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Citi Personal Loan Service Terms And Conditions



SERVICE TERMS AND CONDITIONS

These Service Terms and Conditions need to be read and understood in conjunction with the Citibank Personal Loan agreement signed by the Borrower

1 Internet Banking

1.1 The Borrower has the facility of using Internet Banking, e-Commerce and Mobile Banking facilities. To enable such use, the Bank will allot an Internet Personal Identification Number/User Password (IPIN) number for the Borrower and the Borrower agrees as follows:

- (a) The User Password (IPIN) may be communicated to the Borrower entirely at the risk of the Borrower.
- (b) The Borrower shall not disclose the User Password (IPIN) to any person and shall further prevent discovery of the same by any person. Notwithstanding the same, the Bank shall not be liable in any manner for access to the account of the Borrower by use of the User Password (IPIN) by any person whomsoever.
- (c) The Bank, may at its discretion allow the Borrower at any time to access the loan account and verify the statements and position based on the User Password (IPIN) issued.
- (d) In case of loss, theft and disclosure of the User Password (IPIN), the Borrower shall communicate the same to the Bank and in any event not later than 48 hours.
- (e) On intimation of theft, loss and disclosure of the User Password (IPIN) to any other person, the Bank will endeavor its best to prevent access of the same by any other third party.
- (f) The Bank further reserves its right to refuse to perform any transaction if the Bank has reason to believe, (which decision of the Bank shall not be questioned and disputed) that the User Password (IPIN) has been misused or being used in any other manner.

1.2 Additional Terms and Conditions with respect to Internet Banking Facility

- (a) At the request of the borrower, the bank may, at its sole discretion, agree to provide Bank online Internet banking facility. The borrower further understands and accepts that these terms and condition are in addition to any and all such specific terms and conditions as may be applicable to the Bank online internet banking facility (including applicable payment methods/charges).
- (b) The borrower is aware that in order to use the Bank's online internet banking facility/transmit funds/give instructions, the borrower would be required to use the loan account and a password as advised by the bank and/or as subsequently charged by the borrower
- (c) The borrower is aware of the confidential nature of the password and confirms that the borrower shall not disclose the password to any person. The borrower will promptly inform the bank in case any passwords become known to any unauthorized person.
- (d) The borrower hereby instructs the bank to comply with any/all instructions given through the Bank online Internet banking facility using the correct password. The bank shall be entitled to assume that any instruction given to the bank, in accordance with the above, is given by the borrower. Bank will not be liable for any fraudulent, duplicate or erroneous instruction given to the bank by usage of the password of the borrower.
- (e) The bank shall not be required to verify or judge the correctness of any instruction received by the borrower, so long as it is given using the correct password. The borrower acknowledges that any instruction received by the bank shall be irrevocable.
- (f) The borrower shall not be allowed to conduct any action through Bank's online internet banking facility if the terms and conditions require the customer to give instruction for the same action in writing
- (g) The borrower acknowledges and confirms that all record of instructions received from the borrower maintained by the bank, in electronic and documentary form (including, without limitation, logs of bank Online internet banking facility transaction and sms/mobile transactions), and other such details (including, but not limited to, payment made or received) shall, as against the borrower, be deemed to be conclusive.
- (h) The borrower shall not interfere with, alter, amend, tamper with or misuse in any manner whatsoever (bank's opinion being conclusive in this respect), the Bank online Internet banking facility.
- (i) In the event of any alleged fraudulent use of the loan account through the internet, the borrower agrees that the borrower shall be solely and exclusive responsible for all losses caused thereby and shall not hold the bank liable for any loss caused thereby.
- (j) The borrower expressly recognize and accepts that the bank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled and have full power and authority to appoint any

such third parties as the bank may select and to delegate to such third party such functions of the bank as may be permissible.

- (k) The borrower further authorizes the bank to disclose/exchange information relating to the borrower or the product availed by the borrower as may be necessary for the purposes of such third party to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto. Notwithstanding any registration on a do not disturb registry, the borrower hereby understands and agrees that the bank and all such third parties as duly authorized by the bank shall be authorized to contact/get in touch with the borrower for purpose of administrating or servicing (other than marketing/sale) of any of the bank's products/services availed of by the borrower.

2. Phone Banking

- 2.1 On the borrower's request, the bank has agreed to provide the borrower the facility of carrying out certain permitted transactions as communicated by the bank to the borrower from time to time, relating to the loan availed, by giving telephonic instruction which may be accepted either manually or by an automated system ("Citiphone banking facility") apart from any written standing instructions given by the borrower.
- 2.2 The borrower further understands and accepts these terms and conditions are in addition to any and all such specific terms and conditions as may be applicable to the Citiphone banking facility (including applicable payment methods/charges).
- 2.3 The borrower is aware that in connection with the Citiphone banking facility, the bank shall ask for details of the borrower as the case may be, for verification of the borrower's identity, after which the borrower is entitled to information pertaining to the loan.
- 2.4 The borrower understands and accepts the telephonic instructions given through the Citiphone banking facility may also include instructions to change the borrower's demographic details such as residence and or email address, residence and or office telephone number, mobile phone number, email address or any other personal details of the borrower as decided by the bank from time to time.

3. Additional Terms and Conditions with respect to Service Channels

- 3.1 The borrower understands and acknowledges that the borrower has the option of performing transactions through any channel other than Citiphone banking facility and/or Bank online Internet banking facility.
- 3.2 The borrower hereby confirms that the borrower is fully conversant with the procedures, as explained to the borrower, which are required to be complied with and further confirms that the borrower shall comply with the same.
- 3.3 The bank will exercise due diligence in verifying the details of the borrower over the phone, but the borrower understands that the borrower shall be solely responsible and liable for any and all losses that may suffered/incurred by the borrower as a consequence of his personal details being known and hence misused by any other person.
- 3.4 Citibank India does not market any product or service to individuals resident in the European Union, European Economic Area, Switzerland, Guernsey, Jersey, Monaco, San Marino, Vatican, and The Isle of Man or the UK. This web page is not, and should not be construed as, an offer, invitation or solicitation to buy or sell any of the products and services mentioned herein to individuals resident in the European Union, European Economic Area, Switzerland, Guernsey, Jersey, Monaco, San Marino, Vatican, and The Isle of Man or the UK

4. CitiAlert Terms & Conditions

In the event the Borrower requests for the CitiAlert Facility the following clauses shall also be applicable:

4.1 Definitions:

For the purposes of Clause 4, the following terms shall have the following meanings:

- "Alerts" mean the customized messages in response to the Triggers sent as short messaging service ("SMS") or Emails to the Borrower over his mobile phone or Email address;
- "Account" means the Personal Loan account in the name of the Borrower with the Bank or any other account as applicable;
- "CSP" means the Cellular Service Provider with whom the Bank has an arrangement for providing the CitiAlert Facility;
- "Citi Alert Facility" the facility of receiving Alerts and known as Citi Alert;
- "Triggers" means the customized triggers to be set or placed by the Borrower with the Bank with respect to specific event/transactions related to his Account to enable the Bank to send the corresponding Alerts to the Borrower.

4.2 Availability

- (a) The CitiAlert Facility is made available to the Borrower at his request, at the sole discretion of the Bank and may be discontinued by the Bank at any time, without notice.
- (b) The Facility is available in certain specific regions and to subscribers of mobile phones of certain specific CSPs in India. The Borrower understands that unless the Borrower is a subscriber of the specific CSPs, the CitiAlert Facility shall not be available. The Alerts will be sent to the Borrower only if the Borrower is within the cellular circles of the CSPs or in circles forming part of the roaming network of such CSPs. The Bank may, if feasible, extend the Citi Alert

Facilities to other cellular circles as well as to subscribers of other cellular telephone service providers, as will be notified by the Bank, from time to time.

- (c) Registration for Citi Alert shall be treated as registration for Bank Online and Mobile Pay as applicable.

4.3 Process

- (a) The Borrower may set any Triggers by conventional written instructions to the Bank or any such medium as communicated by the Bank from time to time. The Borrower is responsible to acquaint himself with the detailed process for using CitiAlert and the Bank is not responsible for any error by the Borrower in setting the Triggers.
- (b) The Borrower hereby understands that as and when the Bank allows the Borrower the facility of setting Triggers over the Bank India Website, the Borrower will be required to use the Bank Online Facility and the terms and conditions relating thereto will apply.
- (c) The Borrower also understands that as and when the Bank allows the Borrower the facility of setting through CitiPhone Banking the Borrower will be required to Citiphone Banking facility and the terms and conditions relating to CitiPhone Banking will apply.
- (d) Alerts will be sent over the Customer's mobile phone number registered with the Bank.
- (e) The terms and conditions relating to Bank Online and CitiPhone Banking must be read in conjunction with and in addition to these Terms and Conditions.
- (f) The Borrower acknowledges that CitiAlert will be implemented in a phased manner and the Bank may at a later stage, as and when feasible; expand the available Triggers or Alerts to meet Borrower requirements.
- (g) The Bank may, from time to time, change the features of any Trigger or Alert. The Borrower will be responsible for keeping himself updated of the available Triggers or Alerts, which will be notified by the Bank over its Website. The Borrower may, from time to time, change or add to the Triggers selected by him, without the necessity of a fresh registration.

4.4 Setting Triggers and Receiving Alerts

- (a) The Bank will not acknowledge receipt of any Instructions or Triggers nor shall the Bank be responsible to verify any Instructions or Triggers or the Borrower's IPIN or HPIN or mobile phone number.
- (b) The Bank may, in its discretion, not give effect to any Triggers if the Bank has reason to believe (which decision of the Bank shall be binding on the Borrower) that the Triggers are not genuine or otherwise improper or unclear or raise a doubt or in case any Triggers cannot be put into effect for any reasons whatsoever.
- (c) The Borrower is responsible for intimating to the Bank any change in his phone number or email address or Account details and the Bank will not be liable for sending Alerts or other information over the Borrower's mobile phone number/email address /fax number recorded with the Bank.
- (d) The Borrower acknowledges that to receive Alerts, his mobile phone must be in an "on" mode. If the Borrower's mobile phone is kept "off" for a continuous period 48 hours from the time of delivery of an Alert message by the Bank, that particular message would not be received by the Borrower. The Borrower further acknowledges that to receive Email Alerts, the Email address, as present in Bank's records should be valid and active.
- (e) The Borrower acknowledges that there will be a certain time lag taken by the Bank to process the Triggers and send the Alerts. The Borrower acknowledges that the Facility is dependent on the infrastructure, connectivity and services provided by the CSPs and other service providers engaged by the Bank. The Borrower accepts that timeliness and accuracy of Alerts sent by the Bank will depend on factors affecting the CSPs and other service providers. The Bank shall not be liable for non-delivery or delayed delivery of Alerts, error, loss or distortion in transmission of Alerts to the Customer. The Bank shall endeavor to provide the Facility on a best effort basis and the Borrower shall not hold the Bank liable for non-availability of the Facility or non-performance by any CSPs or other service providers including but not limited to the Email service provider or any loss or damage caused to the Borrower as a result of use of the CitiAlert Facility (including relying on the Alerts for the Customer's investment or business purposes) for causes which are not attributable to the Bank. The Bank shall not be liable in any manner to the Borrower in connection with the use of the Facility.
- (f) The Borrower accepts that each Alert may contain certain Account information relating to the Customer. The Borrower authorizes the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant.

4.5 Withdrawal or Termination

- (a) The Bank may, in its discretion, withdraw temporarily or terminate the CitiAlert Facility, either wholly or in part, at any time.

- (b) The Bank may, without prior notice, suspend the CitiAlert Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the suspension of the CitiAlert Facility.
- (c) If Alerts cannot be delivered to the Borrower on ten consecutive occasions, the CitiAlert Facility will be temporarily suspended, until reactivated by the Borrower.

4.6 Fees

- (a) The Facility is presently a free service. However, the Bank may, at its sole discretion, after notice to the Borrower charge fees/ charges for use of the Facility.
- (b) The Bank may at its sole discretion revise the charges/ fees for use of any or all of the Facility, by notice to the Borrower.
- (c) The Borrower may at any time discontinue or unsubscribe to the said Facility. The Borrower shall be liable for payment of such airtime or other charges which may be levied by the CSP in connection with the receiving of the Alerts, as per the terms and conditions of the CSP and the Bank is in no way concerned with the same.

4.7 Disclaimer

The Borrower is solely responsible for protecting his IPIN, email address or mobile phone number. The Bank will not be liable for:

- (a) any unauthorized use of the Borrower's IPIN, HPIN, email address or mobile phone for any fraudulent, duplicate or erroneous instructions/Triggers given by use of the Borrower's IPIN, HPIN, email address or mobile phone number;
- (b) acting in good faith on any instructions/Triggers received by the Bank;
- (c) error, default, delay or inability of the Bank to act on all or any of the instructions/Triggers;
- (d) loss of any information/instructions/Alerts in transmission;
- (e) unauthorized access by any other person to any information/instructions/Triggers given by the Borrower or breach of confidentiality;
- (f) The Bank will not be concerned with any dispute between the Borrower and the CSP/Email service provider and makes no representation or gives no warranty with respect to the quality of the service provided by the CSP/Email service provider or guarantee for timely delivery or accuracy of the contents of each Alert.

4.8 Disclosure for purposes of the CitiAlert Facility

The Borrower accepts that all information/Instructions/Triggers will be transmitted to and /or stored at various locations and be accessed by personnel of the Bank (and its affiliates).The Bank is authorized to provide any information or details relating to the Borrower or his Account to the CSPs or any service providers so far as is necessary to give effect to any instructions/Triggers.

4.9 Liability and Indemnity

The Borrower shall not interfere with or misuse in any manner whatsoever the Facility and in the event of any damage due to improper or fraudulent use by the Borrower, the Borrower shall be liable in damages to the Bank. In consideration of the Bank providing the Facility, the Borrower agree to indemnify and keep safe, harmless and indemnified the Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or arising out in good faith acting on omitting or refusing to act on any instructions given by use of the Facility. The Borrower shall agree to an ongoing confirmation for use of name, email address and mobile number for marketing/merchandising offers between Bank and other companies. The Borrower shall indemnify the Bank for unauthorized access by any other person to any information/instructions/triggers given by the Borrower or breach of confidentiality.

4.10 Amendment

The Bank may amend the above terms and conditions after prior notification to the customer and such amended terms and conditions will thereupon apply to and be binding on the Borrower.