

**AO CITIBANK  
CREDIT CARD TERMS  
AND CONDITIONS  
FOR CONSUMERS**

**PRIVACY FOR CONSUMERS  
AT AO CITIBANK**

**EXPLANATORY NOTICE  
TO A PERSON INSURED UNDER  
CITI<sup>®</sup> PROTECTION MAXIMUM**



## AO CITIBANK CREDIT CARD TERMS AND CONDITIONS FOR CONSUMERS

These Credit Card Terms and Conditions for Consumers are approved by Order No. 5/12-od of May 13, 2020, and are in effect as of May 15, 2020

### 1. Introduction

**1.1.** These credit card terms and conditions (the "**Terms and Conditions**") set out the terms and conditions whereby AO Citibank ("**Citibank**") will offer its customers credit cards 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 the credit card application (the "**Application**") duly completed and signed by the customer named in the Application (the "**Customer**") and Citibank, shall together constitute a credit card agreement between the Customer and Citibank (the "**Agreement**"). The Agreement shall be deemed entered into as of the date Citibank issues its Credit Card to the Customer. Where the Customer is issued with a second primary Credit Card and/or a supplementary Credit Card and is in agreement with the terms on which such card(s) is/are issued, the Agreement shall be deemed supplemented to incorporate the terms pertaining to such card(s). Where this is the case, the supplementary agreement to the Agreement shall be deemed entered into (a) at the time Citibank accepts the Customer's offer concerning the issue of the second primary Credit Card and/or the supplementary Credit Card (i.e. at the time at which the card is issued by Citibank) if such offer originates from the Customer, or (b) at the time the Customer activates the second primary Credit Card or the supplementary Credit Card if the offer concerning the issue of the second primary Credit Card and/or the supplementary Credit Card originates from Citibank.

**1.2.** The Terms and Conditions, together with the Tariffs and Citibank's other standard forms and schedules, set forth the general terms on which a credit is extended to, and is used and repaid by, the Customer. Such general terms represent the general terms of credit (the "**General Terms of Credit Agreement**") and together with the individual terms of credit agreement constitute a credit agreement (the "**Credit Agreement**"). The Terms and Conditions also govern 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 (the "**Account**"), and the provision of all related services and products offered by Citibank to the Customer. The Credit Agreement shall be deemed entered into at the time the Customer accepts the individual terms of credit agreement as provided in paragraph 2.1. below.

Certain types of related services and products may be offered by Citibank to the Customer subject to separate agreement(s) 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 specific agreements, service rules or procedures shall prevail.

**1.3.** The extending of any credit to the Customer shall be subject to the Credit Agreement. Citibank may refuse to enter into the Credit Agreement with the Customer without giving any reason for such refusal unless obligated by law. Citibank may provide both unsecured and secured credit to the Customer in a manner as determined by Citibank.

**1.4.** The credit card agreement and the Credit Agreement contain elements of different contracts, thus being hybrid contracts, and, save for the individual terms of credit agreement agreed with the Customer, represent the contracts of adhesion.

### 2. Account and Credit Limit

**2.1.** To obtain credit, the Customer shall, upon familiarizing him/herself with the General Terms of Credit Agreement, provide to Citibank his/her Application and such documents as required by Citibank in order to consider the extension of credit to the Customer. Upon consideration of the Application and other documents, Citibank will determine if the Customer meets the credit acceptance criteria as established by Citibank from time to time. If Citibank, in its discretion, determines that the Customer meets such criteria, Citibank will send the Customer the individual terms of credit agreement, which, inter alia, will include the Account number. After that the Customer will have until the end of the last banking day of the twelfth calendar month following the receipt of the individual terms of credit agreement to accept such individual terms of credit agreement. The Customer may indicate his/her acceptance by sending Citibank a signed copy of the individual terms of credit agreement (including via Citibank Online) or by doing other acts acknowledging his/her acceptance of the individual terms of credit agreement. For the purpose of entering into the Credit Agreement, such act is deemed to be the activation of the Credit Card. The Credit Agreement is deemed entered into as of the time of the Customer's acceptance.

Upon entering into the Credit Agreement, Citibank will open the Account for the Customer. The **credit limit** which Citibank may make available to the Customer (i.e. a limit up to which the Customer may borrow), the interest rate and other material terms and conditions of credit will be set out in the individual terms of credit agreement. Citibank shall not change the individual terms of credit agreement until the end of the last banking day of the twelfth calendar month from the date they were sent to the Customer, unless such change is agreed by the Customer. Citibank may, from time to time, send the Customer an offer concerning an increase or decrease in the credit limit. The Customer may indicate his/her acceptance of such offer in one of the ways specified therein. The Customer may indicate his/her acceptance of a credit limit increase or decrease offer within sixty (60) days of receipt of such offer. If the Customer's acceptance is not indicated within the said time, the terms of credit will continue to apply unchanged. The Customer is entitled to notify Citibank of his/her refusal to accept Citibank's credit limit increase or decrease offer within sixty (60) days of receipt of such offer.

Citibank may also, from time to time, send the Customer an offer concerning a permanent or temporary increase or decrease in the credit limit made subject to the condition that the Customer may indicate his/her acceptance of the offer only by meeting the conditions specified therein. In the event of a permanent increase or decrease in the credit limit, the Customer may accept the offer, inter alia, by carrying out Credit Card transactions for a specified amount in excess of the credit limit and/or within a specified time period. If the Customer does not meet the conditions specified in Citibank's offer, the terms of credit will continue to apply unchanged. The Customer agrees that if the conditions specified in Citibank's offer are met only in part, including where the Customer carries out Credit Card transactions for an amount less than that specified in the offer, the credit limit will change in the manner as set out in Citibank's offer. In the event of a temporary increase in the credit limit set out in Citibank's offer and accepted by the Customer in the manner therein specified, the credit limit will be reduced to the original amount without the Customer's additional acceptance. The Customer is entitled to notify Citibank of his/her refusal to accept Citibank's credit limit increase or decrease offer within the time specified in the offer.

If Citibank receives the Customer's notification of refusal to accept Citibank's credit limit increase or decrease offer, the terms of credit will continue to apply unchanged, and the Customer shall be obligated to repay the amount due under paragraph 2.5 below.

The manner and method of sending the Customer an offer concerning an increase or decrease in the credit limit will be determined by Citibank and may include, inter alia, SMS messages to the Mobile Phone Number, Credit Card Statements, and such other methods as may be determined by Citibank.

If the Customer's creditworthiness is impaired (which may be evidenced by overdue payments under the Credit Agreement or any other agreement whereby Citibank loans money to the Customer, or by the information that the Customer fails to perform his/her obligations to other credit institutions received from credit bureaus or other sources), Citibank may decrease the credit limit unilaterally and shall notify the Customer accordingly.

**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. If a payment system's debit request is received by Citibank on a weekend or a public holiday, the transaction amount will be debited from the Account using Citibank's internal exchange rate applicable on the last business day before that weekend or public holiday.

The Customer further understands that certain Credit Card transactions may result in a **technical overdraft** where the Customer's spend exceeds the available limit. Where this is the case, the Customer shall immediately, but in any event within three (3) business days of becoming aware of the technical overdraft, repay the overdrawn amount together with any interest accrued thereon up to and including the repayment date.

**2.3.** Subject to the specifics set out in these Terms and Conditions, the amount of credit outstanding under each transaction (the "**Outstanding Balance**") and the amount of technical overdraft shall accrue interest at an annual rate as determined in (a) the individual terms of credit agreement – for transactions made without the equal payment plan ("**Non-EPP Transactions**"), or (b) the relevant Offer – for transactions made within the equal payment plan ("**EPP Transactions**").

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 Non-EPP Purchases is fully repaid by the Customer no later than the Payment Date (as defined below) indicated on the Credit Card Statement (as defined below), no interest shall accrue; (ii) if the amount of the Outstanding Balance on the current Credit Card Statement is not fully repaid by the Customer by the Payment Date indicated on the current Credit Card Statement, or if the amount of the Outstanding Balance on the previous Credit Card Statement is not fully repaid by the Customer by the Payment Date indicated on the previous Credit Card Statement, interest shall accrue from the date of the origination of the Outstanding Balance on the current Credit Card Statement until and including the date of full repayment of the relevant portion of the Outstanding Balance. 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.

In accordance with the General Terms of Credit Agreement and/or the Tariffs, Citibank may apply penalties and charge a technical overdraft fee/interest and other fees, commissions and charges (the "**Fees**"), which will increase the Outstanding Balance.

**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 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 by 10 p.m. Moscow time 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 follows:

(a) an amount equal to five (5) percent of the total Outstanding Balance decreased by (i) the Outstanding Balance under all EPP Transactions, (ii) interest accrued for the reporting period, (iii) any outstanding penalties applied by Citibank due to the Customer's failure to perform his/her obligations under the Credit Agreement, (iv) the amount of outstanding past obligations (including but not limited to those relating to the payment of principal, interest, fees and other charges) and (v) the amount of technical overdraft (unless repaid immediately upon occurrence); increased by (b) (i) the sum of EPP Monthly Installments under all EPP Transactions, (ii) interest accrued, (iii) the amounts of outstanding past

obligations (including but not limited to those relating to the payment of principal, interest, fees and other charges), (iv) the amount of technical overdraft (unless repaid immediately upon occurrence) and (v) other amounts payable by the Customer under the Credit Agreement. If the Minimum Payment Amount is not credited to the Account by 10 p.m. Moscow time on the Payment Date, Citibank may charge a penalty as indicated in the Tariffs on the whole amount of the Outstanding Balance. If the Customer is overdue for the repayment of the Outstanding Balance, including the Minimum Payment Amount, and/or payment of interest accrued thereon, or has the total of over sixty (60) days past due in the last one hundred and eighty (180) days, Citibank shall be entitled to declare the whole Outstanding Balance and any interest accrued due and payable and terminate the Credit Agreement. Where this is the case, the Customer shall be obligated to repay such amounts within thirty (30) days of the date on which Citibank gives notice to that effect in any manner provided for by the individual terms of credit agreement.

**2.6.** Citibank may allow the Customer an opportunity not to repay a portion of the Minimum Payment Amount (to wit, the amount referred to as (a) in paragraph 2.5. above) or, at the discretion of the Customer, to repay it 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 Minimum Payment Amount as equal to zero on the Credit Card Statement and shall not charge the Customer a late fee on the minimum payment. Notwithstanding, 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 before the Payment Date. Citibank shall have sole discretion in allowing the opportunity not to pay the Minimum Payment Amount.

**2.7.** Any payment, transfer or cash deposit to the Account will be used by Citibank to reduce the Customer's obligations to Citibank in the following order of priority:

- (a) firstly – to reduce the overdue interest;
- (b) secondly – to reduce the overdue principal (the amount of Citibank's funds used by the Customer);
- (c) thirdly – to pay penalties.

**2.8.** The balance of the Customer's funds remaining after the application of the Customer's funds towards the above obligations will be used by Citibank towards the following:

- (a) payment of interest accrued for the current period of use of Citibank's funds;
- (b) repayment of principal;
- (c) discharge of other payments/fees provided by the Credit Agreement and Russian law.

If the Customer uses several credit products made available by Citibank (credit cards, consumer loans, etc.), the above order of priority will apply to each such product in the chronological order (i.e. the obligation that arises first is discharged first).

Obligations under the Credit Agreement are discharged in the same chronological order in which the rights to claim performance/demand payment arise for Citibank. If Citibank's rights of claim in relation to several amounts due from the Customer under the Credit Agreement arise at the same time, Citibank will apply the order of priority in its discretion.

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

**2.10.** The Customer may at any time repay the Outstanding Balance in full by way of payment, transfer or cash deposit to the Account (in an amount sufficient to pay the Customer's overdue and current obligations under the Agreement and the Credit Agreement).

### **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 of one of three types: a magnetic credit card, a magnetic credit card with a chip or a contactless magnetic credit card with a chip. In terms of payment systems, the Credit Card can be a VISA or a Mastercard®, or a card of any other payment system. The Credit Cards can also be different in terms of Citibank's alliances/co-branding partnerships with other companies. The Credit Card functionalities available at Citibank's ATMs and described in the Terms and Conditions may not be fully available at other banks' ATMs. The Customer understands 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.

**3.1.** Upon entering into the Agreement, 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 primary 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 primary Credit Card. The credit limit on the first primary Credit Card and the credit limit on the second primary Credit Card will together constitute the credit limit under the Credit Agreement. Activation of the second primary Credit Card by the Customer indicates his/her acceptance of the terms of the supplementary agreement to the Agreement (in relation to the issuance and maintenance of the second primary 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 and the Credit Agreement (except those to be agreed by the parties in the supplementary agreement) will apply to the second primary Credit Card.

**3.2.** Where the Customer is issued a Credit Card of a specific type defined by Citibank, the Customer becomes entitled to membership in a loyalty program operated by Citibank's partner ("Partner"), whereby program members get benefits and/or earn and redeem bonus points (the "Points") in accordance with the rules of such loyalty program (the "Program Rules").

The Points will be awarded upon the purchase of goods or services from merchants, and in such other cases as may be specified in the Program Rules. The Points may also be awarded in the events where Citibank and/or Partner run(s) marketing campaigns or special promotions. Citibank and Partner determine the list of eligible goods and services and the amount of Points to be awarded for their purchase.

The benefits referred to above represent discounts on Partner's goods and services obtainable upon redemption of Points subject to the Program Rules.

Citibank will maintain the Customer's participation in Partner's loyalty program by informing Partner that it is necessary to register the Customer for the loyalty program and by providing information about the amount of Points to be credited to the Customer's bonus account in the loyalty program and such information about the Customer as is required for the Customer's membership in the loyalty program, and other details. For this service, Citibank will charge a loyalty program maintenance fee as set out in the Tariffs.

Citibank and/or Partner also may, at their discretion and without prior notice to the program member, change the list of eligible transactions, goods and services and the amount of Points that may be awarded on such transactions, goods and services.

The Customer's membership in the loyalty program can be terminated at any time.

All Partner's actions relating to the granting of benefits and/or awarding and redeeming of Points are governed by the Program Rules, and Citibank is not responsible for Partner's actions in relation to the loyalty program, including the suspension and/or termination of the Customer's membership.

**3.3.** The Credit Card will be issued to the Customer at a Citibank branch or, if the Customer so wishes, will be sent to the Customer's current address provided by the Customer (or to the Customer's registered address if no current address has been provided), or to any other address agreed between Citibank and the Customer, in a manner that allows to unequivocally establish that the Credit Card is received by the Customer him/herself (or his/her representative duly authorized by a power of attorney), including by registered mail, courier service, or hand delivery by Citibank employees.

The Credit Card will be delivered to the Customer inactive. 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](http://www.citibank.ru), in Citibank Online or by calling a CitiPhone 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 recover 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 CitiPhone®. Instead of TPIN, the Customer may use a one-time password sent by Citibank to the Customer's Mobile Phone Number if he/she so chooses and if Citibank has such technical capability.

**3.4.** The Customer may request the issuance of one or more supplementary Credit Card(s) by submitting to Citibank an application to this effect in a form established by Citibank, along with such other documents on the supplementary Credit Card holders as may be requested by Citibank. Citibank reserves the right to limit the circle of persons to whom supplementary Credit Cards may be issued or to refuse to issue a supplementary Credit Card to any person. All procedures, rules of application, issue and use and the Fees established by Citibank in relation to the Credit Card shall fully apply to supplementary Credit Cards and their holders. The Customer undertakes to inform the supplementary Credit Card holders of all such procedures, rules and Fees as are applicable. Any obligations arising out of the use of supplementary Credit Cards are deemed to be the obligations of the Customer. Supplementary Credit Cards will be delivered in a manner similar to that in which primary Credit Cards are delivered to the Customer and will be received by the Customer him/herself (or his/her authorized representative). The supplementary Credit Card will be delivered inactive. The Customer may at any time cancel or block any supplementary Credit Cards issued upon the Customer's request by notifying Citibank thereof in such form and manner as determined by Citibank.

**3.5.** The Credit Card may be used by the Customer for (i) ATM cash withdrawals and deposits, Credit Card information inquiries, and other ATM transactions; (ii) payments through Citibank Online or CitiPhone; (iii) payments for goods and services purchased from the Merchants that accept the types of bank cards issued by Citibank to the Customer; and (iv) such other transactions and services as may be made available by Citibank from time to time.

**3.6.** When the Credit Card is used for the purpose of cash withdrawal or deposit at ATMs or payment for goods and services, the transaction amount (including applicable Fees) will be debited from or credited to, respectively, the Account. If the currency of the transaction is different from the currency of the Account, the transaction amount (including applicable Fees) will be converted into the currency of the Account at the exchange rate as may be established by Citibank or other banks or financial institutions and/or payment systems through which such transactions are processed.

The Customer agrees that in some cases, where the Credit Card is used to pay for goods or services in a currency different from the currency of the Account, the transaction amount may be placed on hold in the Account using Citibank's internal exchange rate and/or that of other banks, financial institutions or payment systems through which such transactions are processed, applicable on the date of such hold, and actually posted/charged to the Account using the internal exchange rate applicable on the date the transaction is posted/charged to the Account. If a payment system's debit/credit request is received by Citibank on a weekend or a public holiday, the transaction amount will be debited from/credited to the Account using Citibank's internal exchange rate applicable on the last business day before that weekend or public holiday.

**3.7.** If the Customer is refunded any money paid for goods or services using the Credit Card, the amounts of such refund will be credited to the Account. The Customer is not entitled to receive a refund in cash.

**3.8.** The Customer agrees that the use of his/her Credit Card and correct PIN at an ATM and/or when paying for goods or services with a chip credit card will be considered as proper and sufficient identification of the Customer and authorization to carry out transactions in respect of the Account in such cases. The Customer further agrees that the use of a Citibank contactless magnetic credit card with a chip (touching it against a reader) when paying for goods or services at the point-of-sale terminals of the Merchants that accept contactless magnetic credit cards with a chip will be considered as proper and sufficient identification of the Customer and authorization to carry out banking transactions in respect of the Account in such cases.

**3.9.** An ATM and/or a Merchant shall issue (or may issue at the Customer's request) a printout (a receipt or slip) of every ATM or purchase transaction carried out by the Customer with the use of the Credit Card. Citibank recommends that the Customer retain all such printouts for information purposes. Unless otherwise provided by the Terms and Conditions, the details of each ATM or purchase transaction carried out by the Customer with the use of the Credit Card will be communicated to the bank's operating system and will appear on the Credit Card Statement. The Customer agrees that the transaction printouts issued by ATMs and/or Merchants and/or the details of such transactions appearing on the Credit Card Statement shall serve as evidence of the Customer's transactions carried out with the use of the Credit Card.

**3.10.** The Customer understands that the Credit Card is the Customer's tool to access the Account and services associated therewith, manage such Account and services and administer the funds held in the Account and the funds that may be made available to the Customer within the credit limit. The Customer must exercise care when handling the Credit Card in order to mitigate the risk of its theft, loss or Credit Card-related fraud or erroneous transactions. The Customer must not let other people use the Credit Card and must never take advice from strangers while using it. The Customer must keep his/her PIN and TPIN secret and confidential since they are important means of protection for the Customer and the Account. In the event of unauthorized use of the Credit Card, PIN or TPIN, there is a risk that the available limit will be reduced/completely used up. The Customer may change his/her PIN at any time at ATMs or through Citibank Online or through the CitiPhone interactive voice response system (IVR), and TPIN – through CitiPhone.

**3.11.** If the Credit Card has been lost or stolen or if the Customer suspects that the Credit Card has been lost or stolen, or if there is a risk of unauthorized use of the Credit Card (as well as in the events when the Credit Card has been damaged or the Customer's name or surname has been changed), the Customer shall notify Citibank thereof immediately by calling the CitiPhone number indicated on the back of his/her Credit Card or contacting a Citibank branch. Citibank may block the Customer's Credit Card in the event the Customer is in breach of the Credit Card's terms of use, and in the event Citibank reasonably believes that there is a risk of unauthorized use of the Customer's Credit Card.

**3.12.** Citibank shall be liable for loss, damage or expenses incurred by the Customer in the event the Credit Card has been lost or stolen or the Customer's PIN or TPIN has become known to a third party, or in the event of the Customer's erroneous transactions with the use of the Credit Card, as provided by applicable law and Section 15 below.

**3.13.** Once the Credit Card has been reported lost or stolen, Citibank will block the Credit Card and may issue a replacement Credit Card to the Customer.

**3.14.** The Customer understands that if a wrong PIN is entered at an ATM or a Merchant's point-of-sale terminal three consecutive times, the ATM/Merchant may block and retain the Credit Card. If the Credit Card is blocked and/or retained by an ATM or a Merchant, the Customer must report this to Citibank in the procedure established for lost or stolen Credit Cards.

**3.15.** The Credit Card's expiry date is indicated on the front of the Credit Card. Upon expiration of the Credit Card, Citibank may issue a new Credit Card to the Customer.

**3.16.** The Credit Card is the property of Citibank and must be returned to Citibank upon its first demand. For the purpose of compliance with applicable laws and regulations or if Citibank reasonably believes that there is a risk of unauthorized use of the Customer's Credit Card, Citibank may, at any time, cancel, block or suspend the use of any Credit Card, or deny the Customer the renewal, replacement or issue of a new Credit Card. In particular, Citibank may block or suspend the use of the Credit Card if the Customer does not comply with applicable laws and regulations, these Terms and Conditions or Citibank's requirements, rules and procedures, or for the purpose of Citibank's compliance with applicable anti-money laundering and terrorist financing regulations. Citibank may block the Credit Card if it has sufficient grounds to believe that the Customer will be unable to properly perform his/her obligations under the Credit Agreement, which may be evidenced by any information, data and/or documents lawfully obtained by Citibank from the Customer or third parties. Such evidence may include but is not limited to a failure to perform obligations owed to Citibank, information concerning the Customer's failure to perform under any credit or loan made available by any other bank or person, or information that the Customer's total monthly payment obligations (towards principal and interest) under credits and loans made available by Citibank and any other bank or person exceed the percentage of the Customer's monthly income determined by Citibank.

**3.17.** If the Customer intends to use the Credit Card outside of Russia, he/she needs to notify Citibank thereof via CitiPhone and check the possibility of using the Credit Card in the country of intended use in order to prevent the Credit Card from being blocked by Citibank to minimize the risk of its unauthorized use.

**3.18.** Due to the fact that compliance with the payment system rules (and the maintenance of Credit Cards within the framework of the rules of the relevant payment system) is obligatory for Citibank by virtue of law, Citibank will be held responsible for failure to perform its obligations to maintain Credit Cards (including an obligation to award any rewards) in the event such failure is not due to a change in the payment system rules objectively preventing Citibank from continuing the performance of such obligations, and in other events provided for by these Terms and Conditions and applicable law.

#### **4. Citibank Mastercard® Cash Back Credit Card**

**4.1.** Citibank may, upon application by the Customer, issue a Citibank MasterCard Cash Back Credit Card to the Customer. The relationship between Citibank and the Customer in connection with the issue and maintenance of the Citibank MasterCard Cash Back Credit Card shall be governed by the provisions of the Terms and Conditions, unless otherwise provided by this Section 4.

**4.2.** Citibank shall credit the Account with the amount of cashback reward earned on payments made with the Citibank MasterCard Cash Back Credit Card (the "**Cashback**") in accordance with the Tariffs. Cashback will be paid on any transactions charged to the Customer's credit card account, except cash advances, transfers from the credit card account to a third party account at Citibank or another bank, transfers to the Customer's account at Citibank (including as part of Loan on Phone or Advanced Loan on Phone) or another bank, Citibank service fees, insurance premium and other payments under insurance programs offered through Citibank, and unique/quasi-cash and other transactions that do not represent payment for goods or services, the list of which shall be determined by Citibank and communicated to the Customer by its posting on Citibank's website at [www.citibank.ru](http://www.citibank.ru). The list of non-qualifying transactions may be changed by Citibank from time to time, including upon recommendations and/or requirements of payment systems (including those established by the payment system rules).

**4.3.** 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 as 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**").

**4.4.** Citibank shall, on an annual basis, credit the Account with an additional reward amount representing a portion of the Cashback and the Discretionary Reward paid into the Account 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**").

**4.5.** The amounts of the rewards referred to in this Section 4 shall be transferred by Citibank to the Customer within ten (10) 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 Service**

**5.1.** Citibank may, upon application by the Customer, issue him/her with a Credit Card featuring the Citi Express Service, which will enable the Customer to pay fares for Moscow underground and on-road transport and/or other public transport services the list of which is determined by Citibank and is available on its website at [www.citibank.ru](http://www.citibank.ru) (the "**Fares**"), by means of a chip embedded in the card (the "**Transit Application**"). The relationship between Citibank and the Customer in connection with the issue and maintenance of such Credit Card will be governed by the provisions of the Terms and Conditions subject to the specifics set out in this Section 5. The Citi Express Service may only be provided for certain types of Credit Cards as determined by Citibank.

**5.2.** As provided in paragraph 3.2. above, the Credit Card will be delivered to the Customer inactive, and the Transit Application will be inactive either. The Transit Application will be activated automatically three (3) business days after the Credit 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 any Credit Card of the corresponding type, Citibank may, at the Customer's request, provide the Customer with the Citi Express Service, which will enable the Customer to pay the Fares. The enabling of this service for the Customer's existing Credit Card may require card reissue. Where this is the case, the Transit Application will be activated automatically three (3) business days after the Credit Card activation under paragraph 3.2. above.

**5.4.** The Citi Express Service will be subject to a fee as set out in the Tariffs. Once the Transit Application has been activated, the Citi Express Service fee will be charged to the Account on a monthly basis on the first day of each calendar month starting from the month following the month in which the Transit Application was activated, regardless of whether or not any Fares were paid in that month. No service fee will be charged for the period between the Transit Application activation date and the beginning of the calendar month following that in which the Transit Application was activated; on the other hand, 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.** Citibank shall, on a monthly basis, include in the Credit Card Statement information on the amount of 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 providers (the "Transport Service Provider(s)"). The Fares shall be paid in accordance with the Transport Service Provider's fare schedule current on the date of Fare payment.

**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.** The Customer understands that transport services are provided by the Transport Service Providers and not by Citibank. Any legal relationship in respect of such services, including in respect of the quality of services provided by the Transport Service Providers to the Customer, correct record of the number and cost of the Customer's public transport journeys paid for with the use of the Transit Application, a delay in blocking the Transit Application by a Transport Service Provider, or any changes to the current fare schedules, shall be solely between the Customer and the Transport Service Providers. Citibank shall refer all disputes in connection with the use of the Citi Express Service 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 may, at any time in its sole discretion, to the extent permitted by applicable law, 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 payment 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 sets 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/quasi-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 cash in the currency of the Account or in other currencies as may be used at a particular point of service, and deposit cash in the currency of the Account. 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 exchange rate applicable on the date of the transaction (in the case of transactions through Citibank's ATMs or branches) or at the exchange rate applied by the bank, financial institution or payment system and/or network through which such transaction is processed.

The Customer agrees that in some cases, where the Credit Card is used to withdraw cash in a currency different from the currency of the Account, the transaction amount may be placed on hold in the Account using Citibank's internal exchange rate and/or that of other banks, financial institutions or payment systems through which such transactions are processed, applicable on the date of such hold, and actually posted/charged to the Account using the internal exchange rate applicable on the date the transaction is posted/charged to the Account.

**6.3.** The Customer can make deposits into the Account towards the repayment of the Outstanding Balance at Citibank's ATMs using the Customer's Credit Card and PIN and following the instructions appearing on the ATM screen. Only banknotes may be used for ATM deposits. Cash will only be credited to the Account upon its authentication and counting by the ATM and/or Citibank employees. Once cash has been deposited at an ATM, the ATM will print out a transaction report. 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 replace such banknotes. Citibank will credit the Customer's account with the actual deposit amount less any counterfeit banknotes.

**6.4.** The amount of Citibank's Fees applicable to cash withdrawals and deposits at Citibank's ATMs and branches is set out in the Tariffs. The Customer understands that other banks, financial institutions and/or payment systems may impose their own Fees for similar services provided by them.

### **Funds Transfers and Payments**

**6.5.** The Customer may transfer funds from the Account to his/her or other individual's or entity's Citibank or non-Citibank accounts in Russia via Citibank Online/Citi Mobile<sup>®</sup> app, Citibank branches or CitiPhone. Citibank may also determine other ways of funds transfer from the Account. Where funds are transferred between accounts denominated in different currencies, the transfer amount will be converted into the currency of the destination account at Citibank's exchange rate applicable on the transaction date. If a funds transfer requires that the payee be first added to the payee list, such payee may be added through the use of Citibank Online/Citi Mobile app.

**6.6.** The Customer may make payments from the Account to the bank accounts of third parties. The Customer may make payments in favor of third parties in roubles subject to applicable laws, regulations, and Citibank's internal policies and procedures. The Customer may make payments in favor of third parties from his/her Account through Citibank branches, Citibank Online, CitiPhone or such other channels as may be established by Citibank. If a payment requires that the payee be first added to the payee list, such payee may be added through the use of Citibank Online/Citi Mobile<sup>®</sup> app.

**6.7.** The Customer may give Citibank a standing instruction for recurring transfers or an instruction for a future date transfer. Subject to the sufficiency of funds in the Account, Citibank will carry out such instructions on the date(s) specified by the Customer therein.

**6.8.** All funds transfer instructions must be given by the Customer to Citibank in such form and manner as prescribed by Citibank. Funds will be transferred from the Account solely on the basis of the Customer's request, and the settlement documents required for the purpose of such banking transaction will be prepared and signed by Citibank. Citibank will not be responsible for any errors or omissions made by the Customer or for the duplication of any instruction given by the Customer and may act on any instruction basing solely on the account number, even if the name of the account holder is misstated. If the Customer informs Citibank that he/she wishes to recall, cancel or amend any instruction given to Citibank by the Customer, Citibank will use reasonable efforts to comply with the Customer's request.

**6.9.** Citibank will process the Customer's instruction to transfer funds from the Account provided that there is a balance in the Account and within the amount of such balance. In the event of insufficient funds in the Account, Citibank may, in its discretion, either leave the Customer's transfer instruction unprocessed, or process it on the terms set by Citibank if the amount of transfer indicated in the instruction does not exceed the available limit. Citibank will not be obligated to make partial funds transfers and/or payments, unless required by applicable law.

**6.10.** The Customer's funds transfer instructions will be carried out by Citibank no later than the first business day following the date of receipt by Citibank of a duly issued funds transfer instruction together with other necessary documents, if any, unless a later execution date is specified by the Customer. Citibank may carry out the Customer's funds transfer instruction on the date of receipt of a duly issued funds transfer instruction together with other necessary documents, if any.

**6.11.** Payments and transfers received for the benefit of the Customer from other banks and financial institutions will be credited by Citibank to the Account (net of any costs and expenses related to such payments or transfers) no later than the first business day following the day on which Citibank receives such funds in its account with a correspondent bank or a clearing system. Citibank may credit such payment or transfer to the Customer's Account immediately upon receipt of the advice note in electronic form from the clearing center or other settlement agent.

**6.12.** Payments and transfers from the Account to third party accounts at other banks and financial institutions will be made subject to holidays and non-business days.

**6.13.** Citibank will execute all Customer's payment orders or instructions in good faith and with reasonable care in accordance with banking standards and practices, and may use any communication, clearing or payment systems, intermediary banks or other persons in its reasonable discretion. Citibank will act based on the applicable rules and regulations of such communication, clearing or payment systems and intermediary banks.

**6.14.** Citibank's responsibility for the transfer of funds from the Account on the Customer's instruction will cease upon the debiting of Citibank's account with a correspondent bank or a clearing center. Citibank's responsibility for the crediting of funds to the Account will only arise upon the final crediting of funds to Citibank's account with a correspondent bank or a clearing system.

**6.15.** In order to comply with applicable laws and regulations and ensure the security of the Customer's banking transactions, Citibank may at its sole discretion establish such procedures as are necessary to identify the Customer, his/her representative, beneficiary or beneficial owner, and the rules and requirements concerning the necessary documents submittable in order to carry out transactions in respect of the Account. Such procedures and rules may vary depending on transaction types and communication channels, and the Customer undertakes to strictly follow the procedures and rules established by Citibank. Citibank undertakes to exercise reasonable care in examining the Customer's documents, including payment orders, instructions or communications; Citibank is not obliged to take any further steps in order to identify, or ascertain the powers and authority of, the person giving such payment orders, instructions or communications, and is responsible for losses resulting from its compliance with forged payment orders, instructions or communications or the presentation of false identity documents only if it could have detected those by the exercise of reasonable care and caution. 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 phone number provided 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 promptly notify the Customer of its decision. Acting in pursuance of applicable anti-money laundering and terrorist financing regulations, Citibank may request the Customer to provide documents or information as required to identify his/her transactions involving cash or other assets, and refuse to execute the Customer's transaction instructions, except for transactions relating to the crediting of funds received in the Account.

**6.17.** The Customer understands that, in some cases, Citibank may be required by applicable laws and regulations to debit the Account (within the amount of the Account Balance) without any order or instruction from the Customer.

#### **Payments for Goods and Services**

**6.18.** The Customer may buy goods and services using the Credit Card at various point-of-sale terminals or other devices installed by the Merchants authorized to accept Citibank Credit Cards as payment. For security purposes, Citibank may impose various restrictions on certain types of Credit Card transactions, including transaction refusal, at some point-of-sale terminals or other devices installed by the Merchants.

**6.19.** The Customer's instruction given with the use of the Card, which is an electronic means of payment, may be revoked by the Customer cancelling his/her Card transaction.

**6.20.** After the Credit Card has expired or been reissued/replaced for any reason, the details of the Customer's new Credit Card will be automatically transmitted by Citibank through the relevant payment system to those Merchants to whom the Customer has provided his/her Credit Card details for the purpose of recurring payment for goods or services, if technically possible.

#### **Card-to-Card Transfers**

**6.21.** The Customer may transfer funds from the Account to his/her or third parties' bank accounts using the corresponding bank card number as the sole requisite banking detail of the recipient. The sender's requisite banking detail is represented by the bank card number. The technicalities of such type of transfer are determined by Citibank. Banks usually debit funds from and credit funds to, respectively, the sender's and the recipient's primary accounts (i.e., the accounts the sender's and the recipient's cards are linked to). Where such transfer is made through Citibank, funds are debited from, and credited to, the Account.



**6.22.** Where the said sole requisite banking detail (i.e., the bank card number) is used to initiate a transfer, the recipient's other banking details are not requested and are disregarded. The crediting of funds to the bank account is deemed final.

**6.23.** No claim shall be made against the bank if the sender's intentions do not coincide with the banking detail actually provided (an "erroneous transfer"). Where this is the case, the sender should bring an action at law against the recipient (for whom this money represents unjust enrichment). Citibank will not assist the sender in reversing an erroneous transfer.

**6.24.** Citibank may set certain limits for outgoing and incoming transfers.

**6.25.** The Customer understands that the recipient's bank card may be inactive, blocked or otherwise unavailable for use, in which case the transfer will be refused.

**Using the Credit Card to pay for goods and services via mobile payment applications**

**6.26.** A mobile credit card payment application (the "Mobile App") allows the Customer to pay for goods and services by using (holding against a reader) the Customer's mobile device with a contactless chip Credit Card activated for payments via the Mobile App (the "Mobile Device").

**6.27.** In order to pay with a contactless chip Credit Card for goods and services via the Mobile App, the Customer will need to register for the Mobile App, enter his/her Credit Card details, and activate the Credit Card in the Mobile App by entering the activation code sent by Citibank to the Mobile Phone Number. After the activation is complete, the Customer's virtual credit card will be created (the "Virtual Credit Card").

If the Customer chooses to use a special feature in the Citi Mobile app that allows the Customer to automatically transmit his/her card details to the Mobile App for the purpose of card activation, the Customer agrees that his/her card details will be transmitted to the Mobile App automatically and that the card will be activated in the Mobile App without him/her having to enter the activation code referred to above. Citibank will not be responsible for the correctness of the card details transmitted to the Mobile App or for any errors or interruptions in the process of such transmission or activation. The Customer shall make sure that the card details transmitted to the Mobile App through the use of the special feature in the Citi Mobile app are correct, and shall immediately notify Citibank in case of any error therein.

The Customer agrees that, in some cases, e.g., when he/she is issued a new card upon expiry of the previous one, or when he/she is reissued a card if his/her card has been lost or stolen, the Customer's new/reissued card will be automatically activated for use in the Mobile App as the Virtual Card from its issue date, regardless of the activation of the new/reissued card by the Customer; the Customer's previous card (in the event of an issue of the new card upon expiry of the previous one) will remain active and may be used by the Customer until such time as the new card is activated. We recommend that the Customer should make sure that the card is activated in the Mobile App immediately after it is issued by Citibank and, if necessary, block the card for use in the Mobile App. If the Customer fails to comply with the recommendations, he/she shall be solely responsible for the consequences of the failure to do so.

**6.28.** The Customer understands that in order to register him/her for the Mobile App, the Mobile App operator may require the Customer to accept its terms of use and to register the Customer's PIN and/or fingerprint for the purpose of paying for goods and services with the Virtual Credit Card via the Mobile App. The Customer may access the Mobile App using fingerprint authentication. In order for the Customer to use fingerprint authentication, this feature needs to be activated on the Mobile Device, the characteristic points of a fingerprint need to be saved in its memory, and the fingerprint authentication needs to be separately activated in the Mobile App.

**6.29.** The Customer agrees that the use of his/her Virtual Credit Card when paying for goods and services via the Mobile App will be considered as proper and sufficient identification of the Customer and authorization to carry out transactions in respect of the Account in such case.

**6.30.** Citibank may refuse the activation of the Credit Card in the Mobile App.

For the purpose of compliance with applicable laws and regulations or if Citibank reasonably believes that there is a risk of unauthorized use of the Virtual Credit Card, Citibank may, at any time, cancel, block or suspend the use of the Virtual Credit Card. In particular, Citibank may block or suspend the use of the Virtual Credit Card if the Customer does not comply with applicable laws and regulations, these Terms and Conditions or Citibank's anti-money laundering requirements, rules and procedures. Citibank may block the Virtual Credit Card if it has sufficient grounds to believe that the Customer will be unable to properly perform his/her obligations under the Credit Agreement, which may be evidenced by any information, data and/or documents lawfully obtained by Citibank from the Customer or third parties. Such evidence may include but is not limited to a failure to perform obligations owed to Citibank, information concerning the Customer's failure to perform under any credit or loan made available by any other bank or person, or information that the Customer's total monthly payment obligations (towards principal and interest) under credits and loans made available by Citibank and any other bank or person exceed the percentage of the Customer's monthly income determined by Citibank.

**6.31.** Citibank may impose limitations on the amounts of the Customer's Virtual Credit Card transactions and/or require that the Customer's Virtual Credit Card transactions be authorized by PIN entry.

**6.32.** The Virtual Credit Card is an electronic means of payment. For the safe use of the electronic means of payment, 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 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.

- The Customer undertakes to exercise care when using the Mobile Device and protect it from unauthorized third party access, which includes keeping it in a secure place.
- The Customer undertakes to not write down or otherwise disclose his/her sign-on password to the Mobile App.
- The Customer undertakes to not let a third party acquire the fingerprint image stored on the Mobile Device:
- The Customer's PIN for the Mobile App should be secure, impossible to determine or guess.
- The Customer undertakes to not let a third party know his/her PIN for the Mobile App.

The provisions of Section 15 (Security) below will apply to Virtual Credit Card transactions.

**6.33.** If the Customer reasonably believes that the security of access to the Mobile App has or may have been compromised, he/she shall block access to the Mobile App and immediately notify Citibank thereof by calling the CitiPhone number indicated on the back of his/her Credit Card.

**6.34.** If the Mobile Device has been lost or stolen or if the Customer suspects that the Mobile Device has been lost or stolen, or if there is a risk of unauthorized access to the Mobile Device

and unauthorized use of the Virtual Credit Card, the Customer shall notify Citibank thereof immediately by calling the CitiPhone number indicated on the back of his/her Credit Card.

**6.35.** Citibank will not be responsible for the safe and secure operation of the Mobile Device or its malfunction, or for any services provided to the Customer by the Mobile Device operator.

**6.36.** The Mobile App may collect and store the Customer's personal data and information on the Customer's fingerprints and Virtual Credit Card transactions only on the Mobile Device, and such data and information may not be transferred to a third party, including the Mobile Device operator.

**6.37.** The Customer gives consent to the processing of his/her personal data and transaction information which may include their collection, recording, systematization, accumulation, storage, update, modification, retrieval, use, distribution and transfer, including across borders, de-identification, blocking, removal, or destruction to Citibank and Samsung Electronics Co., Ltd. ("Samsung") with its office is at 129 Samsung-ro, Yeongtong-gu, Suwon-si, Gyeonggi-do, Republic of Korea; Apple Inc. ("Apple") with its office at Infinite Loop, Cupertino, CA 95014 (including Apple Distribution International with its office at Holly Hill Industrial Estate, Cork, Ireland); to the relevant payment system, including Mastercard Europe S.A., 198/A, Chaussé de Tervuren, 1410 Waterloo, Belgium; OOO Mastercard with its office at 2, Tsevtnoy Blvd., 127051, Moscow; VISA International Service Association with its office at 900 Metro Center Blvd, Foster City, CA 94404, United States; to any third parties that have obtained the personal data and transaction information as a result of such processing, and to Citibank's and such third parties' agents.

The Customer's consent also extends to the transfer (including cross-border transfer) by Citibank of the Customer's personal data and transaction information under these Terms of Service, including such information as mobile phone number, e-mail address and credit card details, to the payment systems, Samsung, Apple or their affiliates and to the receipt/collection by Citibank of the Customer's personal data and transaction information from the payment systems, Samsung, Apple or their affiliates, and other processing by Citibank of the personal data and transaction information so received from the payment systems, Samsung, Apple or their affiliates, which includes data transfer, including across borders.

## **7. Equal Payment Plan**

The purpose of the Equal Payment Plan ("EPP") is to enable the Customer to purchase selected goods and services, as offered by the Merchants in accordance with a list to be determined from time to time by Citibank, using the Credit Card's available limit and pay the purchase amount in equal monthly installments as provided by this Section 7. The participating Merchants, the selected goods and services offered by them, the applicable interest rate, and the number of monthly installments to be paid for each good or service (the "EPP Term"), will be determined by Citibank from time to time and communicated by Citibank and/or the relevant Merchant to the Customer. The terms of EPP Transactions will appear on the Credit Card Statement (the "Offer"). The acceptance of the Offer is conditional on the Customer duly making one minimum payment on the Credit Card within the first three (3) reporting periods from the date of the relevant transaction. By accepting the Offer, the Customer consents to a change in the relevant terms of the Credit Agreement. For the avoidance of doubt, such change will not result in an increase of the total cost of credit for the Customer. In the event of the Customer's request to apply the EPP to all EPP-eligible transactions meeting the criteria agreed between the Customer and Citibank, Citibank may, in its discretion, satisfy such request.

### **Eligibility**

**7.1.** Citibank may allow the Customer to have the benefit of EPP provided that the Credit Card is used in accordance with Citibank rules. The EPP is available for both the primary and supplementary Credit Cards.

### **EPP Transactions**

**7.2.** The EPP will be available both for certain goods and services as offered by the Merchants in accordance with a list to be determined from time to time by Citibank, and for the Outstanding Balance. Each EPP Transaction will accrue interest.

**7.3.** Each particular Offer may contain a condition regarding a minimum amount of purchase that qualifies for an EPP Transaction.

**7.4.** Citibank will confirm the conduct of a transaction as that of an EPP Transaction provided that the amount of the transaction is within the available limit and that the Credit Card is used in accordance with Citibank rules and regulations effective as at the date of the transaction.

**7.5.** The Customer can make an EPP Transaction by simply purchasing with the Credit Card from the participating Merchant, provided that the Customer informs such Merchant of his/her intention to make the EPP Transaction before the purchase.

**7.6.** Citibank may allow the Customer to change any Non-EPP Transaction and/or the Outstanding Balance to an EPP Transaction before the Payment Date indicated on the Credit Card Statement covering such transaction. Citibank may also allow the Customer to change several Non-EPP Transactions to an EPP Transaction before the Payment Date indicated on the Credit Card Statement covering the earliest Non-EPP transaction to be changed to the EPP Transaction. The Customer can change one or more Non-EPP Transactions to an EPP Transaction by requesting Citibank to apply the EPP to such transaction(s) via CitiPhone, Citibank Online or any Citibank branch, or otherwise as may be determined by Citibank. Citibank may allow the Customer to change his/her transaction pertaining to the transfer of funds from the Account into a third party account or the Customer's account at another bank to an EPP Transaction. Such change request may be made simultaneously with the Customer's funds transfer instruction via Citibank Online or CitiPhone. By requesting to change his/her transaction pertaining to the transfer of funds from the Account into a third party account or the Customer's account at another bank to an EPP Transaction, the Customer confirms the interest rate and the EPP Term set out in the relevant Offer. In the event Citibank confirms the transaction as being an EPP Transaction, the transaction details and the applicable interest rate and EPP Term will be shown on the Credit Card Statement.

**7.7.** Citibank may allow the Customer to change the whole Outstanding Balance to an EPP Transaction via CitiPhone, Citibank Online or otherwise as may be determined by Citibank.

**7.8.** Citibank may allow the Customer to avail him/herself of its Loan on Phone service via CitiPhone, Citibank Online or otherwise as may be determined by Citibank. As part of the Loan on Phone service, the Customer may carry out a transaction pertaining to the transfer of funds from the Account into his/her other Citibank account, another individual's account or the Customer's account at another Russian bank, and change such transaction to an EPP Transaction. Where an EPP Transaction booked within Loan on Phone is carried out, the available cash withdrawal limit is reduced by the amount outstanding on such transaction. By requesting Loan on Phone the Customer confirms the interest rate and the EPP Term set out in

the relevant Offer. In the event Citibank confirms Loan on Phone for the Customer, the transaction details and the applicable interest rate and EPP Term will be shown on the Credit Card Statement. The terms of Loan on Phone will appear on the Credit Card Statement for the reporting period where it will be shown as an EPP Transaction. If the Customer disagrees with such terms, he/she must inform Citibank thereof via CitiPhone, Citibank Online or otherwise as may be determined by Citibank. In this case, the Loan on Phone amount will be deemed part of the reporting period's Outstanding Balance as a cash advance. If the Customer agrees with the Loan on Phone terms, the amount of such Loan on Phone will be payable by the Customer as an EPP Transaction.

**7.9.** Citibank may allow the Customer to avail him/herself of its Advanced Loan on Phone service via CitiPhone, Citibank Online or otherwise as may be determined by Citibank. As part of the Advanced Loan on Phone service, the Customer carries out a transaction pertaining to the transfer of funds from the Account into his/her other Citibank account, another individual's account or the Customer's account at another Russian bank, and may request Citibank to change such transaction to an EPP Transaction via CitiPhone, Citibank Online or otherwise as may be determined by Citibank. If Advanced Loan on Phone is booked, the credit limit will be increased by the amount outstanding on such EPP Transaction. Advanced Loan on Phone will not result in a decrease in the available limit, unless a minimum monthly payment is set under the program. The payment set on such loan will reduce the available cash withdrawal limit on the Account, which will be restored based on the amount applied by the Customer towards his/her next payment on the Credit Card. By requesting Advanced Loan on Phone, the Customer confirms the interest rate and the EPP Term set out in the relevant Offer. In the event Citibank confirms Advanced Loan on Phone for the Customer, the transaction details and the applicable interest rate and EPP Term will be shown on the Credit Card Statement.

#### **EPP Monthly Installments**

**7.10.** A monthly amount payable by the Customer to Citibank under an EPP Transaction (an "**EPP Monthly Installment**") may, at Citibank's discretion, be calculated by (a) dividing the price of the EPP Transaction by the EPP Term, plus Citibank's interest; or (b) computing equal monthly installments for the whole EPP Term (except the last installment which may be different due to the formula used in such computation), which include the amount made available by Citibank and the interest thereon (annuity payments). 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.

**7.12.** The Customer may prepay his/her EPP Transaction debt, in full or in part. In order to prepay an EPP Transaction debt, the Customer must change his/her EPP Transaction to a Non-EPP Transaction in the amount of such full or partial prepayment by making an appropriate request via CitiPhone, Citibank branches or Citibank Online (using the "Write to Us" section), in which case the EPP Transaction will be changed to the Non-EPP Transaction within five business days of the date of such request. The EPP Transaction debt will be reduced by the amount of full or partial prepayment, and the prepayment amount will be carried as a Non-EPP Transaction debt, which may be repaid in accordance with these Terms and Conditions.

#### **Products Liability**

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

#### **Modifications, Additions and Cancellation**

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

**7.15.** 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 and/or the Credit 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. Citibank and the Customer agree that if the Customer is past due on EPP Monthly Installments and/or incurs a debt in excess of the available limit, this will be deemed a condition for discontinuing EPP for the Customer and changing the status of all the EPP Transactions carried out by the Customer and accepted by Citibank to that of Non-EPP Transactions. Once the status of all the EPP Transactions carried out by the Customer and accepted by Citibank has been changed to that of Non-EPP Transactions, the debt will accrue interest and be paid in the manner specified for Non-EPP Transactions.

**7.16.** Citibank may refuse to accept any Customer transaction as being an EPP Transaction if the Account holds the Customer's own funds, or for other reasons determined by Citibank. Citibank shall inform the Customer of the reason for such refusal.

**7.17.** Citibank may allow the Customer a postponement of a scheduled EPP Monthly Installment under any EPP Transaction until the next scheduled EPP Monthly Installment (the "Postponement") and shall not charge the Customer a late payment fee for the period of the Postponement. To obtain the Postponement, the Customer needs to make an appropriate request via CitiPhone. If such request is approved by Citibank, the scheduled EPP Monthly Installment shall not be payable by the Customer to Citibank, and Citibank shall reschedule the payment of interest (without changing the amount of interest) and principal so that 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 prepays 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 the 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.

## **EPP Disputes**

**7.18.** Citibank shall decide on any dispute arising in connection with EPP or this Section 7, which decision may be challenged by the Customer exercising the rights provided to him/her by Russian law.

## **8. CitiPhone®**

CitiPhone 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 interactive voice response system (IVR))\*.

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. The Customer can access CitiPhone through an operator on business days between 8:00 a. m. and 8:00 p. m. Moscow time, and through IVR – on a daily basis 24 hours a day. If these Terms and Conditions require the Customer to immediately notify Citibank of the occurrence of a specific event, the Customer can use CitiPhone for the purpose of such notification on a daily basis 24 hours a day. The Customer can also use CitiPhone on a daily basis 24 hours a day if he/she:

- ▶ has any problem using the Credit Card;
- ▶ needs to have the Credit Card blocked/unblocked;
- ▶ needs to change TPIN;
- ▶ discovers that the Credit Card has been lost or stolen, or a suspicious charge has been made to the Credit Card.

**8.1.** The Customer may access CitiPhone services over the phone using his/her Credit Card and TPIN, or his/her mobile phone contact number provided to Citibank (the “**Mobile Phone Number**”) 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.

**8.2.** The Customer may use CitiPhone to carry out certain transactions in respect of the Account, obtain Credit Card information and information on available Citibank products, services and rates, report lost or stolen Credit Cards, and use other services provided from time to time by Citibank.

**8.3.** If faced with a risk of unauthorized use of CitiPhone or technical challenges and/or limitations, Citibank may suspend access to certain services available via CitiPhone until such time as such risk and/or technical challenges and/or limitations (e.g. consequences of 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) are removed and/or the maintenance work is complete, with or without prior notice to the Customer. Such technical suspension will not prevent access to services via other channels available at the time under the Agreement.

Acting in pursuance of applicable anti-money laundering and terrorist financing regulations, Citibank may suspend access to certain banking services available via CitiPhone by giving prior notice to the Customer in any manner in which the same may be given by Citibank to the Customer. Such restriction of access does not prevent Citibank from accepting properly executed payment documents from the Customer in paper form at Citibank branches under the Agreement.

**8.4.** 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 a secure communication channel and being aware of the risks associated with a potential breach of confidentiality and other risks inherent in the use of such lines.

## **9. Citi Mobile®, Citibank Online**

The Citi Mobile app is a customized version of Citibank Online that is installed and used on mobile devices with internet access. Citibank Online is the Citibank internet banking system that 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 provided by Citibank.

**9.1.** The Customer may access the Citi Mobile app/Citibank Online using a computer or other devices that support them, provided there is internet connection. If the Customer has a mobile device with internet access, he/she undertakes to install the Citi Mobile app on such device. To access the Citi Mobile app/Citibank Online, the Customer will need to set up a user ID and a password following the instructions published on Citibank’s website at [HYPERLINK "http://www.citibank.ru"](http://www.citibank.ru) www.citibank.ru, on his/her own. Requirements concerning the equipment and software required for the use of the Citi Mobile app/Citibank Online are indicated on the above website and in the Citi Mobile app.

**9.2.** The Customer agrees that the input of his/her user ID and password when signing on to the Citi Mobile app/Citibank Online will constitute valid and sufficient confirmation of the Customer’s identity for the purpose of executing his/her transaction instructions in respect of the Account and accessing other services made available through the use of the Citi Mobile app/Citibank Online. The Customer further agrees that, in the case of Citibank’s any other internet-based system, the input of the Customer’s passport number (or his/her bank card number or his/her Citibank credit card number) and a one-time password (“OTP”) sent by Citibank to the Customer’s Mobile Phone Number will constitute valid and sufficient confirmation of the Customer’s identity for the purpose of acceptance of an electronic document in such system.

**9.3.** The Customer may access the Citi Mobile app using Fingerprint (Touch ID sensor) Authentication that verifies the identity of the Customer. Touch ID sensor is available for selected mobile devices and enables access to the Account and transaction history without the need to use the Customer’s user ID and password for accessing the Citi Mobile app. In order to use Touch ID sensor, such functionality needs to be activated on a mobile device, the characteristic points of a fingerprint need to be recorded, and such function needs to be separately activated in the Citi Mobile app. The Citi Mobile app does not collect, store or use any information on the Customer’s fingerprints.

**9.4.** Using the Citi Mobile Snapshot service, the Customer may access his/her Account information together with the history of the last five Account transactions without the need to use his/her user ID and password or Touch ID sensor.

**9.5.** Push Notifications in the Citi Mobile app allow the Customer to receive real-time information about his/her Account transactions on a mobile device.

**9.6.** Citi Mobile Snapshot and Push Notifications are the services available within the scope of Citibank Alerting Service and may be activated and deactivated by the Customer after signing on

to the Citi Mobile app with his/her user ID and password. Authentication by user ID and password is required in order to get access to all Citi Mobile app functionalities.

**9.7.** By activating Citi Mobile Snapshot and/or Push Notifications, the Customer agrees that his/her available limit and transaction information will be displayed on the mobile device without authentication by user ID and password or Touch ID sensor.

**9.8.** The Customer undertakes to protect access to the mobile device on which the Citi Mobile app is installed. The Customer undertakes to exercise care when using the mobile device and protect it from unauthorized third party access. The Customer understands that if a third party has access to the mobile device, such third party may obtain access to the information displayed on the mobile device. The Customer understands that if a third party acquires the fingerprint recorded on the device, such third party may obtain access to the Account and transaction history.

**9.9.** If the Customer reasonably believes that the security of access to Citibank Online/Citi Mobile app has or may have been compromised, he/she must block access to Citibank Online/Citi Mobile app on the mobile device, deactivate Citi Mobile Snapshot and Push Notifications (if activated), and immediately notify Citibank thereof by calling CitiPhone.

**9.10.** If there is a risk that the security rules relating to Customer data disclosure or processing have been violated, Citibank may deactivate Citi Mobile Snapshot, Push Notifications and Touch ID sensor on its own, without involving the Customer.

**9.11.** The Customer can disable Touch ID sensor in the Citi Mobile app at any time and sign on to the app using his/her user ID and password.

**9.12.** If faced with a risk of unauthorized use of the Citi Mobile app/Citibank Online or technical challenges and/or limitations, Citibank may suspend access to certain services available via the Citi Mobile app/Citibank Online until such time as such risk and/or technical challenges and/or limitations (e.g. consequences of 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) are removed and/or the maintenance work is complete, with or without prior notice to the Customer. Such technical suspension will not prevent access to services via other channels available at the time under the Agreement.

Acting in pursuance of applicable anti-money laundering and terrorist financing regulations, Citibank may suspend access to certain banking services available via the Citi Mobile app/Citibank Online by giving prior notice to the Customer in any manner in which the same may be given by Citibank to the Customer. Such restriction of access does not prevent Citibank from accepting properly executed payment documents from the Customer in paper form at Citibank branches under the Agreement.

**9.13.** Due to the fact that the internet and mobile telecommunications 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.

**9.14.** Using an electronic signature. When Citibank Online or Citibank's any other internet-based system is used, inter alia, for the purposes of carrying out banking transactions/giving transaction instructions or entering into agreements for the provision of services, including services related to the Customer's enrollment in the insurance programs as may be offered by Citibank from time to time, which includes the granting of consent to be insured under such insurance programs, the relevant documents may be generated and signed in electronic form if it is technically possible and if the Customer elects to do so. The Customer will sign electronic documents with his/her simple electronic signature, which is understood to include his/her sign-on password to Citibank Online and/or an OTP sent by Citibank to the Customer's Mobile Phone Number in an SMS message and/or to the Customer's e-mail address (the "E-mail Address") in an e-mail message, and/or his/her clicking on the "Agree" or "Confirm" button.

The Customer agrees that the Mobile Phone Number and/or the E-mail Address may be used by Citibank to identify the Customer as the signer of an electronic document for the purposes of an EPP, a Loan on Phone or insurance programs.

The Customer's entering of his/her sign-on password or OTP, or clicking on the "Agree" or "Confirm" button, in Citibank's internet-based systems will be equivalent to signing with his/her handwritten signature, and a document so signed will be the equivalent of a paper document signed with the Customer's handwritten signature and will be admissible in court. Citibank will identify the signature as that of the Customer based on the sign-on password and/or OTP entered in the electronic document by the Customer.

Citibank Online or Citibank's any other internet-based system will check the sign-on password or OTP so entered against system records and, if it checks out, the electronic document confirmed by the sign-on password or OTP will be deemed signed directly by the Customer.

The Customer shall keep his/her sign-on password and the OTPs sent to his/her Mobile Phone Number and/or E-mail Address confidential.

An electronic document signed with an electronic signature confers on the Customer and Citibank the rights and obligations similar to those attached to a paper document, serves as ground for the execution of transactions by Citibank, and may confirm the fact of entering into, amendment, performance or termination of an agreement, or of doing other acts or things.

The Customer agrees that several related electronic documents (a package of electronic documents) may be signed with one electronic signature, in which case each electronic document in the package is deemed signed with an electronic signature of the same type as is used for the package of electronic documents.

If the Customer's mobile phone is lost or stolen or SIM-card suddenly stops working, or mailbox becomes inaccessible, or if the Customer suspects that the mobile phone, SIM-card or mailbox may have been accessed by unauthorized persons, the Customer shall immediately report this to Citibank by contacting CitiPhone or a Citibank branch.

The Customer may receive a copy of an electronic document signed with his/her electronic signature at the E-mail Address or via Citibank Online, or as a paper copy.

**9.15.** For the purpose of compliance with applicable laws and regulations and to ensure the security of the Customer's funds, Citibank shall, in real time, publish/post in Citibank Online information on 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.

**9.16** The publication/posting in Citibank Online of information on charges to the Customer's accounts made with the use of an electronic payment means, including the Credit Card, Citibank Online and CitiPhone, and on the Customer's current debt (Outstanding Balance) and available credit with the credit limit (available limit) shall be deemed proper notification of the Customer of charges made with the use of an electronic payment means, and of the Customer's current debt and available credit with the credit limit under the Agreement.

**9.17** The Customer can obtain an OTP/activation code using a code generator (in the Citi Mobile app). In the Citi Mobile app, instead of an OTP/activation code, the Customer shall enter a key/unlock code for the code generator (in the Citi Mobile app).

## **10. Credit Card Statement**

**10.1.** Citibank will provide the Customer with a monthly Credit Card statement (the "**Credit Card Statement**") for viewing in Citibank<sup>®</sup> Online, thereby ensuring the Customer's access to the information prescribed by the Russian consumer credit legislation. The Credit Card Statement will contain information on the available limit and the Outstanding Balance as of the date of Credit Card Statement, information on all Account transactions in the relevant period, information on the Minimum Payment Amount under paragraph 2.5. above or information that the Minimum Payment Amount is equal to zero (if the Customer has been allowed an opportunity not to repay the Minimum Payment Amount under paragraph 2.6. above), information on the Payment Date, and such other information as required by these Terms and Conditions and/or the General Terms of Credit Agreement. For the Customer's convenience, the Credit Card Statement will show the Account Balance (the positive amount of the Customer's own funds in the Account) as a negative amount of the Outstanding Balance.

**10.2.** The Customer may, by agreement with Citibank, receive notifications of the availability of the Credit Card Statement for viewing in Citibank<sup>®</sup> Online (the "**Notifications of Statement Availability**") and/or Credit Card Statements in electronic form at his/her e-mail address and/or Mobile Phone Number. The Customer may, at any time, request a Credit Card Statement for a previous period via Citibank branches or Citibank<sup>®</sup> Online.

**10.3.** The Customer undertakes to carefully check the Credit Card Statement and promptly notify Citibank of any errors, discrepancies, or questions concerning the information contained in the Credit Card Statement. If Citibank does not receive such notification from the Customer within a reasonable time, the Customer shall be deemed to have accepted and agreed with all the information contained in the Credit Card Statement. Having failed to receive the Credit Card Statement for any reason, the Customer shall contact Citibank to find out the Minimum Payment Amount and the Payment Date.

## **Citibank<sup>®</sup> Alerting Service**

**10.4.** Citibank Alerting Service enables the Customer to receive Account information and activity details at his/her mobile phone number or e-mail address. The use of this service is subject to a fee as set out in the Tariffs.

**10.5.** The Customer may register for Citibank Alerting Service through Citibank Online and select any of the available alerting 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 his/her mobile phone supports the SMS function and that the Customer is subscribed to the SMS service provided by his/her mobile operator. The Customer understands that mobile operators may charge a fee for transmitting SMS messages and that settlements with the mobile operator will be the Customer's responsibility.) The Customer may cancel any alert through Citibank Online at any time.

**10.6.** If faced with a risk of unauthorized use of Citibank Alerting Service or technical challenges and/or limitations, Citibank may suspend access to certain services available via Citibank Alerting Service until such time as such risk and/or technical challenges and/or limitations (e.g. consequences of 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) are removed and/or the maintenance work is complete, with or without prior notice to the Customer. Such technical suspension will not prevent access to services via other channels available at the time under this Agreement.

## **11. Payment of Fees**

**11.1.** The Customer undertakes to pay Citibank out of his/her own funds all applicable Credit Card Fees and charges under the Agreement as set out in the Tariffs, as well as such fees and charges as provided for in the Credit Agreement, the banking services agreement, the brokerage agreement, the custody services agreement, the dual currency deposit master agreement, the safe deposit box rental agreement and other agreements entered into between the Customer and Citibank. The Customer hereby consents/accepts that, at such times as specified by this Agreement and the other agreements referred to above, Citibank will debit the Account for any fees and charges payable by the Customer to Citibank in the amount of the Customer's obligations due to Citibank as at the date of such debit, provided the Customer's own funds are available in the Account. The Customer gives his/her prior acceptance and authorizes Citibank to make such debits to his/her Account on the relevant dates. Citibank's debiting of the Account in accordance with the Customer's prior acceptance is a free supplementary service provided for the Customer's convenience with an aim to prevent an increase in the Customer's obligations to Citibank.

**11.2.** If for a minimum of three (3) consecutive months preceding the termination of the Agreement by 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 if unpaid by the Customer by the termination date.

## **12. Set-off**

**12.1.** The Customer agrees that Citibank may use any balance in the Customer's accounts with Citibank (irrespective of the currency of such account(s)) to offset any monetary obligations of the Customer to Citibank relating to account credit, payment of bank fees or payment of interest, outstanding under the 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.

## **13. Verification, Monitoring and Recording**

The Customer confirms that all information provided by the Customer to Citibank in connection with the Agreement and the Credit Agreement, including the information about him/herself, his/her representative, beneficiary or beneficial owner, 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.

Citibank may request and receive from the Customer or his/her representative identity documents and such other documents as are provided for by applicable anti-money laundering and terrorist financing regulations and by the Bank of Russia's regulations adopted in pursuance thereof.

Any change in the Customer's personal information required for the purpose of his/her identification in accordance with Russian law shall be by way of submitting a change request in the form prescribed by Citibank. The Customer agrees that Citibank may verify any information provided by the Customer and authorizes Citibank to conduct such verifications as Citibank deems appropriate.

**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 telephone, video and electronic records may be used as evidence in any proceedings.

**13.2.** The Customer agrees that conversations and communications between the Customer and a Citibank employee may be recorded by Citibank for the purposes of security and quality assurance, and that such records may be used as evidence in any proceedings.

#### **14. Compliance with Law**

**14.1.** The Customer understands that all banking 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 potentially 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 to Citibank's 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, the Virtual 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 assigned by a Russian mobile service carrier and ensure that 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 Account 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 requirements of Citibank.

**15.6.** If there is no Customer-initiated transactions 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 an electronic means of payment (hereinafter includes the Credit Card, the Virtual 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. 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 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 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
- Requires 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 caller:

- 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 official website of Citibank 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 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 website has been accessed via a link; 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
- 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 should check the last logon date and time, and in the event of unauthorized access 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 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 report this to Citibank via CitiPhone.

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.

**15.7.5.** Upon receipt of the **Credit Card**, the Customer should immediately sign the card on the reverse. The Customer should 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 should 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 recommended to use his/her Credit Card at Citibank ATMs. Where a non-Citibank ATM is used, Citibank is not responsible for the safe use of such ATM. 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 should 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. In exceptional cases, where 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, the Virtual 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 unauthorized activity in the Customer's account, the Customer shall be responsible for the consequences of such unauthorized activity.

**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 by the merchant.

## **16. Settlement of Disputes**

**16.1.** Notwithstanding that 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 via CitiPhone. If the disputable situation can not be resolved by a Citibank representative via CitiPhone, Citibank 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 of disputable situation for consideration by an authorized Citibank employee. The Customer may obtain information regarding the current status of his/her written statement via CitiPhone.

**16.3.** Citibank will use its best endeavors to settle the existing disputable situation within the timeframe as provided by applicable law, Citibank policies or the rules of the payment system concerned, and will inform the Customer of the results of its investigation. Citibank may ask to meet the Customer in person in order to settle the disputable situation. Where necessary, Citibank may involve various specialists and experts 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, the parties will refer the matter to court as described below.

## **17. Term and Termination of the Agreement and the Credit Agreement**

**17.1.** The Agreement is entered into for a term of one (1) year and will be automatically renewed for another one-year term thereafter. Citibank may give the Customer prior written notice of termination of the Agreement due to expiration of its term, in which case no automatic renewal of the Agreement will occur.

The term of the Credit Agreement is similar to that of the Agreement. Citibank may, by notice to the Customer, require repayment of credit at any time. Where this is the case, the Customer shall repay the principal and pay any interest accrued up to and including the actual repayment date within thirty (30) days of Citibank's notice.

**17.2.** The Customer may at any time terminate the Agreement and the Credit Agreement by giving written notice to Citibank and instructing Citibank to transfer the Account Balance, if any, to an account at Citibank or another bank or financial institution, provided that the Customer has no obligations outstanding to Citibank as at the termination date thereof. Due to the fact that the Agreement and the Credit Agreement are closely interrelated, the termination of the Agreement will trigger the termination of the Credit Agreement and vice versa.

**17.3.** The Agreement and the Credit Agreement will also terminate in the event Citibank cancels the credit limit or the available limit set for the Customer. Where this is the case, Citibank shall give the Customer at least thirty days' written notice of termination of the Agreement and the Credit Agreement.

**17.4.** In the event the Agreement and the Credit Agreement are terminated for whatever reason:

- (a) the Account will be closed (provided the Customer's Account Balance has been transferred and/or received in cash);
- (b) the Customer's Credit Card (and any supplementary Credit Cards) will be blocked and revoked;
- (c) any EPP Transaction will become a Non-EPP Transaction and interest accrued up to the termination date of the Agreement and the Credit Agreement will not be subject to recomputation; the Outstanding Balance under such transaction will become due and payable by the Customer;

(d) the whole Outstanding Balance will become due and payable by the Customer. The amounts referred to above will become due and payable immediately but in any event within thirty (30) days of Citibank's demand.

**17.5.** Citibank will repay the Account Balance to the Customer (less the amount of any debt then owed by the Customer to Citibank) by transferring such funds to an account at Citibank or another bank or financial institution in accordance with the Customer's instruction. If Citibank is not in receipt of such instruction by the time of termination of the Agreement, the Customer may receive the funds at any Citibank branch against a written request.

**17.6.** If the Agreement is terminated by Citibank on the grounds provided for by applicable anti-money laundering and terrorist financing regulations, Citibank will give the Customer written notice to that effect. The Agreement will be deemed terminated at the expiration of the time period set out in such notice. If the Customer fails to come to collect the Account Balance within the time period set out in Citibank's notice of termination or if Citibank does not receive the Customer's funds transfer instruction within the same period, Citibank will transfer such funds to a special account with the Bank of Russia in accordance with applicable law.

**17.7.** Except as expressly provided in the Agreement, the termination of the Agreement for whatever reason shall not in any way affect or alter the Customer's obligations arising prior to and outstanding at the termination date, nor shall it affect or alter any rights and remedies granted to Citibank under the Agreement with respect to any of the Customer's obligations arising prior to and outstanding at the termination date.

## **18. Miscellaneous**

**18.1.** Citibank will not be responsible for any failure to perform or improper performance of its obligations under the Agreement and/or the Credit Agreement if it proves that the proper performance of such obligations was impossible due to force majeure, which means extraordinary circumstances unavoidable in the given conditions, 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 central (national) banks of other countries (including restrictions on currency convertibility or transferability), which would make the performance of obligations by Citibank under the Agreement and/or the Credit Agreement 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 and/or the Credit 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 and/or the Credit Agreement without Citibank's prior written consent. Any assignment, transfer or other disposal by the Customer of its rights or obligations under the Agreement and/or the Credit Agreement without Citibank's prior written consent shall be void. Citibank may assign, transfer or otherwise dispose of any of its rights under the Agreement to any third party without the Customer's consent. For the purposes of such assignment, transfer or other disposal, Citibank may disclose to any actual or prospective assignee or any other person such information about the Customer as Citibank may consider appropriate.

**18.3.** The Customer agrees that, to the extent permitted by applicable law, Citibank may at any time unilaterally modify or amend the Agreement and/or the Credit Agreement (including the Tariffs), except where such modifications or amendments increase the interest rate or raise the existing or impose new transaction fees in the Tariffs, or otherwise increase the existing or create new monetary obligations of the Customer under the Agreement and/or the Credit Agreement. Such modifications or amendments shall take effect immediately, unless Citibank specifies another effective date.

Any modifications or amendments to the Agreement made in relation to the tariffs which increase the existing or create new monetary obligations of the Customer under the Agreement shall take effect thirty (30) days after the date of Citibank's notice given to the Customer using such methods as determined by Citibank. Such methods may include, in particular, notifications sent to the Customer's Mobile Phone Number or e-mail address, included on the Credit Card Statement or posted in Citibank Online, or such other methods as may be determined by Citibank.

Any modifications or amendments to the General Terms of Credit Agreement and/or the Tariffs increasing the interest rate or raising the existing or imposing new transaction fees, or otherwise increasing the existing or creating new monetary obligations of the Customer under the Credit Agreement, shall take effect from the date of acceptance by the Customer of Citibank's offer of such modifications or amendments. If, within thirty (30) days of receipt of Citibank's offer of modifications or amendments to the General Terms of Credit Agreement and/or the Tariffs the Customer does not express his/her disagreement with the offer, such modifications or amendments shall take effect, and silence shall constitute acceptance by the Customer of Citibank's offer of modifications or amendments to the General Terms of Credit Agreement and/or the Tariffs under paragraph 438(2) of the Russian Civil Code. Citibank's offer of modifications or amendments to the General Terms of Credit Agreement and/or the Tariffs may be sent to the Customer using any method as determined by Citibank. If the Customer expresses his/her disagreement with Citibank's offer of modifications or amendments to the General Terms of Credit Agreement and/or the Tariffs within thirty (30) days of receipt of such offer, Citibank may, by notice to the Customer, require repayment of credit. Where this is the case, the Customer shall repay the principal and pay any interest accrued up to and including the actual repayment date within thirty (30) days of Citibank's notice.

The Customer may at any time obtain the current version of the Terms and Conditions, the Application and the Tariffs at Citibank branches or on Citibank's website at [www.citibank.ru](http://www.citibank.ru).

The parties agree that the Agreement and/or the Credit Agreement may only be modified or amended in the above procedure and that no other documents, publications, information or advertising materials (whether written or otherwise) may modify or amend the Agreement and/or the Credit Agreement.

**18.4.** Citibank will be liable to the Customer for losses incurred by the Customer as a result of Citibank's wrongful acts or omissions. Citibank will be relieved of the liability if the Customer's losses were incurred as a result of the Customer's breach of this Agreement.

**18.5.** The Customer will be liable to Citibank for all losses incurred by Citibank as a result of the Customer's breach of the Agreement, the Credit Agreement or applicable laws and regulations.

**18.6.** The Customer must regularly obtain information concerning modifications or amendments to the current version of the Terms and Conditions, the General Terms of Credit Agreement, the Application and the Tariffs, as described above.

**18.7.** The Customer acknowledges and agrees that the obligations of Citibank arising out of or in connection with the Agreement and/or the Credit Agreement are the obligations of AO Citibank alone and are not the obligations of Citigroup, Inc. (USA) or any other of its affiliates and/or subsidiaries whether in Russia or abroad.

**18.8.** Citibank will treat information relating to the Customer as confidential, however, the Customer agrees that, for the purposes of the Agreement and/or the Credit Agreement, Citibank may transfer and disclose any information relating to the Customer to Citibank's subsidiaries, representative offices, affiliates, agents, or third parties (including any credit bureaus), at the discretion of any of them and irrespective of their location, for confidential use (including in connection with the provision of services and products, data processing, statistical accounting, and risk management) in accordance with and to the extent permitted by applicable law. Citibank and any of its subsidiaries, representative offices, affiliates, agents, or third parties, may transfer and disclose any such information as required by any decisions, orders, resolutions, rulings, writs, warrants or other documents issued by the courts, regulators or law enforcement agencies.

**18.9.** Citibank may unconditionally recover from the Customer any amount overdue under the Credit Agreement based on a notarial endorsement.

**18.10.** If Citibank engages a third party to interact with the Customer for the purpose of debt collection, Citibank shall notify the Customer thereof by regular mail at the address provided by the Customer in the Application or at such other address as may be given by the Customer.

**18.11.** If any provision of the Agreement and/or the Credit Agreement is or becomes illegal, invalid or unenforceable, that shall not affect the validity of any other provisions of the Agreement and/or the Credit Agreement, which shall remain valid to the extent of its or their legal, valid and enforceable provisions. The execution of amendment agreements to exclude inapplicable provisions from the Agreement and/or the Credit Agreement shall not be required.

**18.12.** Any failure to exercise or delay in exercising by the Customer or Citibank their rights or remedies under the Agreement and/or the Credit Agreement will be limited to a specific instance where to such failure to exercise or forbearance relate, and will not affect any further exercise of rights or remedies available to the Customer or Citibank.

**18.13.** The Agreement and the Credit Agreement will be governed by and construed in accordance with the laws of the Russian Federation. Any disputes between the parties will be subject to the jurisdiction of Russian courts. To the extent permitted by applicable law, any action claiming breach of Citibank's rights will be referred to and resolved by the Presnensky District Court of Moscow.

**18.14.** The Agreement and the Credit Agreement may be executed by the parties in Russian and English but the Russian version of the Agreement and the Credit Agreement shall prevail and shall be used in any proceedings.

### **19. Third Party Services**

While using Citibank services, the Customer may receive additional services, benefits and/or offers (e.g. discounts at certain hotel chains, restaurants, etc.) as may be available pursuant to agreements between Citibank and third party providers. Citibank may advise the Customer of the availability of such additional services, benefits and/or offers in such manner as Citibank deems appropriate. The Customer understands that such additional services, benefits and/or offers are provided to the Customer by third parties and not by Citibank. Any legal relationship arising out of or in connection with third party services will be between the Customer and such third parties.

### **ATTENTION! IMPORTANT NOTICE FOR CUSTOMERS**

Please be aware that if within one (1) year the total amount of payments towards all of the Customer's obligations existing on the Credit Card application date under any loan or credit agreements, including payment of Citibank Credit Card bills, exceeds fifty (50) percent of the Customer's annual income, the Customer will face the risk of default under the Credit Agreement and imposition of penalties.

### **PRIVACY FOR CONSUMERS AT AO CITIBANK**

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

#### **You have choices:**

As our 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.

**Maria Ivanova  
President,  
AO Citibank.**

If you have any questions or comments concerning Privacy for Consumers at AO Citibank, including if you wish to opt out of marketing communications, please contact a CitiPhone<sup>®</sup> banker on **+7 (495) 775-75-75** in Moscow, **+7 (812) 336-75-75** in St. Petersburg, or **+7 (800) 700-38-38** elsewhere in Russia.

# CiV Life

## **EXPLANATORY NOTICE to a person insured under Citi Protection Maximum Effective as of January, 15, 2019**

You will be deemed to be an Insured Person under Citi Protection Maximum (the "Insurance Program") if you have consented to become an Insured Person under the insurance program for AO Citibank credit cardholders under the Life Insurance Contract (the "Insurance Contract") between AO Citibank as the Insurant ("Citibank") and OOO "Strakhovaya Kompaniya "CIV Life" (the "Insurer").

In accordance with the current Russian legislation and the Insurance Contract, we notify you as follows:

- ▶ 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 credit;
- ▶ The Beneficiary(ies) under the Insurance Contract is/are the Insured Person or his/her lawful heir(s) in the event of the Insured Person's death;
- ▶ The Insurance Program is a long-term plan, which provides for your obligation to pay a participation fee on a regular basis;
- ▶ Liability under the Insurance Program is borne by OOO "Strakhovaya Kompaniya "CIV Life";
- ▶ The Insurance Program has a cooling-off period. You may refuse to be the Insured Person by completing a form at any Citibank branch or by calling CitiPhone on working days between 8:00 a. m. and 8:00 p. m. 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. If you cancel your insurance within the first thirty (30) days of the Insurance Program commencement date, the participation fee will not be charged, or, if it has been paid, will be refunded, unless an insured event has occurred.
- ▶ If you cancel your insurance after the first thirty (30) days of the Insurance Program commencement date, the participation fee will not be refunded.

The Insured Persons are those Citibank primary credit card holders between 21 and 59 years (both ages inclusive), who, at the date of consenting to become the Insured Person, were not qualified as disabled under Disability Group 1, 2 or 3, 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 about how to become the Insured Person and get any additional information by calling CitiPhone on working days between 8:00 a. m. and 8:00 p. m. 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 by visiting [www.citibank.ru](http://www.citibank.ru) or any Citibank branch.

## **INSURANCE INDEMNITY**

The Insurance Program provides coverage against the following insured events/risks:

1. "Temporary disability of the Insured Person due to any cause" (provided that such disability lasted for more than 15 consecutive days).
2. "Qualification of the Insured Person as disabled under Disability Group 1, 2 or 3 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 for the risks "Death of the Insured Person due to any cause", "Qualification of the Insured Person as disabled under Disability Group 1, 2 or 3 due to any cause", "Temporary disability of the Insured Person due to any cause" and "Involuntary loss of employment by the Insured Person" in the aggregate will be five times the amount of the Insured Person's Total Credit Card Debt, up to RUB 2,400,000.

## **INSURANCE MONEY WILL BE PAID AS FOLLOWS:**

On occurrence of the insured event with respect to the risk "Death of the Insured Person due to any cause" – a lump sum payment of five times the amount of the Insured Person's Total Credit Card Debt;

- ▶ On occurrence of the insured event with respect to the risk "Qualification of the Insured Person as disabled under Disability Group 1, 2 or 3 due to any cause":

- ▶ upon initial qualification of the Insured Person as disabled under Disability Group 1 or 2 – a lump sum payment in the amount of 400% (four hundred percent) of the Insured Person's Total Credit Card Debt;
- ▶ upon initial qualification of the Insured Person as disabled under Disability Group 3 – a lump sum payment in the amount of 200% (two hundred percent) of the Insured Person's Total Credit Card Debt.
- ▶ On occurrence of the insured event with respect to the risk "Temporary disability of the Insured Person due to any cause" – 1.34% of the Insured Person's Total Credit Card Debt for each day of disability starting from the 1st day, provided that such disability lasted for more than 15 consecutive days.

The total amount of insurance payouts per Insured Person in relation to all the insured events that occur with respect to the risk "Temporary disability of the Insured Person due to any cause" throughout the term of insurance will not exceed RUB 80,000 (eighty thousands rubles).

- ▶ On occurrence of the insured event with respect to the risk "Involuntary loss of employment by the Insured Person" – a lump sum payment in the amount of 200% of the Insured Person's Total Credit Card Debt, provided that unemployment lasts for more than 30 days. The total amount of insurance payouts in relation to all the insured events that occur with respect to this risk will not exceed RUB 150,000 throughout the term of insurance.

If an insured event occurs before the payment of the next premium due from the Insurant, 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.

The maximum amount of insurance payouts per Insured Person 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, 2 or 3 due to any cause", "Temporary disability of the Insured Person due to any cause" and "Involuntary loss of employment by the Insured Person" will not exceed RUB 2,400,000.

**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 fifteen (15) 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", "Qualification of the Insured Person as disabled under Disability Group 1, 2 or 3 due to any cause" or "Involuntary loss of employment by the Insured Person" – within thirty (30) days after becoming aware thereof, by

calling CitiPhone on working days between 8:00 a. m. and 8:00 p. m. 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 by calling the Insurer on +7 (495) 967-92-67 in Moscow or e-mailing the Insurer at [claim@civ-life.com](mailto:claim@civ-life.com), or using the Insurer's online claim notification system at [www.civlife.com](http://www.civlife.com).

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 charged on a monthly basis for the insurance program participation fee in the amount of 0.70% (including VAT) of your Total Credit Card Debt (including your Equal Payment Plan debt) as at the statement date.

This participation fee is a compensation for the Insurant's costs incurred in connection with the provision of the credit card holder with this service (to wit, the premium paid by the Insurant to the Insurer in the amount from 0.2% to 0.4% of the Total Credit Card Debt as at the statement date as provided in the Insurance Contract, and the Insurant's expenses related to the organization and administration of the Insurance Program, the transfer of information about the Insured Person to the Insurer, the processing of information about the Insured Person, the information support of the Insured Person/legitimate representatives of the Insured Person with respect to the Insurance Program, the organization of interaction and document flow between the Insured Person/legitimate representatives of the Insured Person and the Insurer upon occurrence of an insured event, the organization of repayment of the Insured Person's debt under the credit card agreement out of insurance proceeds, and other expenses).

### **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 the insurance program participation fee is timely paid 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, 2 or 3 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.

## 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, 2 or 3 based on MSE standards in accordance with Order No. 1024n of the Ministry of Labor and Social Security of the Russian Federation dated December 17, 2015.

**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 fifteen (15) 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.

**Total Credit Card Debt** 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, 2 or 3 due to any cause" will be the date when Disability Group 1, 2 or 3 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, 2 or 3 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 or over 60 years old, are qualified as disabled under Disability Group 1 2 or 3, 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, 2 or 3 due to any cause" will not be deemed the insured event if the disability 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 jobseeker 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:
  - willful acts of the Insurant, the Insured Person or the Beneficiary;
  - in other events provided for by the laws of the Russian Federation.

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

- ▶ is under 21 or over 60 years old;
- ▶ does not have a permanent job;
- ▶ is given notice of dismissal by the employer, as at the date the Insurance Contract is entered into with respect to the Insured Person.

## **DOCUMENTS REQUIRED FOR THE PAYMENT OF INSURANCE MONEY**

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 Total Credit Card Debt 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, 2 or 3**:

- ▶ A payment request from the Insured Person;
- ▶ A properly certified copy of the Insured Person’s passport;
- ▶ A certificate of Disability Group 1, 2 or 3 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 Total Credit Card Debt 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 of the Insured Person’s **temporary disability**:

- ▶ A payment request from the Insured Person;
- ▶ A properly certified copy of the Insured Person’s passport;
- ▶ A sick list certified by the employer;
- ▶ The Insured Person’s credit card statement detailing the Insured Person’s Total Credit Card Debt 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 of the Insured Person's **Involuntary loss of employment**:

- ▶ 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;
- ▶ 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);
- ▶ The Insured Person's credit card statement detailing the Insured Person's Total Credit Card Debt 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);
- ▶ A certificate issued by employer to confirm the Insured Person's employment on the date of occurrence of the insured event.

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 CitiPhone on working days between 8:00 a. m. and 8:00 p. m. 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) 967-92-67 in Moscow, or visit any Citibank branch.

The terms and conditions of the Insurance Program, including the insurance program participation fee, may change from time

to time. Any changes and amendments will take effect in the relation to the Insured Person no earlier than fourteen (14) days after the date the new version of the insurance program terms and conditions is published on Citibank's website at [www.citibank.ru](http://www.citibank.ru). Where this is the case, Citibank will additionally notify the Insured Persons of such changes and amendment by text or e-mail.

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OOO "Strakhovaya Kompaniya "Civ Life" CBR licenses СЖ No.4105 and СЛ No.4105 issued May 19, 2017. 30/1, bldg. 2, Obrucheva st., Moscow, 117485, Russia. Tel.: +7 (495) 967-92-67, fax: +7 (495) 967-92-60 <http://www.civ-life.com>, [info@civ-life.com](mailto:info@civ-life.com)

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