AO CITIBANK
CREDIT CARD TERMS
AND CONDITIONS
FOR CONSUMERS

PRIVACY FOR CONSUMERS
AT AO CITIBANK

EXPLANATORY NOTICE
TO A PERSON INSURED UNDER
CITI PROTECTION MAXIMUM
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, commis- sions and charges (the "Application") and 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 "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 secondary primary Credit Card and/or a supple- mentary Credit Card, credit limit (i.e. a credit limit up to which the Customer may borrow), the interest rate and other material terms and conditions of credit agreement will be set out in the individual terms of credit agreement. The Customer may indicate his/her acceptance of the offer concerning an increase or decrease in the credit limit within the said 30-day period. If the Customer's acceptance or refusal of the offer concerning an increase or decrease in the credit limit is not indicated within the said time, the terms of credit will continue to apply unchanged. The Customer is also entitled to notify Citibank of his/her refusal to accept Citibank's offer concerning an increase or decrease in the credit limit. The Customer may indicate his/her acceptance of the offer concerning an increase or decrease in the credit limit. The Customer may indicate his/her refusal to accept Citibank's offer concerning an increase or decrease in the credit limit. 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 (i.e. at the time of card issue by Citibank) if such offer originates from one of the last banking day of the sixth calendar month from the date they were sent to the Customer. Upon consideration of the Application and other documents, Citibank will give 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.

1.2. 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. Each of these terms represents the general terms of credit (the "General Terms of Credit Agreement") and together with the individu- al 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 transactions (the "Account"). The 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. 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 agree- ment agreed with the Customer, represent the contracts of adhesion.

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 agree- ment 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 sixth 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 at the time of the Customer's acceptance of the Credit Card or Credit Card application. 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 agree- ment. Citibank shall not change the individual terms of credit agreement until the end of the last banking day of the sixth 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 the offer by carrying out any Credit Card transaction, including that which is in excess of the credit limit. Citibank may, within 30 (thirty) days of the date of such offer, inform the Customer that the offer is not indicated within the said time, the terms of credit will continue to apply unchanged. The Customer is also entitled to notify Citibank of his/her refusal to accept Citibank's offer concerning an increase or decrease in the credit limit within the said 30-day period. Citibank may also, from time to time, send the Customer an offer concerning an 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 receipt of such offer, the Customer’s acceptance of the offer by carrying out any Credit Card transaction within thirty (30) days of its receipt does not apply. 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 the offer are not fulfilled within the date specified in the offer, the credit limit will change in the manner as set out in Citibank’s offer. The Customer is also entitled to notify Citibank of his/her refusal to accept Citibank’s offer concerning an increase or decrease in the credit limit.

2.2. The Customer may use the credit within the available limit (i.e. the difference between the credit limit and the total Outstanding Balance) by charging transactions to his/her Account, including cash withdrawals at ATMs, purchase of 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 and (b) the 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, no interest shall accrue; (ii) if the amount of the Outstanding Balance relating to Non-EPP Purchases is not fully repaid by the Customer by the Payment Date indicated on the Credit Card Statement, interest (on the outstanding portion) shall accrue from the date of the origination of the Outstanding Balance in respect of such transactions until and including the date of full repayment of the amount outstanding relating to such transactions. 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 ("Fees") to the Customer. Fees, plus all interest and charges associated with such amount of technical overdraft shall accrue interest at an annual rate as determined in the Individual Terms of Credit Agreement – for transactions made with the equal payment plan ("EPP Transactions"). The Customer shall, on a monthly basis, repay to Citibank a Minimum Payment Amount on the payment due date specified in the Credit Card Statement (the “Payment Date”). Failure by the Customer to receive the Credit Card Statement for any reason beyond Citibank’s control shall not relieve the Customer of his/her obligations 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 obliga-
tions 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 on or before 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 on 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 receipt of Citibank's notice to that effect given in any manner provided 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 not 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 has a right 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. If the Customer repays any indebtedness owed to Citibank by making a 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) arising at the same time, Citibank will apply the payment in excess of the Account Balance towards the payment of a portion of the Minimum Payment Amount, for a period not 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 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 following the date when such opportunity was allowed.

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 of different 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 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 in its name 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. 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, 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 requested to enter PIN in order to use the Credit Card or to use the Customer’s ATM, to recover transactions history 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.

3.3. 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 will be required 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.

3.4. 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.

3.5. 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 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. The Customer agrees that in such 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 (including applicable Fees) will be debited from or credited to, respectively, the Account. If the currency of the Account is the same as the currency of the transaction, the transaction amount will be debited from or credited to the Account 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 or credited 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 or credited to the Account using the internal exchange rate applicable on the date the transaction is posted/charged to the Account if a weekend or a public holiday. 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 or credited to the Account using the internal exchange rate applicable on the date the transaction is posted/charged to the Account if a weekend or a public holiday.

3.6. 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.

3.7. 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.

3.8. 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 the 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.
3.9. 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 take adequate precautions against such use. 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 CitiPhone, and TPIN – through CitiPhone.

3.10. The Customer understands that the Credit Card has been lost or stolen, or if the Customer reasonably believes 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.

3.11. Citibank shall be liable for loss, damage or expenses incurred by the Customer in the event the Customer's Credit Card has been lost or stolen, or if the Customer's PIN or the Customer's 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.

3.12. 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. The Customer understands that the Credit Card may be blocked at any time, cardless, 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 anti-money laundering requirements, rules and procedures. 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 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.

3.13. 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.

3.14. 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 (the “Cashback”) to the Customer. The Customer acknowledges and agrees that the use of the Citibank MasterCard Cash Back Credit Card shall be governed by the provisions of the Terms and Conditions, unless otherwise provided for 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 Citibank's schedule. Cashback will be credited on the last day of the calendar month following the event date, and 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 for by this Section 4.
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 amount of the rewards referred to in this Section 4 shall be transferred by Citibank to the Customer within five (5) business days of the Credit Card Statement date. Any reward received by the Customer shall be subject to tax under applicable Russian tax law. Where and as required by applicable Russian tax law, Citibank shall provide tax authorities with requisite information on income paid and tax withheld, and notify the Customer thereof. Citibank shall inform the Customer of the amount of rewards 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 (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 issuance, maintenance and usage 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 Fare payment service, including the Citi Express Service, shall be solely between the Customer and the Transport Service Provider(s). Citibank shall refer all disputes in connection with the use of the Citi Express Service to the Transport Service Provider concerned.

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 Transport Application by the Transport Service Provider, or any change in the transport 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 as per the Tariffs. 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 institu-
tions (if they provide such services and subject to the rules and procedures of such banks and financial institutions). The Customer agrees that Citibank may set 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 through which such transactions are 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 processed by the bank, financial institution or payment system 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 or banknotes deposited at an ATM, such banknotes will be retained by Citibank and have to be delivered 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 or 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. Subject to Citibank's consent, which consent may be refused without giving a reason, 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 rubles subject to applicable laws, regulations and internal rules and procedures of Citibank. The Customer may give Citibank one payment 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.

6.6. 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.

6.7. 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 may be responsible for any errors or rate discrepancies that are due to 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.

6.8. 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 following day following the date of receipt by Citibank of a duly issued funds transfer instruction together with other necessary documents, if any, and the latest 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.

6.10. 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 other fees and expenses related to such payment or transfer) no later than the first business day following the date 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 and manner as prescribed by Citibank. 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

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 or banknotes deposited at an ATM, such banknotes will be retained by Citibank and have to be delivered 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 or 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. Subject to Citibank's consent, which consent may be refused without giving a reason, 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 rubles subject to applicable laws, regulations and internal rules and procedures of Citibank. The Customer may give Citibank one payment 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.

6.6. 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.

6.7. 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 may be responsible for any errors or rate discrepancies that are due to 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.

6.8. 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 following day following the date of receipt by Citibank of a duly issued funds transfer instruction together with other necessary documents, if any, and the latest 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.

6.10. 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 other fees and expenses related to such payment or transfer) no later than the first business day following the date 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 and manner as prescribed by Citibank. 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.

6.13. 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.

6.14. 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 the Customer’s identity verification procedures 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 his/her intention to make the EPP Transaction before the purchase 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.

6.15. The Customer agrees that erroneous credit entries to the Account may be annulled (cancelled) by Citibank by means of reverse entries made without prior notice to the Customer.

6.16. 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

6.17. 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.

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 the 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 conduct of the transaction is within the available limit and that the Credit Card is used in accordance with the rules and regulations of Citibank in 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.

7.8. 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.

7.9. 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 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 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 in the Account. By requesting Advanced Loan on Phone 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 amount 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 part or in full, at any time. For the purpose of full or partial prepayment, the Customer must change his/her EPP Transaction via CitiPhone, Citibank Online or otherwise as may be determined by Citibank. The EPP Transaction debt will be reduced by the amount of full or partial prepayment, and the amount of full or partial prepayment 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 duty 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 modifi-
cation 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 termination or modification, unless 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 charged by the Customer 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 that the Customer provisionally pays the price of the EPP Transaction to which the Postponement has been granted by Citibank, the Customer shall be obliged to pay interest accrued over the duration of the Postponeements 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))

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 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. Citibank Online™

Citibank Online is the Citibank internet banking system which enables the Customer to conduct 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 Citibank Online services using a computer and/or mobile phone with access to the Internet. To access Citibank Online, the Customer must enter his/her User ID and Password following the instructions on www.citibank.ru. The Customer is deemed to have accepted and agreed with all the information contained in the Citibank Online terms of service (hereinafter referred to as “the Terms”).

9.2. The Customer agrees that the input of the User ID and Password created by the Customer when signing on to 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 via the use of Citibank Online.

9.3. If faced with a risk of unauthorized use of Citibank Online or technical challenges and/or limitations, Citibank may suspend access to certain services available via Citibank Online until such time as such risk and/or technical challenges and/or limitation is over. The Customer shall be notified in writing of any failure, instability or interruption of the 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.

9.4. 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.

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

9.6. 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 Bank Card, Citibank Online and/or CitiPhone, after the charge has been made.

9.7. The availability of information on the Account in Citibank Online is the right of the Customer to access information on the Customer’s accounts made with the use of an electronic payment means, including the Bank Card, Citibank Online and CitiPhone, shall be deemed proper notification of the Customer of charges made with the use of an electronic payment means under the Banking Services Agreement.

10. Credit Card Statement

10.1. Citibank will send a Credit Card statement (the “Credit Card Statement”) or a notification of the availability of the Credit Card Statement for viewing in Citibank Online (the “Notification of Statement Availability”) to the Customer on a monthly basis. The Credit Card Statement and/or the Notification of Statement Availability will contain information on the Account Balance as of the Credit Card Statement date, information on all the Account transactions (if the Customer has been allowed an opportunity not to repay the Minimum Payment Amount under paragraph 2.5 above or information that the Minimum Payment Amount is equal to zero), information on 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. Citibank will send the Credit Card Statement to the mailing address as indicated by the Customer. The Credit Card Statement may be sent to the Customer by mail, registered mail, courier or such other means as may be determined by Citibank in the individual terms of credit agreement. The Customer may at any time change his/her mailing address at Citibank branches or through Citibank Online and CitiPhone.

10.3. Citibank may at any time discontinue sending Credit Card Statements to the Customer’s mailing address, and Notifications of Statement Availability will be sent to the Customer's e-mail address and/or mobile phone number. Upon receipt of the Notification of Statement Availability, the Customer undertakes to obtain the Credit Card Statement from a Citibank branch or through Citibank Online and/or CitiPhone.

10.4. The Customer undertakes to carefully check the Credit Card Statement and promptly notify Citibank of any errors, discrepancies, or omissions in 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 and/or the Notification of Statement Availability for any reason, the Customer shall contact Citibank to find out the Minimum Payment Amount and the Payment Date.

Citicom Alerting Service

10.5. 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.

10.6. The Customer may register for Citibank Alerting Service through Citibank Online or CitiPhone 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 number 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 Citibank Alerting Service through Citibank Online or CitiPhone at any time.

10.7. 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 or arrangements that have given rise to such monetary obligations of the Customer to 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 a party thereto, there are 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 is true and correct in all respects and undertakes to promptly notify Citibank of any changes in the information provided by the Customer to Citibank. The Customer agrees that Citibank may verify any information provided by the Customer to Citibank and authorizes Citibank to conduct any such verifications as it deems necessary.

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 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 discussions 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 (e.g., to certain transactions and/or to certain customers) and duties (e.g., to monitor transactions and/or to detect/analyze certain 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.
15. Security

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

15.2. The Customer shall provide to Citibank a valid Mobile Phone Number 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, Citibank Online 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, Citibank Online and CitiPhone), the Customer shall comply with the recommendations set out below. 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.

15.8. If the Customer receives an SMS message, he/she should 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
- Requires 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 e-mail message, he/she should immediately report this to Citibank via CitiPhone.

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

15.10. 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
- Requires 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
- Requires an urgent response by the Customer; or
- Contains a personal information entry form; or
- Requires 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
- Contains an unexpected credit to the Customer; or
- Contains a personal information entry form; or
- Originates other than from Citibank's official e-mail address provided on its official website; or
- Requires 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, malware and spyware, and that there is no unauthorized access to the computer from the Internet or a local area network.

It is not allowed to sign on to and use Citibank Online if:
- The website is not the genuine official website of Citibank; or
- The Customer has not personally entered Citibank's website address in the browser's 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, malware or spyware; or
- There is unauthorized access to the computer from the Internet or a local area network; or
- Citibank's website does not operate in the protected mode or the padlock icon is not displayed on the webpage; or
- TPIN is requested.

A password for Citibank Online should be secure, impossible to determine or guess, and 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 off on Citibank Online but received a sign-off 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 or ATM. 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 not accessible 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 loss 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, malware and spyware, and that there is no unauthorized access to the computer from the Internet or a local area network.

It is not allowed to 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, malware 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.
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 the Customer 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 in use (e.g. online or via ATM) and for the purposes of the Customer’s consent, the Customer shall deliver written notice thereof to Citibank on the form provided for the purpose immediately upon discovery of the same but no later than the day following the day of Citibank’s unauthorized transaction alert. Together with said notice, the Customer shall provide Citibank with a copy of his/her report to a law enforcement authority regarding the unauthorized transaction, and this must be signed as required by such law enforcement authority. In the absence of a copy of such stamped report, the Customer’s notice shall not be considered by Citibank. However, in exceptional cases, 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, 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.

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 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 disputable situation to a Citibank branch. Citibank undertakes to promptly present such written statement of disputable situation for consideration by an authorized Citibank employee.

16.3. Citibank will use its best endeavors to settle the existing dispute 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 notice of 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 a written notice to Citibank. Written notice to terminate the Agreement is to be delivered by the Customer via CitiPhone. The Tariffs may set forth a daily limit for ATM cash withdrawals. Citibank shall not charge the Customer’s Credit Card account for 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 account to law enforcement authorities. Any consideration of the Customer’s unauthorized transactions may be requested by law enforcement authorities. The Customer from reporting such unauthorized transaction to law enforcement authorities.

17.3. 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.
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. This Agreement is terminated by Citibank on the grounds provided for by applicable anti-money laundering regulations, Citibank will give the Customer written notice to that effect. This Agreement will be deemed terminated at the expiration of sixty (60) days from the date of giving such notice to the Customer. If the Customer fails to come to collect the Account Balance within sixty (60) days of Citibank's notice of termination of this Agreement 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, the General Terms of Credit Agreement and/or the Tariffs, or otherwise increase the existing or create new monetary obligations of the Customer under the Agreement and/or the Credit Agreement. Such amendments shall take effect immediately unless Citibank specifies another effective date. Any modifications or amendments to the General Terms of Credit Agreement made in relation to the Tariffs which increase 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 Agreement and/or the Credit Agreement shall take effect thirty (30) days after the date of Citibank's written notice sent to the Customer. Any modifications or amendments to the General Terms of Credit Agreement and/or the Tariffs, Citibank may, by written offer of such modifications or amendments. Acceptance by the Customer shall be deemed to have occurred upon any primary Credit Card transaction charged to the Account within the time specified in Citibank's written offer of modifications or amendments to the General Terms of Credit Agreement and/or the Tariffs, 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. 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. 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.

18.10. 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 such failure to exercise or forbearance relate, and will not affect any further exercise of rights or remedies available to the Customer or Citibank.

18.11. The Agreement and the Credit Agreement will be governed by and construed in accordance with the laws of the Russian Federation. Subject to the provisions of Section 16 (Settlement of Disputes), any dispute, controversy or claim arising out of or in connection with the Agreement, including any dispute related to the existence, validity or termination of any relationship between Citibank and the Customer, will be referred by the parties to a court of competent jurisdiction at Citibank's location to the extent permitted by applicable law.

18.12. 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.

Mark Luet  
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 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.
EXPLANATORY NOTICE to a person insured under Citi Protection Maximum Effective as of December 15, 2016

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 primary credit cardholders of the Life Insurance Contract (the “Insurance Contract”) between AO Citibank as the Insurer (“Citibank”) and ОOO “Страховaya Kompaniya “CIV Life” (the “Insurer”).

Your participation in the Insurance Program is voluntary and will have no effect on the bank’s decision to issue a credit card or on the terms of credit. 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 Banking between 8 a.m. and 8 p.m on +7 (800) 700 38 38 elsewhere in Russia, or by visiting 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”;
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 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 be four times the amount of the Insured Person’s credit card principal up to the limit of RUB 2,400,000.

INSURANCE MONEY WILL BE PAID AS FOLLOWS:

• On occurrence of the insured event with respect to the risks “Death of the Insured Person due to any cause” or “Qualification of the Insured Person as disabled under Disability Group 1, 2 or 3 due to any cause” – four times the amount of the Insured Person’s credit card principal;

• On occurrence of the insured event with respect to the risk “Temporary disability of the Insured Person due to any cause” – 1,34% of the Insured Person’s credit card principal for each day of disability starting from the 1st day, provided that such disability lasted for more than 15 consecutive days.

• If such disability lasted for more than 21 consecutive days, a one-time amount of RUB 25,000 will be paid in addition to the payout calculated on per diem basis. 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” within one (1) calendar year, will not exceed RUB 200,000 throughout the term of insurance.

• On occurrence of the insured event with respect to the risk “Involuntary loss of employment by the Insured Person” – 1,34% of the Insured Person’s credit card principal for each day of unemployment lasting for more than 30 days. Payouts will be made on a monthly basis. The total number of monthly payouts for one insured event will not exceed six monthly payouts. 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; or
   • 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 Banking between 8 a.m. and 8 p.m. on +7 (495) 775 75 75 in Moscow or +7 (812) 336 75 75 in St. Petersburg, or +7 (800) 200 38 38 elsewhere in Russia, or the Insurer’s hotline on +7 (495) 967 9 267 in Moscow.

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

Insurance money will be paid 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 0.2% (including VAT) of the credit card principal 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 Insuran to the Insurer in the amount from 0.2% to 0.4% of the credit card principal as at the statement date). 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, the organization of repayment, information about 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. You may refuse to be the Insured Person by completing a form at any Citibank branch or by calling CitiPhone Banking between 8 a.m. and 8 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 commencement of the Insurance Program, the insurance program participation fee will not be charged, or, if it has been paid, will be refunded, unless an insured event has occurred.

KEY DEFINITIONS AND EXCLUSIONS

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

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

Disability 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 a 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 due to an event is a period set by the Insurance Contract in days and counted from the date when the Insured Person joins the Insurance Program (insurance commencement date with respect to the Insured Person). An event occurring during this period will not be the insured event. Credit card principal means the Insured Person’s debt under the credit card agreement, including any accrued interest, fees and fines:
- as at the date of the Insurant’s monthly credit card statement for the month preceding the insurance month for the purpose of determining the insured amount;
- as at the date of the insured event for the purpose of determining the amount of insurance payout.

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

The date of insured event with respect to the risk “Qualification of the Insured Person as disabled under Disability Group 1, 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 event.
• A payment request from the legitimate heir;
• A properly certified copy of the legitimate heir’s passport;
• An original certificate of inheritance or a notarized copy thereof;
• A notarized copy of the death certificate of the insured Person;
• The Insured Person’s credit card statement detailing the Insured Person’s credit card principal on the date of occurrence of the insured event (to be provided by Citibank upon the request of the Insurer);
• A copy of application for inclusion on the insured persons list certified by the Insurer (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 credit card principal on the date of occurrence of the insured event (to be provided by Citibank upon the request of the Insurer);
• A copy of application for inclusion on the insured persons list certified by the Insurer 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 (on one-off basis);
• A properly certified copy of the Insured Person’s passport;
• A certificate issued by the State Employment Service (SES) to confirm registration of the Insured Person as unemployed or job-seeker (on a monthly basis until the final payout in respect of the relevant insured event);
• 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 credit card principal on the date of occurrence of the insured event (to be provided by Citibank upon the request of the Insurer);
• A copy of application for inclusion on the insured persons list certified by the Insurer (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 (on a monthly basis until the final payout in respect of the relevant insured event);
• 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 credit card principal on the date of occurrence of the insured event (to be provided by Citibank upon the request of the Insurer);
• A copy of application for inclusion on the insured persons list certified by the Insurer (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.