

# Citigold and Citi Private Bank Checking Plus<sup>®</sup> (variable rate) Line of Credit Account Disclosure



Rates as of March 1, 2023

## Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Transactions	<b>19.75%</b> This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	<b>21.75%</b> This APR will vary with the market based on the Prime Rate and may be applied to your account if your payment is 60 days late. <b>How Long Will the Penalty APR Apply?:</b> If your APR is increased because you make a late payment, the Penalty APR will apply until you make six consecutive minimum payments when due.
Paying Interest	We will begin charging interest on the transaction date.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="https://consumerfinance.gov/credit-cards">consumerfinance.gov/credit-cards</a> .

## Fees

Annual Fee	None
Transaction Fees	None
Penalty Fees Late Payment	Up to \$25

**How We Will Calculate Your Balance:** We use a method called "Daily Balance". See your Account Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Account Agreement.

# Citigold and Citi Private Bank Checking Plus® (variable rate) Line of Credit Account Agreement



Rates as of March 1, 2023

## Pricing

Rate Index (Variable):	7.75%
+ Rate Margin:	12.00%
<b>= ANNUAL PERCENTAGE RATE:</b>	<b>19.75%</b>
Simple Interest Rate:	<b>19.75%</b>

## Daily Periodic Rate

365-day year:	0.05411%
366-day year:	0.05396%

## Penalty (Default) Pricing

Rate Index (Variable):	7.75%
+ Penalty (Default) Pricing Rate Margin:	14.00%
<b>= Penalty (Default) Pricing ANNUAL PERCENTAGE RATE:</b>	<b>21.75%</b>
Simple Interest Rate:	<b>21.75%</b>

## Daily Periodic Rate

365-day year:	0.05959%
366-day year:	0.05943%

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**Receipt of this Agreement does not constitute approval of your account.**

## Introduction

This is your Account Agreement and Disclosure statement ("Agreement"). Please read it and keep it for your records. You do not have to sign this Agreement. For new Accounts, it automatically becomes effective on the date you are notified that your Checking Plus (variable rate) Line of Credit Account has been finally approved.

In this Agreement, the words "you", "your", and "yours" mean each person who applied for this Checking Plus (variable rate) Account ("Account"), both individually and (when there is more than one applicant) jointly and in your personal or (when allowed by Citibank) fiduciary capacity as trustee of certain trusts. The words "we", "us", "our" and "Citibank" mean Citibank, N.A. The words "your checking account" mean the checking account with us having the same account number as your Account.

## Spanish Language Preference

This section applies if you select Spanish as your preferential language of communication with Citibank. This preference may not be available at all Citibank Branches.

**Account Agreement and Disclosure.** English is the controlling language governing your banking relationship with us, and the English version of this Agreement is the governing Agreement. However, as a courtesy, at your request, and for your convenience only, when you open an account with us we may provide you with an unofficial Spanish translation as well as an official English version of this Agreement. If we do so, you should retain both the English and Spanish versions for your records.

**Account Communications.** Your billing statement will be in Spanish. An English copy is available upon request. You may receive notices and communications about your account from us written only in English.

**Availability of Products and Services in Spanish.** Some products and services provided by Citibank may be available only in English with English documents.

**Customer Service.** You can receive customer service in Spanish by calling CitiPhone Banking® at the following number(s): In New York, New Jersey, or Connecticut, call 1-800-627-3999; in Texas, call 1-888-248-4226; in all other markets, call 1-800-274-6660. We accept 711 or other Relay Service.

## Protections for Active Duty Service Members and Their Dependents

**Protections.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit (see Covered Borrower below). In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account, any application fee charged (other than certain application fees for specified credit transactions or accounts) and, under certain circumstances, any annual fee charged. However this Account does not have an application fee or an annual fee.

**Covered Borrower.** You are entitled to these protections if at the time of application for this Account you are an active duty member of the Armed Forces (including active

Guard or Reserve duty) or a dependent of an active duty member ("Covered Borrower"). These protections apply so long as you are an active duty member of the Armed Forces or a dependent of an active duty member. If one borrower on this Account is a Covered Borrower then we will apply these protections to the Account so long as one of the borrowers on the Account continues to hold that status during the term of the Account.

**Oral Disclosure.** If you are a Covered Borrower, you may obtain information relating to this Account, including information about the payment obligation by calling 1-877-804-1082.

**Arbitration.** The Arbitration section in this Agreement does not apply to the Account so long as there is a Covered Borrower on the Account.

### **Promise to Pay**

You promise to pay the total of all sums advanced to you by using your Account as permitted herein ("loans"), Interest Charges, and any other charges other than Interest Charges according to the terms of this Agreement.

### **Citibank® Banking Card**

Any Citibank® Banking Card issued to you in connection with your checking account will be linked to your Account. If no Citibank Banking Card has been issued to you in connection with your checking account, one will be issued to you. You can use the Citibank Banking Card to borrow from, make payments to and get information about your Account.

### **Using Your Account**

There is no pre-established time limit for your use of this Account. You may take a loan from your Account by:

- 1. Using your Citibank Banking Card® at any Citibank Automatic Teller Machine (ATM) location:** You may use your Citibank Banking Card to obtain a loan directly from your Account.
- 2. Overdrawing your checking account:** If you over draw your checking account, you will have automatically requested a loan from your Account. We will make the loan to you by transferring from your Account to your checking account, the amount needed to cover your overdraft, and any applicable fees, rounded up to the next \$100 increment.
- 3. Requesting a transfer from your Account to your deposit account:** If you wish to transfer funds from this Account to your Citibank checking, savings, or Money Market account, you may use your Citibank Banking

Card at any Citibank ATM location, or you can transfer funds by phone using CitiPhone Banking® or online through citibankonline.com.

Checks drawn against uncollected funds in your checking account will be honored only up to your available credit limit.

### **Credit Limit**

You agree not to borrow more money from your Account than is available under your credit limit. Your credit limit is the amount we notify you from time to time is the maximum amount you may borrow under this Account. We are not obligated to pay your checks or make additional loans to you on your Account if you have reached, or if paying the check or making the loan would cause you to exceed, your credit limit. However, if we do, the loan will be subject to the terms of this Agreement. You will pay any amount over your credit limit immediately at our request.

We reserve the right to decrease or increase your credit limit at any time by giving you written notice. If we offer you an increase in your maximum credit line, your use of any of the increased credit will mean you have accepted our offer, and the terms of this Agreement will extend to the full amount offered.

### **Interest Charge**

Interest Charges will be assessed on your Account for any billing period by applying the Daily Periodic Rate for the billing period to the Daily Principal Balance of your Account (defined below) for each day in the billing period in which you have any outstanding principal balance. Interest Charges are totaled at the end of each billing period and disclosed on your current billing statement as "Interest Charge". The Daily Periodic Rate and the corresponding Annual Percentage Rate are shown on Page 1 of this Agreement.

Your billing statement will disclose a "Balance Subject to Interest Rate". This is the Average Daily Balance for the billing period. The Average Daily Balance is determined by totaling the Daily Principal Balance of your Account at the close of each day of the billing period and dividing the total by the number of days in the billing period.

The Daily Principal Balance of your Account reflects payments and other credits, loans and other charges posted to your Account on each day of the billing period. The Daily Principal Balance does not include any unpaid Interest Charges and does not include other charges other than Interest Charges (described below), added to your Account that billing period.

Interest Charges are assessed on loans and other debits beginning on the day we pay your check or otherwise make funds available to you through your Account. Charges other than Interest Charges not previously billed, and accrued and unpaid Interest Charges are excluded from the outstanding balance on which the periodic Interest Charge is calculated. However, charges other than Interest Charges not paid when billed may be added to the outstanding balance of your Account on which the periodic Interest Charge is calculated.

### **Variable Rate Feature**

Your Account has a variable rate feature, and the Annual Percentage Rate will be determined and will vary based upon an Index plus the Rate Margin. If the Index or the Rate Margin increases, the Daily Periodic Rate and the Annual Percentage Rate will increase, and your monthly Minimum Payment due may increase. If the Index or the Rate Margin decreases, the daily Periodic Rate and the Annual Percentage rate will decrease, and your monthly Minimum Payment due may decrease. The "Daily Periodic Rate" for each day in the billing period is determined by dividing the Annual Percentage Rate for the Account by 365, except in leap years when it will be divided by 366.

The Index shall be the prime rate of interest as published in the "Money Rates" Section of *The Wall Street Journal* on the first business day of each month, regardless of when such rates were quoted by the Commercial Banks to *The Wall Street Journal*. In the event more than one prime rate is published by *The Wall Street Journal* for any applicable day, the highest rate published shall apply.

The Index so determined shall be effective for any billing period that begins on or after the first business day of the month from which the index was selected.

The Rate Margin is the percentage amount, added to each Index figure to arrive at the Annual Percentage Rate and the Daily Periodic Rate. The Rate Margin for your Account is disclosed on Page 1 of this Agreement.

The Annual Percentage Rates currently in effect and any subsequent changes to them will appear on your billing statement. Any changes in your Annual Percentage Rate will apply to all outstanding balances as permitted by applicable law.

**Penalty (Default) Pricing:** Your Annual Percentage Rate may also vary if you default under this Agreement because you fail to make payments to us. In the event your account becomes 60 days past due we may increase your Annual Percentage Rate by increasing your Rate Margin to the Penalty (Default) Pricing Rate Margin as disclosed on Page 1 of this Agreement effective after we send you any notice required by applicable law.

Your Account will become eligible for the lower non Penalty (Default) Pricing Rate Margin used to compute your Annual Percentage Rate after you have made six consecutive Minimum Payments by the due date shown on the applicable billing statement following the effective date of the rate increase.

### **Charges other than Interest Charges**

The following charges may be added to the balance of your Account if they are not paid when billed. They are nonrefundable. You will owe them once they are billed or charged to your Account even if your Account is subsequently closed, suspended or terminated for any reason.

**Late Charge:** Unless we receive your Minimum Payment due within 10 days after the payment due date as stated on your billing statement, you agree to pay a Late Charge of \$25 however, the Late Charge will never exceed your Minimum Payment Due.

### **Billing**

We will send you a billing statement for each monthly billing period when there is a debit or credit balance of more than \$1.00, or when an Interest Charge has been imposed. The billing statement will reflect transactions in your Account and your New Balance. You can pay the New Balance in full or defer payment, in which case you must pay the Minimum Payment due. All payments must be received by the payment due date shown on your billing statement. We will not make a loan under this Account to make a Minimum Payment.

### **Minimum Payment**

You agree that before the payment due date shown on the statement you will pay at least the Minimum Payment as shown on the billing statement. The Minimum Payment for a billing period includes the following amounts:

- The unpaid balance of the Account at the close of the billing period divided by 60.
- Interest Charges that accrued during the billing period; and
- Charges other than Interest Charges added to your Account during the billing period.

If the sum of these three items is less than \$10.00, your Minimum Payment will be \$10.00 or the total balance owed on your Account, whichever is less. In addition, the Minimum Payment will include the sum of any amounts past due and any amounts over your credit limit that we have requested that you pay immediately.

## Terms of Repayment

Your Account has Citibank Auto Deduct, an automatic deduction feature. The Minimum Payment due on your Account is debited from your checking account 2 business days before the Minimum Payment due date or anytime thereafter, depending on whether there are funds available in your checking account. If your checking account does not have sufficient funds available to cover the entire Minimum Payment due, we will deduct all available funds, making partial payments until the Minimum Payment amount is reached. If payment of the Minimum Payment is not made through automatic deduction for any reason, you must make the Minimum Payment by the Minimum Payment due date shown on your statement. We may withhold, at our discretion, a balance of the available credit on your Account up to the amount of any payments you make, to assure that the check or other payment instrument is honored. If for any reason we discontinue the automatic deduction of the Minimum Payment from your checking account, we reserve the right to terminate access to your Account and your available credit will be reduced to zero. If you ask us to discontinue the automatic deduction of the Minimum Payment from your checking account, we will close your Account and you must carry out all of the terms of this Agreement and any changes under it until your Account is fully repaid. If you do not do so we can declare the outstanding balance of your account immediately due and payable without prior notice to you, unless applicable law requires that we provide notice and/or a right to cure the default.

We reserve the right to determine the manner in which any payments on your Account will be applied, subject to applicable laws and regulations.

You may prepay your Account balance in full or in part at any time without penalty.

## Credit Balances

Except for inadvertent overpayments, you may not maintain credit balances in your Account. We will not pay interest on any credit balance in your Account. You may request payment in full of any credit balance by writing to us at the address shown on your billing statement. We will not refund any final credit balance of less than \$1.00 unless you request that we do so.

## Credit Reports and Credit Reporting

You understand and agree that we may obtain credit reports for credit applications and for updates, renewals or extensions of the credit granted. Upon request, we will inform you if a report has been obtained and will give you the name and address of the agency that furnished the report. You also agree that we may obtain and use

credit reports and other information about you that we have obtained in a lawful manner consistent with our privacy policies, for subsequent solicitations or for any other lawful purposes. You also authorize us to report information concerning your Account to credit bureaus and to anyone else we believe in good faith has a legitimate need for such information.

## Cancellation and Changes to Credit Limit

You may cancel your Account at any time by sending us a letter identifying your Account and asking us to cancel it. However, you remain responsible to pay the balance according to the terms of this Agreement and any changes under it. We may close your Account, reduce your credit limit, or suspend your Account privileges at any time.

## Account Charges and Deductions

In addition to any charges provided for in this Agreement, you agree that for each check or other withdrawal which results in a loan, you will incur the same charge (if any) which would be imposed under the terms of your checking account for a check or withdrawal not resulting in a loan under the Account. You agree that any checking account charges or fees which may be deducted from your checking account balances (such as per-check charges or shared network ATM fees, maintenance charges and charges for returned items and stop payments), and also any payments you have authorized to be deducted periodically from your checking account, may be paid by loans under the Account whenever funds in your checking account are not sufficient to cover these charges and payments when due.

## Citibank® Banking Card Access

If you use your Citibank® Banking Card to obtain a loan from your Account, your rights and responsibilities may also be governed by the Account Agreement and Disclosure which you received with your Citibank Banking Card.

## Default

You will be in Default under this Agreement if any one or more of the following should occur:

- You do not make the proper payment when due.
- You die.
- You become the subject of a voluntary or involuntary bankruptcy proceeding or other proceeding for the relief of debtors.
- Any bank account or other property of yours is the subject of an attachment, execution, or other levy.

- You are in Default under the terms and conditions of this or any note, agreement, or contract with us or any of our affiliates.
- We determine that you are no longer creditworthy.
- If your checking account, or any checking account substituted for it, is closed by you or by us.

If you are in Default, we can then refuse to extend more credit to you under the Agreement and/or demand that you pay the outstanding balance under your Account at once. After Default, you agree to continue to carry out all of the terms of this Agreement and any changes under it until your Account is fully repaid. If you do not do so, we can declare the outstanding balance of your Account immediately due and payable without prior notice to you, unless applicable law requires that we provide notice and/or a right to cure the default.

### Collection Costs

If you do not pay us as required by this Agreement, we may incur collection costs. You promise to pay all collection costs, including reasonable outside attorney's fees and court costs we incur in collecting this Account to the extent permitted by law. We can bill these costs to your Account.

### Change in Terms

We have the right to change any part of this Agreement at any time, including the Annual Percentage Rate, and can add or delete fees, and other provisions relating to your Account, and to the nature, extent and enforcement of the rights and obligations you may have under this Agreement. If permitted by applicable law, the change may be applied to any Account balance outstanding on the effective date of the change. If required by law, we will give you written notice that will explain what is being changed prior to the effective date of any change.

### Waiver

We may choose not to make use of any of our rights under this Agreement or otherwise legally available to us on one or more occasions, or delay or partially exercise such rights, without waiving any of our rights or amending any of your obligations.

### Correction of Errors

If we incorrectly apply a payment or credit to your Account, make an incorrect payment or transfer of funds to you or anyone else on your behalf, or make any other error regarding your Account, you agree that we may correct the error. We may correct the error by making adjustments to your Account, requiring you to repay us for any incorrect payments, credits or transfers, or taking

other actions we determine are appropriate to correct the error. You agree to cooperate with us to correct any of these errors.

### Change of Name or Address

You agree to notify us of any change in your name or address. You may do so on the front of the payment ticket of your billing statement, or by other written notice sent to us at the address shown on the front of the payment ticket of your billing statement. Notices sent elsewhere (for example, to any of our Branches) may not reach us.

### Governing Law

**If you (1) applied for the Account at one of our Branches (ATMs are not Branches) or (2) reside in California, Connecticut, Washington D.C., Florida, Illinois, Maryland, New Jersey, Nevada, New York, South Dakota, Virginia or Texas, on the date you applied for the Account; then**

This Agreement is governed by Federal Law and the laws of the State of South Dakota for all matters related to interest and the exportation of interest. For all other matters, this Agreement is governed by Federal Law and to the extent not preempted by Federal Law or otherwise inapplicable, the laws of the state in which the Citibank Branch where you applied for the Account is located, or, if not applied for at a Citibank Branch, the state in which you reside on the date you applied for the Account. In either case, state conflict of law provisions will not apply. Without limiting the foregoing: (a) to the extent Maryland law applies, this Agreement is governed by Title 12, Subtitle 9 of the Maryland Commercial Law Article; and (b) to the extent New Jersey law applies, this Agreement is governed by the Market Rate Consumer Loan Act.

**If you reside in states other than those listed above on the date you applied for the Account, and you did not apply for the Account at one of our Branches (ATMs are not branches); then**

This Agreement is governed by and interpreted in accordance with Federal Law and to the extent Federal Law does not apply, by the laws of the State of South Dakota except for its conflict of law provisions.

### Arbitration

**PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.**

THIS SECTION PROVIDES THAT DISPUTES MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, HAVE A JURY TRIAL OR INITIATE OR PARTICIPATE IN A CLASS ACTION. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN

ARBITRATOR, NOT A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN IN COURT. THIS ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT (FAA), AND SHALL BE INTERPRETED IN THE BROADEST WAY THE LAW WILL ALLOW.

**Covered Disputes.** You or we may arbitrate any claims, dispute or controversy between you and us arising out of or related to your Account), a previous related Account or our relationship (called "Disputes").

**If arbitration is chosen by any party, neither you nor we will have the right to litigate that Dispute in court or have a jury trial on that Dispute.**

Except as stated below, all Disputes are subject to arbitration no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek, including claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; claims made as counterclaims, cross-claims, third party claims, interpleaders or otherwise; claims made regarding past, present or future conduct; and claims made independently or with other claims. Disputes include any unresolved claims concerning any services relating to your Account. This also includes claims made by or against anyone connected with us or you or claiming through us or you, or by someone making a claim through us or you, such as a joint Account holder, Account beneficiary, employee, agent, representative, predecessor or successor, heir, assignee, trustee in bankruptcy, or an affiliated/parent/subsidiary company. A party who initiates a proceeding in court may elect arbitration with respect to any dispute advanced in that proceeding by any other party. Disputes include claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether Disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

**Arbitration Limits.** Individual Disputes filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.

We won't initiate arbitration to collect a debt from you unless you choose to arbitrate or assert a Dispute against us. If you assert a Dispute against us, we can choose to arbitrate, including actions to collect a debt from you.

You may arbitrate on an individual basis Disputes brought against you, including Disputes to collect a debt.

Disputes brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party, neither you nor we may pursue a Dispute as part of a class action or other representative action. Disputes of 2 or more persons may not be combined in the same arbitration. However, joint Account holders, Account beneficiaries, agents, representatives, heirs, or a trustee in a bankruptcy on your Account and/or related Accounts, or corporate affiliates are here considered as one person.

**How Arbitration Works.** Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the Dispute is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. You can obtain a copy of the AAA Rules at the AAA's website ([adr.org](http://adr.org)) or by calling 1-800-778-7879. You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your home address.

Arbitration may be requested at any time, even when there is a pending lawsuit, unless a trial has begun or a final judgment entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion or discovery in a court lawsuit. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.

The arbitration shall be decided by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure or discovery, but the arbitrator shall honor claims of privilege recognized at law, and shall take reasonable steps to protect account information and other confidential information of either party if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and award damages or other relief under applicable law.

The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief statement of the reasons for the award. An arbitration award shall

decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on any other person or dispute.

**Paying For Arbitration Fees.** We'll pay your share of the arbitration fee for an arbitration of Disputes of \$74,000 or less if they are unrelated to debt collection. Otherwise, arbitration fees will be allocated according to the applicable AAA Rules. If we prevail, we may not recover our arbitration fees, unless the arbitrator decides your Dispute was frivolous. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us based on applicable law.

**The Final Award.** Any award by an arbitrator is final unless a party appeals it in writing to the AAA within 30 days of notice of the award. The arbitration appeal shall be determined by a panel of 3 arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law.

**Right to Resort to Provisional Remedies Preserved.** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of setoff or the right to restrain funds in an account, to interplead funds in the event of a Dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any Dispute related to such provisional remedies.

**Survival and Severability of Terms.** These arbitration provisions shall survive changes in this Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any sale of your Account, or amounts owed on your Account, to another person or entity.

If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Dispute. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

**Applicability.** Arbitration will not apply to this Account so long as there is a Covered Borrower on the Account.

See the Section of this Agreement titled "Protections for Active Duty Service Members and their Dependents" for more details.

**Rules For Rejecting This Arbitration Provision.** You may reject this arbitration provision by sending a written rejection notice to us at: 100 Citibank Drive, Attn: Arbitration Opt out, San Antonio, TX 78245. Your rejection notice must be mailed within 45 days of Account opening. Your rejection notice must state that you reject the arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. Your rejection notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us. Rejection of this arbitration provision won't affect your other rights or responsibilities under this Agreement, including use of the Account.

### **Joint Accounts**

If this is a joint account, each of you will be jointly and individually liable for the obligations in this Agreement. You authorize us to act on the instruction of any one or more of you without getting permission from or providing notice to any other party. Upon request by any party to the Account or upon receipt of inconsistent instructions, we may, at our sole option and without notice to any other party, refuse to pay any loan request, refuse any other request with respect to the Account, or cancel the Account. We may send account materials (e.g., statements, notices) to any one of you and that person will be responsible for delivering the materials to the other joint account holders. Notice to any of you will be considered notice to all of you.

### **Entire Agreement and Severability**

This Agreement is the entire agreement between you and us concerning your Account. Except as otherwise provided herein, should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid or unenforceable under any law, rule or regulation, that determination will not affect the validity or enforceability of any other provision of this Agreement.

**Your Billing Rights: Keep This Document For Future Use.** This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

**What To Do If You Find A Mistake On Your Statement?** If you think there is an error on your statement, write to us at the address listed on your statement. In your letter, give us the following information:

- **Account Information:** Your name and account number.



- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong

You must notify us of any potential errors *in writing*. You may call or e-mail us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter?** When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.