

# Client Manual Consumer Accounts

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## U.S. Markets

Effective November 15, 2018

Welcome to Citibank  
and thank you for choosing  
us for your banking needs.

This manual contains some important information you should know about your deposit relationship with Citibank. It is an agreement between you and us. From Account Transactions to Electronic Banking and beyond, we want you to understand how our products and services work, as well as to understand some of the important responsibilities that exist – yours and ours.

Some of these responsibilities are the same for every customer, no matter where you live. Others are different based on specific state laws. Some are described in additional agreements. Together, these documents provide basic terms and conditions of our deposit relationship.

This manual also contains an arbitration provision that covers all disputes between us.

Please review this Client Manual thoroughly – and keep it for future reference. And if you have any questions, or need additional copies, please call us anytime at 1-888-CITIBANK, visit your local branch or use the search function on [citi.com](http://citi.com).

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# General Terms – Consumer Use Acknowledgement

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When you open a Citibank consumer deposit account, you are agreeing that your account will be governed by this Client Manual (sometimes referred to as “Manual”) and any and all accompanying Marketplace Addenda (sometimes referred to as “Addendum”). Together, the Manual and Addendum are referred to as “Agreement,” which contain important terms and conditions, details, rules and procedures applicable to each of your accounts. You agree not to use any consumer account for business purposes. Not all products and services described herein may be available to customers of Citi Private Bank, Citigold® Private Client, Citigold® International, International Personal Banking or Global Executive Banking. These customers may receive other or additional specific terms and conditions.

Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. That is, we owe you the amount of your deposit. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. We owe you a duty of ordinary care. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence.

If your country of residence is other than the United States or the Commonwealth of Puerto Rico, you acknowledge that you are responsible for, and agree that you will comply with, all laws, regulations, and rules applicable to your accounts, products and services with us, including any tax, foreign exchange, or capital controls, and for all payments, reporting or filing requirements that may apply as a result of your country of citizenship, domicile, or residence.

## > Important Note to Australian Resident Clients

Please note that Citibank N.A.: (i) is exempt from the requirement to hold an Australian financial services license under the Australian Corporations Act 2001 in respect of its provision of financial services to you; and (ii) is regulated by the Federal Reserve, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency of the U.S. under U.S. laws, which differ from Australian laws.

## > Definitions

When used in this Agreement:

“**We**,” “**us**,” “**our**,” and “**Citibank**” mean Citibank, N.A., and “**you**” and “**your**” mean you, the customer.

“**Access Device**” means a card or code, or other means of identification and authentication, used to access your account. In this Agreement, it means your “**Citibank® Banking Card**” including your **Citibank® ATM Card**, **Citibank® Debit Card**, or

other type of device issued by Citibank along with or in lieu of your Citibank® Banking Card. It also includes these account access codes: your Personal Identification Number (PIN), your Telephone Access Code (“TAC”), one time password (OTP) and the User ID and Password you use to access Citibank® Online and CitiMobile®.

“**Auto Save**” means a recurring pre-authorized transfer from a consumer checking account to a Citibank savings or money market account.

“**Automated Clearing House Network**” (“**ACH Network**”) means an electronic funds transfer system governed by the rules of a clearing house association, such as NACHA (National Automated Clearing House Association) or The Clearing House, that provides funds transfer services to participating financial institutions.

“**Bill Payment**” means an individual or recurring bill payments made through CitiPhone Banking® (including bill payments made using Citibank’s Telephone Automated Bill Payment Service and Staff Assisted Bill Payments), Citibank® Online, CitiBusiness® Online and Citi Mobile®. Bill Payments do not include internal transfer payments made to accounts at Citibank or its affiliates.

“**Business Day**”

- when referring to Citibank, means any day of the week that is not a Saturday, Sunday or bank holiday. Non-Business Days are considered part of the following Business Day. For purposes of determining the Business Day for requests to open accounts, see the “Account Opening” section of the Manual. For funds availability purposes, see the “Funds Availability at Citibank” section of the Marketplace Addendum.
- when referring to Citigroup Global Markets Inc., means any day of the week Monday through Friday except days when the New York Stock Exchange is closed. Non-Business Days are considered part of the following Business Day.

“**Citibank® ATM Card**” means a Citibank® Banking Card that may be used at ATMs and at POS merchants for PIN purchases. (For more information, refer to the “Electronic Banking” section of this Manual.)

“**Citibank® Banking Card**” means any card that may be used at ATMs and at POS merchants, including Citibank ATM cards and Citibank® Debit Cards. We may also refer to this card as a Citibank Card or a Citi Card in promotional and other materials.

“**Citibank® Debit Card**” means a Citibank® Banking Card bearing a MasterCard® Brand Mark on its face that may be used at ATMs and at POS merchants to make either PIN or Signature purchases. (For more information, refer to the “Electronic Banking” section of this Manual.)

“**Citigold® International**” (“**CI**”) is a United States business that provides its clients access to financial products and services available through various bank and non-bank affiliates of Citigroup Inc. Banking products and services are provided by Citibank, N.A.

“**Citigold® Private Client**” (“**CPC**”) is a United States business that provides its clients access to financial products and services available through various bank and non-bank affiliates of Citigroup Inc. Banking products and services are provided by Citibank, N.A.

**"Citigroup Global Markets Inc."** ("CGMI"), member SIPC, is an investment advisor and broker-dealer registered with the Securities and Exchange Commission. CGMI and Citibank are affiliated companies under the common control of Citigroup Inc.

**"Citi Personal Wealth Management"** ("CPWM") is a business of Citigroup Inc., offering investment products through Citigroup Global Markets Inc. ("CGMI"), member SIPC.

**"Citi Private Bank"** ("CPB") is a business of Citigroup Inc. Citi Private Bank provides its clients access to a broad array of products and services available through bank and non-bank affiliates of Citigroup. Not all products and services are provided by all affiliates or are available at all locations. In the U.S., investment products and services are provided by Citigroup Global Markets Inc. ("CGMI"), member SIPC. Investment Management services (including portfolio management) are available through CGMI, Citibank, N.A. and other affiliated advisory businesses.

**"Direct Deposit"** means an Automated Clearing House (ACH) credit posted to your account. A Direct Deposit may include payroll, pension, state or federal payments (including social security), from your employer or outside agency. Forms for establishing direct deposits can be obtained at any Citibank branch or through Citibank® Online.

**"Electronic Funds Transfers"** ("EFT") means any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, or computer or magnetic tape, so as to order, instruct or authorize a financial institution to debit or credit a consumer checking, savings or other asset account (such as brokerage). Examples of EFT transactions are:

- Citibank® Global Transfers
- International wire transfers from a consumer account
- Automated Clearing House (ACH)
- Instant Payments
- Zelle® Transfers
- Point-of-Sale ("POS") transactions
- ATM transactions
- Direct deposit or withdrawal of funds
- Transfers initiated by telephone.

Non-EFT transactions include: transfers related to bona fide trust and custodial accounts; domestic Fedwire and similar network transactions CHIPS, SWIFT, and telex; and transfers to cover overdrafts such as Safety Check transfers.

**"Global Executive Banking"** ("GEB") is a service of Citibank, N.A., providing banking and borrowing products and services to employees working abroad.

**"Home Branch"** means the Citibank branch in which you opened your account or to which your account was assigned or transferred. You may have several accounts assigned to the same Home Branch and they may be linked together, but one or more of these accounts may be governed by different state laws where no federal law applies and where state law is applicable or not otherwise preempted by federal law.

**"International Personal Banking"** ("IPB") is a United States business that provides its clients access to financial products and services available through various bank and non-bank affiliates of Citigroup Inc. Banking products and services are provided by Citibank, N.A.

**"Linked Accounts"** or **"Linking"** means eligible Citibank deposit and/or credit accounts that are combined for different benefits, which may include pricing, statements, Safety Check and the ability to perform certain transactions between accounts. Certain accounts that you maintain with our affiliates may also be linked. Generally, accounts that you maintain in different geographies cannot be linked.

**"Mobile Check Deposit"** means a service whereby you can make a deposit of eligible checks to your accounts using a camera on a compatible smartphone or other device all as more particularly described in the separate terms and conditions for this service.

**"Network ATM"** means an ATM other than a Proprietary Citibank ATM that is operated by or on behalf of a financial institution or other operator that is a participating member of an automated teller machine network which accepts Citibank Banking Cards, including terminals bearing the Mastercard, Maestro or Cirrus marks.

**"Point-of-Sale"** ("POS") means a Citibank® Banking Card EFT from your primary checking account to purchase goods and services and/ or receive cash using your "Citibank® Debit Card" for Signature or PIN-based EFT transactions or by using your "Citibank® ATM Card" for PIN-based EFT transactions. (For more information, refer to the "Electronic Banking" section of this Manual.)

**"Proprietary Citibank ATM"** means an ATM that is owned and operated by Citibank, generally found in Citibank branches.

**"Remotely Created Check(s)"** means an item not bearing the drawer's (your) actual signature, but purporting to be authorized by the drawer (you).

## > Definitions of Types of Accounts

**"Estate Account"** means an account opened by a fiduciary on behalf of a formal estate. The estate will have its own Taxpayer Identification Number issued by the Internal Revenue Service (IRS). Additional documentation is required to open the account.

**"Individual Account"** means an account owned in the name of one person only.

**"Joint Account"** means an account owned in the names of more than one person in joint tenancy. If one owner dies, ownership of the account will automatically pass to the surviving joint owner(s). Unless you designate otherwise on your signature card, application or other bank documentation, we will assume that personal accounts opened by two or more individuals are intended to be joint tenancy accounts with the right of survivorship. We can act on the instruction of any one or more of the joint account owners. In the event of conflicting instructions or a dispute among you, we may require all joint account owners to act together in giving us instructions or performing transactions. Any joint account owner may close a joint account.

Each account owner is jointly and severally responsible for all activity related to the joint account, including responsibility for paying overdrafts created by any authorized signer(s) or party to the account, whether or not they participate in the transaction or benefit from its proceeds. We may be required by legal process to pay all the funds in a joint account to satisfy a judgment against any or all account owners.

**"In-Trust-For ("ITF") Account"** means an account where you designate another person as beneficiary of the account. You can open an individual or joint ITF account as long as it is not a checking account. The beneficiary receives the funds in the account only upon the death of all account owners and cannot make any withdrawals or account changes before that time. If more than one beneficiary is named in our records, they will share equally in the account proceeds. During the lifetime of one or more of the account owners, this account will be treated as an individual account or joint account, as applicable. To change the beneficiary, all account owners must sign our documentation naming the new beneficiary.

**"Trust Account"** means an account owned by a trust. In some cases, the trust must have its own Taxpayer Identification Number issued by the Internal Revenue Service (IRS). Additional documentation is required to open the account.

**"Uniform Transfers to Minors Account" ("UTMA Account")** means an account owned by a minor, who receives the funds as a permanent (irrevocable) gift. A custodian controls and manages the account for the benefit of the minor. The definition of a minor varies by state; however, generally, one custodian and one minor are allowed per account, unless the account is established under Maryland's UTMA rules. We act only upon the custodian's instructions. You may wish to consult your tax advisor or attorney before opening a UTMA account.

## Account Opening/Ownership/ Maintenance

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### > Amendments/Changes to This Agreement

We may change the terms of this Agreement by adding, deleting or modifying existing ones in which a notice will be provided as required by law. We may also amend the Agreement without prior notice, unless otherwise required by law (e.g., by posting the information in our offices, on our web site, or otherwise making it available to you). You should retain all amendments and notifications with copies of the agreements and disclosures we provided to you when opening your account.

### > Arbitration

This Agreement contains an arbitration provision that explains that you cannot go to court, have a jury trial or initiate or participate in a class action if you have a dispute with us. Instead, this provision tells you that the dispute must be resolved by a professional arbitrator, not a judge or jury. This section also explains how arbitration works and some of the differences between resolving a dispute in arbitration and resolving one in court. All of the terms of the arbitration provision are set forth in the section entitled "Arbitration." Please read it carefully.

### > Conflicting Demands/Disputes

If there is any uncertainty or conflicting demand regarding the ownership of an account or its funds; or we are unable to determine any person's authority to give us instructions; or we are requested by law enforcement or a state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult; or we believe a transaction may be fraudulent or may violate any law, we may, in our sole discretion: (1) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (2) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (3) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (4) request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; and/or (5) continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

## > Governing Law

Accounts and services are governed by federal laws and regulations and to the extent not preempted by federal law or otherwise inapplicable, by the "governing state law" determined as follows for accounts opened or services signed up for on or after February 24, 2012: If you open your account or sign up for a service in a branch, by the law of the state where the branch is located, regardless of the state where you reside, or, if you open your account or sign up for a service remotely (for example by Citibank® Online or CitiPhone Banking®), by the law of the state designated in the following chart unless a specific agreement or statute requires otherwise. In either case, state conflict of law provisions will not apply.

Governing State Law	
If you open your account, or sign up for a service remotely (i.e., Citibank® Online, CitiPhone Banking®) and reside here...	Then the governing state law will be...
California	California
Connecticut	Connecticut
Florida	Florida
Illinois	Illinois
Maryland	Maryland
Nevada	Nevada
New Jersey	New Jersey
New York	New York
Texas	Texas
Virginia	Virginia
Washington, D.C.	Washington, D.C.
Any other U.S. state, territory or possession	South Dakota

If you open your account remotely, your Home Branch will generally be the branch where your first account is opened or subsequently transferred. Usually, once your Home Branch is established, additional accounts you open can be assigned to the same Home Branch regardless of the governing law applicable to the additional accounts. If you open your account in a branch, your Home Branch will be the branch where you opened the account. If you notify us of a change of address after your account is opened, it will not affect the Home Branch where your accounts are maintained and it will not affect the governing state law applicable to your existing accounts.

## > Indemnification

Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our services, and (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

## > Information Sharing

Our consumer privacy notice describes personal information we may collect about you, including your name, address, telephone number, and other information we receive from you, information about your account and transactions, and information we receive from credit reporting agencies and other sources. You authorize us to disclose this information to affiliates and nonaffiliated third parties as permitted by applicable law except as you or we limit those disclosures under the terms of our consumer privacy notice. A copy of our consumer privacy notice accompanies your Agreement and we will provide it thereafter as required by applicable law. You may obtain a copy of our consumer privacy notice at any branch, by calling us toll-free within the U.S. at 1-888-214-0017, by calling CitiPhone Banking® (see the back cover of this Manual for telephone numbers) or by visiting Citibank.com. You may change your privacy preferences at any time by calling the toll free number listed in our privacy notice. We may take as long as thirty (30) days from our receipt of your privacy choices to process your request.

## > Limitation on Time to Sue or Arbitrate

Unless otherwise required by law, an action, proceeding or arbitration by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one (1) year after the cause of action accrues (two (2) years if the governing state law of your account is Texas).

## > Recording Your Service Requests

We may monitor or record your conversations with us or with an agent acting on our behalf. We do this from time to time to monitor the quality of service and accuracy of information given to you and to ensure that your instructions are followed.

## > Your Consent for Us to Call You

You understand that we or our agents may contact you at any telephone number you provide to us, including your mobile phone number. You agree to receive these calls and messages, such as text messages or prerecorded or autodialed calls. You understand your service provider may charge you for these calls/messages.

## > Your Consent for Us to Use Your Mobile Phone Number to Identify You

When you provide a mobile phone number to us, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Citi with your wireless operator account profile information for the duration of your business relationship with Citibank.

## > Security Interest

You grant us a security interest in your account for amounts owing to us under this Agreement by any owner. This provision does not apply to IRA or tax-qualified retirement accounts or where otherwise prohibited by law.

## > Severability

Unless otherwise stated, if any of the provisions of this Agreement are determined to be void or invalid, the remainder of the Agreement shall remain in full force and effect.

## > Waiver

We may delay in enforcing any of our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of any other right or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this Agreement.

## > Account Opening

All accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. When you apply for an account, we will ask for information that will allow us to identify you. We may also ask for your driver's license or other identifying documents. Please note: Your ability to perform or request certain account transactions on a new account, such as wire transfers, may be delayed for one or more business days after account opening.

Requests to open new accounts made through Citibank® Online or CitiPhone Banking® after 8:00 PM Eastern Time (7:00 PM Central Time, 5:00 PM Pacific Time) on a Business Day or on a weekend or holiday will be deemed to be received on the next Business Day. Requests to open new accounts in a branch after the end of Business Day will be deemed to be received on the next Business Day. The end of Business Day is posted at each branch.

## > Consumer Reporting Agency Information

You authorize us to obtain a consumer report in connection with the application, update or renewal of any deposit or loan account you apply for and you understand that we may also obtain such reports at any time once you become a customer. You also authorize us to use these consumer reports to consider you for other programs with Citibank.

We may report information, including negative account activity, about you and any joint account owners or authorized signers on the account (including any account closed by Citibank) to a Consumer Reporting Agency. As a result, this may prevent you from obtaining services at other financial institutions, including opening an account. If you believe that we have inaccurately reported information to a Consumer Reporting Agency, you have the right to file a dispute with that Consumer Reporting Agency. You may also file a dispute by calling CitiPhone Banking® (see the back cover of this Manual for telephone numbers) or write to us at Citibank – Consumer Report Inquiry, P.O. Box 769004, San Antonio, TX 78245-9989. We will review our files and respond to you in writing.

## > Checking Account Sub-Accounts

For regulatory reporting and accounting purposes, all Citibank consumer checking accounts consist of two sub-accounts: a transaction sub-account to which all financial transactions are posted; and a savings sub-account into which available balances above a pre-set level are transferred daily.

Funds will be transferred to your transaction sub-account to meet your transactional needs. For Regular Checking (all non-interest bearing checking accounts), both sub-accounts are non-interest bearing. For all types of Interest Checking, the savings sub-accounts pay the same interest rate as their corresponding transaction sub-accounts. Transfers can occur on any Business Day. Transfers to the savings sub-account will be made whenever available balances in the transaction sub-account exceed a preset level. Transfers from the savings sub-account to the transaction sub-account will be made whenever the transaction sub-account balances fall below a predetermined level. Because banking regulations limit the number of transfers between these types of sub-accounts, all balances in the savings sub-account will be transferred to the transaction sub-account with the sixth transfer in any statement period. Both sub-accounts are treated as a single account for purposes of the customer's deposits and withdrawals, access and information, tax reporting, fees, etc.

## > Updating Your Account Information

It is important that your account records be kept up to date. You have a responsibility to provide us with your physical address (not a post office box). Please inform us of any change in your address, including your physical address or your email address. Be sure to change the address on all of your accounts.

If you fail to update your address information with us, this may prevent you from receiving your periodic banking statements or any communication sent with your banking statements, including notifications regarding account changes. Additionally, we will not be liable for errors, debits or charges to, or your inability to transact in, your account resulting from an improper physical address.

You can update your account information by doing the following:

- By changing your profile settings on Citi Online or the Citi Mobile App;
- By calling CitiPhone Banking®;
- At a Citibank branch.

If you meet the required criteria, we will complete your address change request over the phone; however, it may be necessary to have you place your request in writing. Be sure to change the address on each of your accounts. Changing your address will not change the governing state law or the Home Branch of any of your existing accounts or services. If you have changed your address and would like to change your Home Branch or the governing state law of your existing accounts or services, you must either visit a branch or call CitiPhone Banking®.

We reserve the right to change your address for both mailing and records purposes if we receive information from the United States Postal Service or any other third party who we believe in our sole discretion is authorized to make such changes or who has actual knowledge of your current address.

## > Transferring Account Ownership

OWNERSHIP OF CHECKING, SAVINGS, MONEY MARKET AND CERTIFICATE OF DEPOSIT ACCOUNTS IS TRANSFERABLE ONLY WITH OUR WRITTEN PERMISSION AFTER YOU COMPLETE OUR APPROPRIATE FORMS AND, IN MOST CASES, WOULD REQUIRE THE ACCOUNT TO BE CLOSED AND RE-OPENED.

## > Language Preference

This section applies if your preferred communication language about Citi's products and services is other than English. Although we may not be able to accommodate your language preference at all of our branches or for all products and services, as a courtesy, at your request, and for your convenience only, when you open an account with us we may be able to provide you with services in your preferred language.

### Account Documents

English is the controlling language governing your banking relationship with us and your account documents. As an example, the English version of this Agreement is the governing Agreement.

### Spanish Language

For customers who inform us their preferred language is Spanish, upon your request, Citi can provide you with an unofficial Spanish translation of this Agreement and Spanish versions of your account statement. Although we may send you a Spanish version

of your account statements, you can obtain an English version upon request. If you receive both an English and Spanish version of this Agreement or if you request English and Spanish versions of your account statements, you should retain both versions for your records. Many features on Citi Online and Proprietary Citibank ATM, and CitiPhone Banking® are offered in Spanish.

### Account Communications

Other than Spanish, account communications and certain other notices, disclosures and communications may only be available in English.

### Availability of Products and Services

Although some products and services provided in our branches may be available only in English, you may be able to speak to a representative at a branch or a Relationship Manager in your preferred language. Not all preferred languages are available in every branch. Please call CitiPhone Banking® to find branches with representatives who speak your preferred language.

### Customer Service

You may be able to receive customer service in your preferred language by calling CitiPhone Banking®.

## > Account Errors and Adjustments

We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if a deposit amount is entered in an amount that is different than the actual amount of the deposit or items you deposit are returned unpaid. In the case of a deposit error where the deposit amount is entered in the wrong amount, we will either investigate the discrepancy and make an adjustment (debit or credit) to your account or alternatively, credit your account for the full amount of the discrepancy without investigation.

You have a responsibility to review your account statement in a timely manner and to notify us promptly of any errors. Within thirty (30) days after we send or make available to you your account statement and accompanying items, you must notify us in writing of any errors, discrepancies, or unauthorized transactions not involving an electronic funds transfer. If you fail to do so, we will not be liable for debits or charges to your account resulting from such errors, discrepancies or lack of authorization, or for losses resulting from subsequent related occurrences.

**Note:** There are exceptions to this thirty day notice requirement. For claims asserting forged, missing, or unauthorized endorsements or a material alteration, you must notify us within the period specified by the state law applicable to your accounts.

You also agree that any suit or demand for arbitration that you assert based on an account error, discrepancy, or unauthorized transaction must be brought within one (1) year (two (2) years in Texas) after the date of the first account statement on which the error, discrepancy, or unauthorized transaction appears.



If you think an error has been made or if you need more information about a transaction, call CitiPhone Banking® at the number on the back of your Citibank® Banking Card. If your account is debited with a substitute check that you have received from us and you believe that there is an error or discrepancy or that the transaction is unauthorized, you are entitled to additional rights under the law. Please refer to the “Substitute Checks and Your Rights” section of this Manual. Please read the “Error Resolution and Notice Procedures” provisions of the “Electronic Banking” section of this Manual for additional information about problems with such transactions.

If funds to which you are not entitled are deposited into your account, we have the right to remove these funds from the account at any time without prior notice to you. If there are insufficient funds in the account, we may charge your other accounts to recoup the funds, as more fully explained in the “Right of Setoff” section of this Agreement.

## > Assignments

Most accounts can be assigned as collateral for a loan from us or another lender. Unless we agree in writing, any such assignment to another lender will remain subject and subordinate to our right of setoff. For the assignment to be effective, we must receive written notice of the assignment and agree to it in writing. We will then reflect the change on our records.

## > Foreign Account Tax Compliance Act

In order for Citibank to be compliant with the provisions of The Foreign Account Tax Compliance Act (commonly known as “FATCA”), a U.S. federal tax law, Citibank may contact you to request additional information and/or documentation. Please understand that Citibank does not and will not in any way support any attempt by you to evade U.S. taxes or any request by you for help in avoiding detection under FATCA. Furthermore, since Citibank is not in the business of providing tax advice, you should not rely upon Citibank to determine the impact of FATCA on your own business activities or what your own compliance obligations are under FATCA. We encourage you to seek the advice of experienced tax advisors to determine what actions you need to take to become FATCA compliant. Your failure to comply with FATCA may result in restricted access or withholding of taxes from interest payments due to you.

# Account Transactions

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## > What This Section Covers

This section governs transaction activity in the following Citibank accounts: all types of checking, savings and money market accounts. It does not apply to certificate of deposit accounts. Please note: Your ability to perform or request certain account transactions on a new account, such as wire transfers, may be delayed for one or more business days after account opening.

## > Checkbooks and Checks

When you open a checking or money market account with a check writing feature, you can order personalized checks through us. We will automatically deduct the cost from your account balance after your order is processed. You are responsible for verifying the accuracy of all information shown on your checks. If you find an error, you must notify us immediately.

If you choose to have your checks printed by another vendor, the form, encoding and format of the checks must follow our check specification requirements and be approved by us in advance. If you do not purchase your checks through us, we may charge a fee for each check that rejects during processing due to poor print quality, or if it fails to meet our specifications. You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

You agree to safeguard your blank and cancelled checks, and to take reasonable steps to prevent their unauthorized use. If your checks are lost or stolen, you agree to notify us immediately.

For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as “Account Closed” or “Refer to Maker.” You will be responsible for issuing any replacement checks.

## > Deposits

You can make deposits:

- To qualifying accounts linked to your Citibank® Banking Card<sup>1</sup> at any Proprietary Citibank ATM in the U.S., 24 hours a day, 7 days a week. Simply follow the directions on the ATM screen to insert your check or cash deposit in the appropriate slot. Some instruments such as some money orders or foreign checks cannot be accepted by the ATM terminal and must be deposited with a branch representative. When your transaction is completed, you will receive a transaction record via email or print (which ever option you select), that will provide an image of the check(s) or a breakdown of the cash accepted.
- With a teller, during regular banking hours, at any Citibank branch in the United States;

- By using our Deposit/Payment Express boxes which are located at select Citibank branch locations;
- By mail;
- By Mobile Check Deposit
- By Direct Deposit (forms for establishing direct deposits can be obtained at any Citibank branch or through Citibank® Online);
- By Citibank® Global Transfer Service (where available);
- By an ACH or wire transfer; or
- By Inter Institution Transfer Service. For more information about these transfer services, refer to the “Electronic Banking” section of this Manual.

We may accept items payable to you, or to any of you, from any source without questioning the authority of the person making the deposit. We also may give cash back to any authorized account signer(s) or agent(s) in connection with items payable to any owner, whether or not the items have been endorsed by the owner. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion, to any loan or deposit account any of you maintain with us.

<sup>1</sup> To ensure your accounts are properly linked, please stop by a branch or contact CitiPhone Banking® at 1-888-CITIBANK. You may also view a list of eligible accounts types, and link your qualifying Citi® accounts to your Citibank® Banking Card by signing on to Citibankonline.com. Select the “Link/Unlink Other Citi Accounts” option under “Services” and follow the instructions.

## > Remotely Created Checks

You may not deposit remotely created checks to an account with us without our prior, express written consent. If you deposit remotely created checks with us, you agree that we may withhold a portion of the proceeds of such remotely created checks in a reserve account, in an amount that we reasonably believe may be needed to cover future charge backs, returned items, and/or claims that such remotely created checks were unauthorized. You grant us a security interest in the reserve account. Unless we agree otherwise in writing with you, reserve funds shall not bear interest. Our right to charge your account for returned remotely created checks will not be limited by the balance or existence of any reserve fund. Our rights with respect to the reserve fund, as well as the security interest granted to us, shall survive the termination of this Agreement. We may discontinue accepting remotely created checks at any time without cause or prior notice.

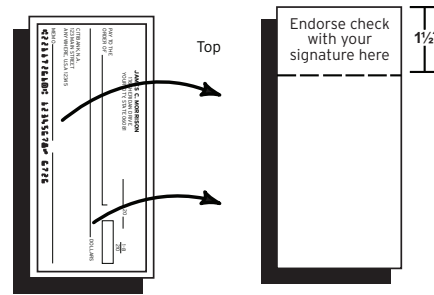
If you provide your account number to a third party with instructions to charge your account by means of one or more remotely created checks, you authorize us to pay such remotely created checks, even though they do not contain your signature and may exceed the amounts you authorized to be charged. This provision shall not obligate us to honor remotely created checks. We may refuse to honor remotely created checks without cause or prior notice, even if we have honored similar items previously.

## > Endorsements

To ensure that your check is processed without delay, you must endorse your check correctly by signing the back of the check. The area reserved for your signature is on the back of the check, within 1½ inches from the “top” edge (as shown in the picture below). Do not make any additional marks or notations on the back of the check.

You will be liable for unpaid checks returned late because your endorsement, a prior endorsement, or information you have printed on the back of the check obscures other endorsements.

We may endorse and/or collect items deposited to your account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit.



## > Items Sent for Collection

We and other institutions may refuse to accept a check or other item for deposit or may accept it on a collection basis only. This often occurs with foreign, questionable or damaged items. If we accept an item for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. We may impose a fee in connection with sending and receiving items for collection (e.g., by charging your account or deducting the fee from the amount remitted). Other institutions that send or receive items for collection involving your account also may impose a fee for their services.

## > Verification and Collection

Any item that we cash or accept for deposit is subject to later verification and final payment. We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits are also subject to later verification.

## > ACH Provisional Credits

Credit for an automated clearing house (“ACH”) transfer is provisional until final payment is received by the payee’s financial institution. Until that happens, the party originating the transfer

is not deemed to have made payment to the beneficiary, and the payee's bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

## > Notice of Incoming Transfer

We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement. Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so. Transfers to your account will be reflected on your regular periodic statement. You may also contact your Home Branch during normal business hours to determine if a transfer has been credited to your account. This information is available to you anytime via CitiPhone Banking®, Citi Mobile® or Citibank® Online.

## > Returned Items/Transactions

When checks or other items that you deposit to your account are returned for insufficient or uncollected funds, we may, at our discretion, re-present those checks or other items for payment a second time without notifying you that the check or item was returned. You agree that we are not responsible for any loss or damage you may incur as a result of our not notifying you when such check or other item was first returned. At our option, we may re-present the check electronically.

We may also place a hold on the funds in question (see "Funds Availability at Citibank" section in the Marketplace Addendum) or charge your account for the amount (and any interest earned on it) whether or not the return or notice of non-payment is proper or timely.

This also applies to checks drawn on us which are not paid for any reason, and to checks that are returned to us in accordance with any law, regulation or rule (including a clearinghouse rule). We may assess a fee for each returned item and notify you of the return orally, electronically or in writing.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged, that the item contains an alteration, or that there has been a breach of warranty in connection with the item, we may charge the item back against your account or place a hold on the funds pending an investigation, without prior notice to you.

## > Reconstructing Lost, Missing, or Destroyed Deposits

When you cash or deposit a check or other item with us, we act as your agent to collect the item. You assume the risk of loss for deposited items that are lost, missing, or destroyed during the processing and collection of the item(s). We may reverse any credit given and any interest earned or accrued for such a deposited item, and we may recover the amount of any funds disbursed for any such cashed item from any account you maintain with us.

You agree to cooperate fully with us to reconstruct such a deposited item by promptly:

- Providing us with a copy of the front and back of the deposited item from your or the issuer's records;
- Asking the issuer of the item to place a stop payment on it (at our expense) and to issue a replacement item to you (if the deposited item has not been paid); and
- Reviewing your records and other information to obtain the issuer's identity and any other information about the deposited item.

If you fail to cooperate with us to reconstruct the deposit, we may adjust any credit made to your account for the deposited item.

## > Our Right to Refuse Deposits

We may, at our discretion, refuse to accept funds for deposit to your account for any reason. We will, to the extent practical, try to facilitate your transaction by the best means available, including sending the item for collection or forwarding the item to the appropriate processing area. Your account will not be credited until collection or processing is completed.

## > Account Balance and Transaction Information

Although you may view your account information on Citibank® Online, Citi Mobile® or at an ATM and you may receive account information through CitiPhone Banking® and account updates through Citi® Text Banking, the information provided through any of these means may not include recent transactions and may also include funds that are not available for immediate withdrawal.

The end of Business Day cut-off time for the transactions listed in the following chart is 10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time). The cut-off time impacts the actual day on which these transactions will be effective and reflected in your account balance.

Type of Transaction Performed	Channel Where Transaction is Performed
Deposits and Payments*	Proprietary Citibank ATMs
Mobile Check Deposit	Citi Mobile®
Withdrawals	All ATMs
Citibank® Global Transfer	Proprietary Citibank ATMs Citibank® Online
Internal Transfers to other linked Citibank accounts	Proprietary Citibank ATMs Network ATMs (primary account only)** Citibank® Online Citi Mobile® Telephone-initiated transfers (automated or staff-assisted)

\* Other than transfer payments to linked Citi Credit Cards.

\*\* Refer to details in section A at a Proprietary Citibank ATM or at an ATM Network Machine.

## > Limits on Transfers

Federal regulations require us to limit the number of transfers from any savings account, including money market accounts, of the following transaction types:

- Checks you write;
- Debit Card or similar orders made by you and payable to a third party;
- Automatic transfers (including Safety Check transfers);
- Recurring payments you set up in advance;
- Payments and transfers you authorize via CitiPhone Banking®, Citi Mobile® and Citibank® Online or other electronic means; except for payments and transfers to repay Citibank loans and/or lines of Credit and Citi® branded credit cards;
- Transfers to third parties at a Proprietary Citibank ATM, including those you make using the Citibank® Global Transfer Service.
- Payments and transfers you make using the Inter-Institution Transfer Service.

There is no limit on the number of transfers between your linked deposit accounts that you make in person with a teller or at an ATM.

The maximum number of transfers you can make is limited to no more than six (6) per statement period. If you have reached this limit, we may refuse to honor additional transactions. We count checks for purposes of the transaction limitation as of the date we post them to your account (not as of the date you write them). As such, a check you write during one statement period may not be counted until a subsequent statement period. If these limits are exceeded three (3) times within a twelve (12) month period, we will, in our sole discretion, either: restrict your account access; or, transfer the funds from your account into another Citibank account you have (or that we open for you) that is not subject to these transaction limits, as will be further described in the notice that we will send concerning such excessive transaction activity; or, close your account and mail you a check for your balance, if any. For clients living outside the United States, you may be asked to return wire transfer instructions to close your account. We may also impose an excessive activity fee.

## > Funds Transfers

The following terms apply to any request to transfer funds from your account to an account maintained at another institution other than those made using an online or mobile person to person transfer service which is subject to a separate agreement. Examples of funds transfers covered by this section include wire transfers and Citibank® Global Transfers. In addition to the information provided here, please refer to any funds transfer agreements you may receive when you initiate such a request. For international funds transfers, you will be provided with certain disclosures required by federal law at the time you initiate your request for that transfer. To the extent the provisions in this section are inconsistent with the disclosures provided to you for an international wire transfer, the provisions of such disclosures shall govern. When you request a funds transfer, you authorize

us to debit your account for the amount of the transfer and you also authorize us to charge your account any applicable service fees in accordance with the fee schedule in effect at the time of your request. For international funds transfer requests, you will be given information regarding the fees associated with that transfer on the disclosure you are provided at the time of the transfer request.

### Reliance by Citibank

Citibank will rely on the information you provide in making a funds transfer on your behalf. It is your responsibility to provide Citibank® with accurate information regarding that transfer, including the account number of the beneficiary of the funds transfer and where applicable, the number (such as "BIC" or "SORT") identifying the beneficiary institution; payment will be processed based on the number(s) provided by you. Should you provide an incorrect account number and/or beneficiary institution identifier, you understand that any losses resulting from the funds being credited to the wrong account will be your responsibility. For international transfers, you may be required at the time you initiate the request to provide Citibank with information regarding the currency in which the beneficiary account is maintained. You understand and acknowledge that Citibank will rely on this information in executing your request in accordance with the provisions set forth in the "Currency of Transfer" paragraph below.

### Security Procedures

When you place an order for a funds transfer, we will follow a security procedure established for your protection and ours to verify that the transfer has been properly authorized. You understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction or to prevent duplicate transfers. The procedure depends on the means by which you provide instructions to us. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of instructions by placing a call to any authorized signer on your account. By placing a transfer order, you agree to our use of the applicable security procedure. You agree to be bound by any funds transfer request that Citibank receives and verifies in accordance with the security procedure outlined above.

### Transfer to a Beneficiary Bank

When you request a funds transfer, you must select a financial institution to receive it. For funds transfers within the U.S., the beneficiary bank must be a member of the Federal Reserve System, a correspondent bank of such a member, or a Clearing House Interbank Payment System (CHIPS) member. You may request that the funds either be deposited into a particular account at the beneficiary bank or be held at the beneficiary bank for your beneficiary. The beneficiary bank is responsible for notifying the beneficiary that the funds are available. After the funds are transferred to the beneficiary bank, they become the property of the beneficiary bank. The beneficiary bank is responsible to locate, identify, and make payment to your beneficiary. If the beneficiary cannot be located, the funds may be returned. Except as may be prohibited by federal law, any losses resulting from an incorrect account number or other misidentification of your beneficiary provided by you are your responsibility and not Citibank's.

## Currency of Transfer

Funds Transfers to beneficiaries within the United States are made only in U.S. dollars. For international transfers, Citibank may ask you to indicate the currency in which the beneficiary account is held. If you indicate that the account is held in U.S. dollars, your transfer must be made in U.S. dollars. If you indicate that the account is held in foreign currency (either the local currency of the country where the account is maintained or another foreign currency offered by Citibank) Citibank will send the transfer in that foreign currency unless the transfer in foreign currency is prohibited by local restrictions of the destination country. If you indicate you do not know the currency in which the beneficiary account is held, you can choose to send the transfer in U.S. dollars or in one of the foreign currency options provided by Citibank at the time of the transfer request. You understand that Citibank has the right to rely on your statement as to the currency of the beneficiary account and that it will not be responsible for any error in the information it provides you concerning the applicable exchange rate and the amount of funds to be received by the beneficiary should your statement be incorrect and a currency conversion occurs after Citibank sends your transfer. For transfers in foreign currency, Citibank will convert your U.S. dollar payment to the foreign currency selected by you at Citibank's exchange rate in effect at that time for similar transactions. The exchange rate includes a commission to Citibank for exchanging the currency. Information regarding the applicable exchange rate will be provided to you at the time you initiate the transfer request. In addition, in the case of transfers into your account which are sent in foreign currencies, we will convert the funds into U.S. dollars at our current conversion rate. Our conversion rate for both outgoing and incoming foreign fund transfers includes a commission for the conversion service.

## Delays or Non-Execution of Funds Transfers

We will not be liable for any delay or failure to execute your funds transfer request or delay in making the funds available to the beneficiary due to circumstances beyond the control of Citibank or any intermediary or beneficiary bank handling the transfer including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or delays caused by one or more of the institution's fraud screening procedures or compliance procedures for anti-money laundering, economic sanctions or similar laws. You further agree that we may refuse to process or delay processing any request if it would violate any guideline, rule, policy, or regulation of any government authority or funds transfer system.

## Incoming Funds Transfers

Notice of your incoming funds transfers will be deemed to have occurred when you receive your periodic bank statement, or another notice from us, containing a credit to your account for the funds received. Also, to determine if a funds transfer has been credited to your account, you can call CitiPhone Banking®, view your account information on Citibank® Online or Citi Mobile®, or request account updates via Citi® Text Banking.

## > Cancellations or Amendments of Funds Transfer Requests

**Applicable to Consumer International Citibank Global Transfers and International Wire Transfers.** You have the right to cancel your funds transfer request for a full refund or to amend your funds transfer request provided you cancel or amend your request within thirty (30) minutes of your authorizing payment for that transfer. If you request a cancellation or amendment after this thirty (30) minute period, the provisions under the paragraph "Applicable to all other Funds Transfer Requests" will apply.

To cancel a Consumer International Citibank Global Transfer, please call 1-866-515-1725 (TTY 1-800-788-6775), sign into citibankonline.com, Citi Mobile, or visit a full-service proprietary Citibank ATM. When cancelling by phone, you will need to provide us with information to help identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund will be made no later than three business days of your request to cancel.

To cancel a Consumer International Wire Transfer, please call 1-888-606-9716 (TTY: 1-800-788-6775) and for Citibank Online initiated wire transfers, you can cancel online. When cancelling by phone, you will need to provide us with information to help identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund will be made no later than three business days of your request to cancel.

**Applicable to all other Funds Transfer Requests.** You may cancel or amend a funds transfer request only if we receive the request prior to having executed the transfer and at a time that provides us with a reasonable opportunity to act upon that request. In general, after we have sent the transfer, you will not be able to cancel or amend it unless the beneficiary bank consents to such a request. We and/or the beneficiary bank may impose a fee in connection with the return of that transfer and for any required currency conversion. We will not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request.

**Rejection of a Funds Transfer Request.** We reserve the right to reject your funds transfer request. We may reject your request if you have insufficient available funds in your account for the amount of the transfer and any applicable transfer fees, if the information you provide in connection with that transfer is incomplete or unclear, if we are unable to confirm the identity or authority of the person requesting the transfer, or if we are unable to fulfill your request for any other reason. In the event we reject your request for a funds transfer, we will notify you at the time you request the transfer or as soon thereafter as we determine to reject the transfer request.

## > Claims

### **Applicable to claims or questions with respect to Consumer International Citibank Global Transfers and International Wire Transfers**

Please refer to the “Error Resolution and Notice Procedures for Claims or Questions concerning Consumer International Global Transfers and International Wire Transfers” paragraph under “Electronic Banking” for a description of your rights.

### **Applicable to claims or questions with respect to domestic Citibank® Global Transfers**

Please refer to the “Error Resolution and Notice Procedures for all other Electronic Fund Transfers” paragraph under “Electronic Banking” for a description of your rights.

### **Applicable to claims or questions with respect to Domestic Wire Transfers.**

You have the responsibility to let us know of any error, delay or other problem with your funds transfer within thirty (30) days from the date you receive notification that we have transferred the funds. In the event that your transfer was delayed or erroneously executed as a result of erroneous information you provided, you understand that you may be responsible for the amount of that transfer and any associated fees. If your transfer was delayed or erroneously executed as a result of Citibank’s error, Citibank’s sole obligation to you is to pay or refund such amounts as may be required under the Uniform Commercial Code Article 4A or by other applicable law. Any claim for interest payable by us shall be at our published savings account rate in effect within the state of the home financial center of the account from which the funds transfer was made.

### **Limitation of Liability**

Citibank shall not be responsible for any incidental or consequential damages or expenses arising in connection with your funds transfer.

## > Withdrawals

### **Where to Make a Withdrawal**

**At a Citibank Branch.** You can withdraw up to your available balance by cashing a check or making a withdrawal at a Citibank branch. We may require you to present identification.

### **At a Proprietary Citibank ATM or at an ATM Network Machine.**

You can use your Citibank® Banking Card to withdraw cash from your eligible linked accounts at a Proprietary Citibank ATM and from primary linked accounts at a Network ATM. Depending on the terms of your account, there may be a Citibank transaction fee for cash withdrawals from a Network ATM other than those which you can use without incurring a surcharge as described in the following paragraph. In addition, the company that owns or operates the machine may charge you a fee for the withdrawal. For more information on ATM withdrawals, refer to the *Electronic Banking* section of this Manual.

You can withdraw cash, get information and make transfers between your eligible linked Citibank accounts with no surcharge fee when you use your Citibank Banking Card at ATMs in the U.S. located at Citibank branches, ATMs at select retail store locations,

and ATMs participating in the MoneyPass® Network. ATMs in retail stores and at other non-Citi locations are not owned or operated by Citibank. Use the Citi Worldwide ATM/Branch Locator on Citibank Online or the Citi Mobile® App to find the nearest ATMs and branches, including non-Citibank ATMs in the U.S. with surcharge free access.

### **Cash Withdrawals**

Cash withdrawals or payments at any Citibank branch may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with an Official Check. We assume no responsibility to provide personal protection for customers who elect to carry large sums of money off our premises.

### **Writing a Check**

You can write a check for any amount up to the available balance (including any Checking Plus® or Safety Check availability) in your checking account or money market account, provided your account offers a check-writing feature, by using one of the personalized checks you receive from us or one of the compliant checks that you have ordered elsewhere. Checks must be written in U.S. dollars.

### **Paying Your Checks**

**Electronic Presentment of Checks.** We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned, or if we receive notice that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection. Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

**Check Processing Cut-off Hour.** In order to handle the large volume of checks processed each day, we may treat any check you have written that is presented for payment after 2:00 P.M. on a Business Day as if it were received on the next Business Day. Our cut-off hour with respect to any notice, knowledge, stop payment or post-dated check order, or legal process received by us involving a check we have received for payment is one hour after the opening of the Business Day following the Business Day on which we received the check. Our cut-off hour for check processing purposes with respect to our right of setoff is midnight of the Business Day following the Business Day on which we received the check, or such later time by which we must return the check.

**Notations on Checks.** We may ignore any legal copy appearing on your checks (such as “Void after 60 days”). Our decision to pay or not to pay a check is based on funds available in your account and other factors. It may not be affected by any subsequent deposits to your account.

**PLEASE NOTE:** As checks you have written are presented to us for payment during the course of a Business Day, we may place a hold on available funds in your account for the amount of those checks resulting in a reduction in your available account balance throughout that day. The held funds may be applied against processing of those checks or other transactions later that day.

We process most checks by automated means based on information encoded on the checks. As such, we may not physically examine all checks to determine if they are properly signed or completed. You agree that we may rely on such a process and that it will be deemed an acceptable standard of care on our part.

**Post-Dated Checks.** You agree not to write post-dated checks. If you do, we may or may not pay the check on the day it is presented.

The following applies to you if the governing state law of your account is in a state other than New York: If you write a post-dated check on your account and intend that the check will not be paid by us until the date written on the check, you must notify us to register it at the time you write the check. In order for your registration notice to be effective, you must call CitiPhone Banking® and provide the number, payee, amount and date of the check. You may also send written notice of your post-dated check request to us at the address printed on your periodic statement. An oral or written request to register a post-dated check is good for six (6) months and may be renewed for additional six (6) month periods by giving written notice to us within the period during which the original notice is in effect. A post-dated check will be registered only if the notice is received at such a time and in such a manner as to afford us a reasonable opportunity to act on it before we take action with respect to the check. We may pay any post-dated check that has not been properly registered with us or not registered in a timely manner. If we re-credit your account after paying a postdated check over a valid and timely postdated check notice, you agree to transfer to us all of your related rights against the payee or other holder of the check, and to assist us in legal action taken against that person.

**Stale-Dated Checks.** You agree that we may pay or reject a check which is presented to us for payment more than six months after its date (a “stale-dated” check), even if the presentment occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale dated checks or to seek your permission to pay them. To make sure that a check will not be paid, you should place a stop payment order on the check.

#### **Stop Payment Orders (Checks)**

**General.** Any signer on the account can instruct us to stop payment on a check that has not been paid by issuing a stop payment order at a Citibank branch, through Citibank® Online or by calling CitiPhone Banking®. For information about stopping payment on an automatic withdrawal or payment from your account (ACH), please refer to “Stop Payment Orders (Automatic Transfers)” in the Electronic Banking Section of this Manual.

A stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay the item. Payment cannot be stopped on a check that has

already been paid or that is in the process of being paid. At the time that you place a stop payment order, we may not be able to tell you whether the check has been paid or is in the process of being paid. Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment order. You agree to indemnify us against any claim or loss resulting from honoring your stop payment request.

When you place a stop payment on a check, a stop payment fee may apply. Please refer to “Other Fees and Charges For All Accounts” in the Marketplace Addendum for a schedule of applicable fees.

When you place a stop payment order on a check and believe that the check may be converted to an electronic transaction (ACH), you should also place a second stop payment as an ACH. There is no fee for the second stop payment.

**Contents of Stop Payment Order.** You will need to accurately provide:

- Your account number;
- The date of the check;
- The check number;
- The exact amount (dollars and cents) of the check; and
- The payee's name.

We may use some or all of the information, in our sole discretion, to identify a check. If the information is not exactly correct, the stop payment may not be effective.

**Effective Period of Stop Payment Order: Renewal.** A stop payment order on a check will stay in effect for six (6) months from the date we accept the stop payment order, unless you instruct us to cancel it or to renew it, provided that we have not already returned the check. The order may be renewed for additional six (6) month periods.

Your instructions to remove or renew a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act upon it.

**Payment over Valid Stop Payment Order.** If you believe that we have paid a check over a valid stop payment order, we may require you to provide us with evidence of our acceptance of a valid stop payment order and an affidavit describing in detail your loss resulting from the payment of the check; and, if applicable, further describing in detail your dispute with the payee. If we subsequently determine that you were indebted to the payee for the exact amount of the check or less, you agree that we will have the right to debit your account for the amount of the indebtedness. If your account has insufficient funds to cover the indebtedness we may also exercise our right of setoff.

**Replacement Check.** If you write a new check to replace one on which you have placed a stop payment order, be sure it has a different check number and date. It is also helpful if you write the word “replacement” on it so it is not mistaken for the original check.

**Official Checks and Money Orders.** You may not as a matter of right place a stop payment on an official check, money order, or international cheque. If such an instrument has been lost,

stolen, or destroyed, you and/or the payee may, under certain circumstances, be allowed to place a stop payment by completing a "Stop Payment Request and Indemnity Agreement" form. We may require that you wait ninety (90) days before reissuing the check or reimbursing you. You may also be required to purchase a surety bond for twice the amount of the instrument.

### Insufficient Account Balances

We may accept, pay, certify, or charge to the appropriate account, checks and other items in the order we choose. For purposes of this "Insufficient Account Balance" section and the following "Overdrawing Your Account" section, an "item" includes checks, substitute checks, service charges, purported substitute checks, electronic items or transactions, drafts, remotely created checks, image replacement documents, indemnified copies, preauthorized payments, automatic transfers, telephone initiated transfers, ACH transactions, online banking transfers or bill payment instructions, withdrawal slips, in-person transfers or withdrawals, adjustments, and any other instruments or instructions for the payment, transfer or withdrawal of funds including an image or photocopy of any of these. Even if we provisionally post checks or other items to your account during the day, we may treat them as if we received all of them at the end of the day. We do not necessarily process transactions with regard to the fees that you may incur for insufficient balances.

Generally, your deposits and withdrawals are processed as follows:

**First:** Deposits made before the cut-off time are added to your account balance.

**Second:** Fees for services we provide.

**Third:** Transactions received real-time during the day are deducted as they occur if there is a sufficient available balance in the account to pay for the transaction and any associated fee. Example: ATM, debit PIN or teller withdrawals including cashed checks; transfers or Citibank® Online bill payments initiated by you, debit card purchases at a merchant and most ACH debits\* that we receive throughout the day.

**Fourth:** Checks presented for payment and any ACH debit not deducted during the day are deducted from your remaining available balance in the order of lowest to highest dollar amount.

\* ACH (Automated Clearing House) debits are received electronically through a merchant you have instructed to bill your checking account i.e., for your utility or phone bill.

### Overdrawing Your Account

In the event of insufficient funds to pay all of your items or permit one or more transactions, we may return one or more of your items and/or not allow one or more of the requested transactions, or, in our sole discretion, we may create an overdraft by paying some or all of them. Regardless of the option we choose, we will charge you a fee (or fees) as stated in the "Other Fees and Charges for All Accounts" Fee Schedule located in the Marketplace Addendum.

An Overdraft Fee may be assessed when your account is in overdrawn status after transactions post at the end of the day. A Returned Item fee may be assessed when a check or item is returned unpaid due to insufficient/unavailable funds in your account. Overdraft fees and Returned Item fees, in any combination, will not be assessed more than four (4) times per day. An Overdraft Fee may also be charged whenever a transaction, including a service fee or charge, is deducted from your account and either causes your account to be overdrawn or increases the amount by which your account is overdrawn.

Please note that we do not charge an Overdraft Fee for ATM or debit card overdrafts. Our payment of any items or allowance of transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of overdrawing accounts.

We offer a line of credit account called Checking Plus® (variable rate) line of credit, which can cover your incoming items (as defined in the "Insufficient Account Balances" section) and prevent returned items up to your available credit line. This overdraft protection is not automatic and you must apply for and be approved for this account. You can also enroll in our Safety Check service, which lets you link a money market or savings account to cover overdrafts or use of unavailable funds in your checking account. For more information on Checking Plus® (variable rate) line of credit and Safety Check, please refer to the "Overdraft Protection" section of the Marketplace Addendum.

### Withdrawal Refusals

In some instances, we may refuse a request for a withdrawal or transfer from an account. The following list includes, but is not limited to, the most common reasons we might refuse such requests:

- If the funds you wish to withdraw are not yet available; (See the "Funds Availability at Citibank" section of the Marketplace Addendum.)
- If we decide to require seven (7) days advance written notice and we have not received such notice;
- If there are insufficient funds in your account;
- If you use a type of check not acceptable to us;
- If the funds you wish to withdraw are being held to cover a checking account withdrawal under our Safety Check service;
- If the funds you wish to withdraw are being held due to cashing of a third party check against the account or for any other reason;
- If the withdrawal would consist of money owed to us;
- If the withdrawal you are requesting is of the type that is limited by federal regulations, and you have already reached the applicable limit;
- If, in the case of a joint account, any account signer gives us written instructions not to permit a withdrawal;



- If the account is pledged as collateral for a loan;
- If an account owner has died and we have not received all documents required to release funds in the account;
- If we have not received documents or identification required to permit access to the account, such as when the account is new and documentation remains missing;
- If we have been ordered by a court or other legal process not to permit the withdrawal;
- If you do not present us with appropriate identification or any other information that we may require;
- If we are aware of any dispute relating to the account or funds in the account;
- If we have some suspicion of fraud, irregularity, or illegality; or
- If we believe that the signature on a check or item drawn on your account and presented for payment does not appear similar to that appearing in our records.

#### **Withdrawal Notice**

We reserve the right to require seven (7) days advance notice before permitting a withdrawal from all interest checking, savings and money market accounts. We currently do not exercise this right and have not exercised it in the past.

#### **Check Cashing**

**Your Own Checks.** You can cash a check at any Citibank branch, for any amount up to the available balance with your Citibank® Banking Card or other identification that is acceptable to us.

**Third Party Checks.** In certain instances we may allow you to cash a third party check (i.e., a check originally payable to another person) at a Citibank branch, up to the available balance in your account using your Citibank® Banking Card as identification. If the check is payable to a party other than yourself, we may require that the other party's endorsement be verified or guaranteed before we accept the check. In any case, we may refuse to accept any third party check for encashment for any reason. If you routinely request that we cash third party checks we may require that you enter into a separate agreement with us for that purpose. If we do cash a third party check, a hold may be placed on your account for the amount of the check until the check clears. The amount of the check cashed may also reduce your daily balance or average daily balance for interest and/ or fee calculation purposes for up to the number of days it takes for us to collect the check.

**Payee Check Cashing.** When you write one of your checks to another person, that person, with proper identification, may be able to cash it at a designated Citibank branch up to the applicable limit which is currently \$5,000. This limit may change from time to time without notice to you. We may charge a person who cashes your check a fee, or refuse to cash your check, if that person is not a deposit or loan customer of ours. Otherwise, the payee will be required to deposit the check to an account with us or elsewhere. For checks presented for encashment to a Citibank branch located in California or Nevada by a payee who does not bank with us, we may also require the payee to provide a fingerprint before cashing the check. If the payee refuses to provide a fingerprint, or, if a payee refuses to pay our check cashing fee, we may refuse to cash the check. You agree that our refusal to do so is reasonable and that we will not be liable to you for our refusal.

**Check Cashing for Others.** You should not use your account to cash checks for others who are not well known to you. Although we may make funds provisionally available to you and may take steps to determine whether a check will be paid, you are responsible for any loss that occurs if the check is returned to us for any reason (e.g., because it is counterfeit). Our employees cannot promise that checks drawn on or issued by other institutions, including cashier's checks or official checks, will be paid.

# Account Statements and Notices, Periodic Statements

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We will provide a periodic account statement to you showing all activity for the statement period, all transactions made with your Citibank® Banking Card, all transfers you authorize in advance, and other account information for the statement period. Your periodic statement will include a summary of your linked account balances and an itemized listing of your transactions by date, including information about checks presented against your account, and other notices about your linked accounts. We use postage-paid ordinary postal-mail to send you statements or notices to the postal mail address reflected in our records for the account.

Regardless of the number of account owners, we only mail to one owner per account. Notification given to any one account owner is considered notification to all account owners and is considered delivered to you on the date we first place the statement or notice in the U.S. mail or the date that the email notifying you that your statement is available on Citibank Online is first sent, regardless of whether or not you receive it.

If two consecutive statements and/or notices are returned to us for any reason, you agree that we may hold subsequent notices and statements until we receive forwarding information from you. Statements and notices held for you will be deemed delivered to you on the date that they are prepared (for held statements), mailed (for returned statements) or otherwise made available to you. At our discretion, we may destroy mail that is returned to us as determined to be undeliverable. If you have a checking, Checking Plus®, or Checking Plus® (variable rate) line of credit account, you will receive a statement each month and that statement will include information regarding all of your other linked accounts.

You can arrange to receive separate statements for your linked Citibank accounts by calling CitiPhone Banking® (see the back cover of this Manual for telephone numbers).

Instead of receiving a paper statement through ordinary postal mail, any signer on an account may elect to enroll in our paperless statement service when you are registered on Citibank Online. If you elect to use the paperless statement service, we will notify you via email of the availability of your statement on Citibank Online. The terms and conditions for the paperless statement service are subject to a separate agreement which you will accept when enrolling in the service and can view at any time on Citibank Online.

## > Cancelled Check Options

Unless you have an account package that allows you to elect otherwise and you have done so, we will not send you images of your cancelled checks.

If you have a checking account in the Citigold® Account Package, Citi Priority Account Package, Citibank® Account Package or a Citi Private Bank Account, you may elect to have your check

images delivered with your periodic statements. You must speak with an account representative to sign up for this service. Please note that if you receive check images with your statement, included among those images may be some checks which were presented for payment but which were returned unpaid after your statement was prepared and sent to you.

Images of your cancelled checks presented within the past 18 months are also available to you through Citibank® Online. Additionally, you may request a copy of any of your cancelled checks by calling CitiPhone Banking®. Please refer to "Other Fees and Charges for All Accounts" in the Marketplace Addendum for applicable fees.

## > Substitute Checks and Your Rights

### What Is a Substitute Check?

A substitute check is a paper reproduction created from a digital image of the front and back of the original check and bears the legend "This is a legal copy of your check." You can use it the same way you would use the original check. Federal law allows banks to replace original checks with "substitute checks." Under the law, a substitute check is the "legal equivalent" of the original check. In other words, it can be used in the same way and for all purposes for which you would use the original check.

### Your Rights

The following rights apply if you receive a substitute check from us in lieu of the original check. These rights do not apply to original checks or to electronic debits. Your rights as to those transactions remain unchanged and are described in other sections of this Agreement. Please note these rights also do not apply to images of checks furnished to you or viewed through Citibank® Online.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you incur if you believe a substitute check is incorrectly posted to your account (for example, if you think your account was debited for the wrong amount) and production of the original check is needed to determine the validity of the debit. The losses you may attempt to recover may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft check fees.) The amount of the refund you may request under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

Under federal law, you may receive up to \$2,500 of your refund (plus interest if you have an interest-bearing account) within ten (10) Business Days after we receive a complete claim from you and the remainder of your refund not later than forty-five (45) calendar days after we receive a complete claim from you. You will not be entitled to a refund if we determine that the substitute check was correctly posted to your account. Alternatively, we may reverse the refund (including any interest on the refund) if we later determine that the substitute check was correctly posted to your account.

## > Filing a Claim

If you believe a substitute check you have received from us was improperly debited to your account, please call CitiPhone Banking® at the number indicated on the back cover of this Manual. You must contact us within forty (40) calendar days of the date we mailed, or otherwise made available to you, the substitute check in question. We may extend the time period if you were prevented from contacting us for extenuating reasons. In certain situations, such as forgery claims, we may require that you put your claim in writing. If so, we must receive the information in writing within ten(10) Business Days from the day you first notified us of your claim.

If you are not able to contact us by telephone, you may also write to us at the following address: Citibank Client Services, P.O. Box 769014, San Antonio, TX 78245-9989.

In investigating your claim, we may request the following information from you:

- Description of how you suffered a loss;
- Amount of your loss;
- Explanation as to why the original check is needed to determine the validity of the amount charged to your account; and
- A copy of the substitute check and/or information to help us identify the substitute check (such as check number, the amount of the check and payee).

## Special Circumstances

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### > Forfeited Accounts

If your account is seized by or forfeited to the United States government or a state government, you no longer have title to the account, and the funds in the seized or forfeited account will no longer earn interest during such period of seizure or forfeiture, even if the funds are eventually returned to you.

### > Death or Legal Determination of Incompetence

You agree to notify us immediately of the death or court-ordered legal determination of incompetence of any owner or authorized signer on your account. We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court or court appointed fiduciary regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefits payments payable to the deceased) if an owner dies or is legally determined incompetent.

In case of death or legally determined incompetence of an account owner, we will continue to honor checks written on that account as well as other withdrawal instructions until we are notified of the death or the legally determined incompetence. We may continue to honor checks for up to ten (10) days following the death of the account owner unless a validly appointed representative of the decedent or another account owner provides us with stop payment instructions.

Upon notification of death or legal determination of incompetence, we will block individual accounts; joint accounts may remain unblocked for up to thirty (30) days after we have been notified of an account owner's death. Certain documents must be presented to us before funds in such an account can be paid out and the account closed. For more information about which documents are required, please visit your Home Branch or contact CitiPhone Banking® (see the back cover of this Manual for telephone numbers).

### > Dormant Accounts

Under applicable state abandoned property statutes, your account will be considered dormant (inactive) and we may be required to send to the appropriate state the balances in your deposit account unless you have done at least one of the following during a specified period of time:

- Deposited or withdrawn funds;
- Signed and returned our active account confirmation form; or
- Written to us concerning the account.

A certificate of deposit account that has not reached initial maturity will not be considered inactive, but if the account renews automatically, it can become inactive starting after the initial maturity date.

In complying with these requirements, the laws of the state of your last known address (as recorded on our bank records) govern the inactivity period and specific requirements applicable to your account. If your address, as recorded on our bank records, is outside of the United States, South Dakota law will govern.

## > Legal Process

Regardless of where or how we are served, we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your account which we believe to be valid. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will also have and may enforce a right of setoff and security interest against any of your accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process.

We may comply with process we deem appropriate even if it appears to affect the interest of only one owner of a joint account. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred.

Accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. client trust account") may be subject to legal process unless our records contain an express written trust or court order that provides otherwise.

Upon receipt of any legal process, you will be liable to us for our processing fee, and reimbursement for our record research, reproduction and handling costs. We may deduct such fee, as well as any expenses, including, without limitation, attorneys' fees in connection with any such document or legal process, from your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees.

You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid.

When we receive an order instructing us to restrict access to funds in an account, we may remove the funds from the account and maintain them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine account fees and rates.

## > Right of Setoff

Subject to applicable law, we may exercise our right of setoff against any or all of your accounts (except IRA, Keogh plans and certain trust accounts) without notice, for any liability or debt of any of you, whether joint or individual, direct or contingent, now or hereafter existing, and whether arising from our fees or charges, overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If an account is a joint or multiple-party account, each joint or multiple-party account owner authorizes us to exercise our right of setoff against any and all accounts of each account owner.

You expressly agree that our right of setoff extends to, and may be directed towards, any federal or state benefit payments (including Social Security benefits) directly deposited into your account. You also agree to allow us to apply any subsequently credited deposit made to your account against any overdrafts and against any fees and charges or other obligations owed us in whichever order we determine and that we may use any federal or state benefits payment that is deposited into the account (including direct deposit of Social Security) for this purpose. You acknowledge and agree that if you do not want your electronically deposited benefits applied in this way, you have the option of changing your direct deposit instructions by providing notice to the benefits payor at any time.

## > Restricted Access

There are occasions when we restrict access to deposits, such as when your account application is being processed, when funds are assigned as collateral or when we are required by law to restrict access. If funds assigned as collateral are in interest-bearing accounts, they will continue to earn interest as usual. They may not, however, be used in connection with our Safety Check service.

## > Closing a Deposit Account

You may close your account at any time (except as stated otherwise in this Manual). We may allow one owner/signer to close an account without the consent or signature(s) of any other owner(s)/ signer(s). Except in limited circumstances, if you close a Certificate of Deposit account before maturity, you will be subject to an early withdrawal penalty.

We may close your account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obliged to do so. If we close your account, we will send you a check for your final balance, if any, minus any applicable account fees and charges. For clients living outside the United States, you may be asked to complete wire transfer instructions to receive your funds. If your account balance is insufficient to pay applicable account fees and charges owed to us, you will continue to be liable to us for the unpaid amount and interest thereon until it is paid in full. Your obligations for transactions conducted prior to account closure will survive the termination of the account and this Agreement. If we close your account because of negative account activity, we may report that information to a Consumer Reporting Agency.

## Foreign Currency Exchange

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Citibank's World Wallet® service offers you the convenience of ordering foreign currency at competitive exchange rates quickly and easily. Foreign currency is available in more than 50 different currencies. You can order foreign currency simply by visiting your local Citibank branch or by calling CitiPhone Banking®. Daily order limits may apply. Delivery of foreign currency can be made to your address on record or an alternate address in the continental United States, for an additional nominal charge. Citibank will not deliver to P.O. Boxes or to locations outside of the continental United States. All orders placed for next business day delivery must be made by 3 pm Central Time. For more information about these services, you may visit [citibank.com](http://citibank.com), call CitiPhone Banking® or 1-800-756-7050 toll-free within the United States. Your account will be automatically charged by us for the amount of your order, plus any applicable service and shipping charges. For redemptions of foreign currency, your account will be credited in U.S. dollars, less any applicable service charges. The exchange rate for a purchase or redemption of foreign currency is the Citibank foreign currency banknote conversion rate in effect at the time you place your purchase order or redeem your currency. This rate includes a commission to Citibank for the conversion service.

### > Limitation of Liability

We assume no responsibility and make no representation regarding (a) comparative exchange rates available from other sources, and (b) foreign laws relating to currencies, including, without limitation, the importation of currencies and laws affecting the free convertibility of local currencies.

## Electronic Banking

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The following terms apply to Electronic Fund Transfers (EFT) (e.g., consumer ATM transactions, point-of-sale (POS) transactions, domestic Citibank Global transfers, Zelle® transfers, ACH transfers and Instant Payments) and where indicated International Citibank® Global Transfers and consumer international wire transfers designated as remittance transfers under federal law. Any authorized signer on an account may apply for these services on behalf of all authorized signers. Some EFT services are subject to separate terms and conditions (e.g., Citibank Global Transfers and Zelle transfers) which are provided to you when enrolling in a specific service.

We shall comply with the requirements and you shall be entitled to the remedies for error resolution for an EFT required in accordance with the federal Electronic Fund Transfer Act, 15 USC 1693 and regulations promulgated thereunder. You may be entitled to additional rights and remedies – including different limitations of liability for unauthorized transactions – according to the governing state law of your account. For more information, refer to “Lost or Stolen Citibank® Banking Cards or Other Access Devices and Unauthorized Electronic Transactions” in this section of the Manual.

### > General

Please note that each withdrawal, transfer, purchase and cash advance is limited by the amount available in your account or available to you via an overdraft protection program such as Checking Plus®, Checking Plus® (variable rate) line of credit or Safety Check. Some Network ATM operators may impose lower limits on cash withdrawals.

**Limitations on Transfers.** In addition to the limits imposed on each Business Day transfer, transfers from savings or money market accounts are subject to the federal limitations described in the “Limits on Transfers” section of this Agreement.

**Limitations on Withdrawals and Right to Suspend or Discontinue Services.** At any time we may change the withdrawal limits that apply when you use an Access Device, and at any time we may suspend or discontinue operation of certain electronic banking services based upon security issues and other factors.

**Terminal Transactions.** You can get a record detailing the transactions you perform at Proprietary Citibank ATMs and Network ATMs. For deposits and payments made at Proprietary Citibank ATMs, your deposits and payments are accepted subject to bank verification.

**Termination of Electronic Banking Services.** If you wish to terminate any electronic banking services or no longer wish to use your Citibank® Banking Card, call us at CitiPhone Banking® at 1-888-CITIBANK or write us at P.O. Box 769004, San Antonio, TX 78245-9989.

## > Access Devices

Generally, you will receive your Citibank® Banking Card when you open your account. If you do not select your Personal Identification Number (PIN) at account opening, you will receive the PIN in a separate mailing. Your PIN is required for all Citibank® Banking Card transactions at Proprietary Citibank ATMs, at Network ATMs or for PIN based POS purchase transactions. You agree to keep your PIN confidential. No bank employee knows your PIN or will ever ask for it. For your protection, we encourage you to periodically change your PIN. You can change your PIN at any time:

- At a Proprietary Citibank ATM;
- At any Citibank branch in the United States;
- On Citibank® Online or Citi Mobile.

If you are unable to change your PIN at a Proprietary Citibank ATM or through the CitiPhone Banking® automated system, you may contact CitiPhone Banking® to request a PIN mailer. The sealed mailer contains a confidential, pre-set PIN that is systemically generated and mailed directly to you. When you receive the PIN mailer, you will need to call CitiPhone Banking® to activate the PIN.

The PIN you select must consist of four numbers and cannot begin with a zero. Many international ATMs do not have keys with both letters and numbers. If your PIN contains letters, please learn their corresponding numbers, as letters may not always be noted on the keys. You should also be aware that non-Proprietary Citibank ATMs and international ATMs may limit access to a primary checking account. To initially sign on to Citibank® Online, for additional security, in addition to your Citibank® Banking Card number and your PIN, you will need to choose a Citibank® Online User ID and Password. Together, the User ID and Password you select will be your Access Device for Citibank® Online.

To use the CitiPhone Banking® automated service, in addition to your Citibank® Banking Card, you will need a Telephone Access Code (TAC) or other form of permitted Access Device. Once you have received your Citibank® Banking Card, you can set up this code by calling CitiPhone Banking® (at the number on the back of your Citibank® Banking Card) for instructions on how to establish your TAC. To use the Citi Mobile® App or Citibank® Online, in addition to your Citibank® Banking Card, you will need a User ID and Password. If an unauthorized person has obtained access to your Citibank® Banking Card, your PIN, your Citibank® Online User ID and Password or your TAC, notify Citibank immediately. Your rights and obligations in the case of unauthorized use of any of your Access Devices are the same as for lost or stolen Citibank® Banking Cards.

We will automatically send you a new Citibank® Banking Card before your current card expires. When you receive your new card, you will need to activate the card by following the instructions enclosed with the card. You will need to sign your new card and destroy your old card.

Please note that the Citibank® Banking Card we issue you is and remains the property of Citibank. We have the right to take possession of it, to demand its return, and to cancel it at any time. You may also cancel your Citibank® Banking Card at any time and for any reason. To do so, cut your card in half and notify us through CitiPhone Banking®, Citibank® Online or at a Citibank branch. You agree to return the Citibank® Banking Card to us upon request.

## > Withdrawal Posting Cut-Off Times

For purposes of determining the Business Day for posting of cash withdrawals from Proprietary Citibank ATMs, the following applies: A Business Day is any day of the week that is not a Saturday, Sunday or bank holiday. Withdrawals made after 10:30 PM Eastern Time (9:30 PM Central Time, 7:30 PM Pacific Time) or on non-Business Days will post to your account on the following Business Day.

## > Types of Transactions; Limitations

### Cash Withdrawals

The cash withdrawal limits apply to each Citibank® Banking Card issued on the account, whether to a single signer or multiple signers. For all account packages except the Citi Private Bank clients, Citigold® Packages and Citi Priority Packages you can use your Citibank® Banking Card to withdraw a maximum of \$1,000 in cash, per card, during a timeframe which may extend beyond a Business Day, from your checking, savings or money market accounts. The stated limits are per card issued on one account, whether to a single signer or multiple signers. The cash withdrawal limits are not affected by additional accounts or the balances in those accounts, which are linked to your Citibank® Banking Card.

For Citigold® Account Packages and Citi Priority Account Packages you can use your Citibank® Banking Card to withdraw cash up to the following maximum limits, per account, during a time frame which may extend beyond a Business Day, from your checking, savings or money market accounts:

- \$2,000
- \$5,000 for accounts in a Citigold® Account Package with a combined average balance of \$500,000 or more for the month which is two calendar months prior to the date of the withdrawal

For Citi Private Bank clients, you can use your Citibank® Banking Card to withdraw a maximum of \$5,000 in cash, per account, during a timeframe which may extend beyond a Business Day, from your checking, savings or money market accounts.

The cash withdrawal limit on the Citigold and Citi Priority accounts for single signer or multiple signers is based on the balances in the linked accounts as stated above. The number of cards issued to a Citigold, Citi Priority or Citi Private Bank account customer does not affect the maximum withdrawal limit per account.

For all packages, you may be able to place a \$50 per Business Day cash withdrawal and point of sale limit on the amount you can access from any or all of your deposit accounts using your Citibank® Banking Card. If you would like to place such a limit, please call us at the number on the back of your card.

For Citibank® Banking Card cash withdrawal limits related to account packages available through International Personal Banking, Citigold® International, Citigold® Private Client or Global Executive Banking, please refer to your respective Marketplace Addendum.

There is no limit to the number of withdrawals you can make. You can use your Citibank® Banking Card to:

- Withdraw cash at a Proprietary Citibank ATM from your linked checking, savings, money market, Ready Credit®, Secured Ready Credit®, Checking Plus®, Checking Plus® (variable rate) line of credit, Home Equity Line of Credit/Equity Source Accounts and from any linked Citibank MasterCard® and Citibank Visa® credit card accounts;
- Withdraw cash at a Network ATM.

### Fees for Cash Withdrawals

There is no charge for making cash withdrawals with a Citibank® Banking Card at Citibank ATM locations in the U.S. Our charges for cash withdrawals at non-Citibank ATM locations will vary based on the account package you selected. When you use a Network ATM other than at a location within our surcharge-free network, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a transaction. For fees imposed due to withdrawing cash from your linked Citibank credit accounts (including credit cards), see your applicable customer agreements.

### Deposits

- You can make deposits at a Proprietary Citibank ATM, to your linked checking, savings and money market accounts. ATM deposits received before the cut-off time for that Business Day will be considered deposited on that day. ATM deposits received after the cut-off time for that Business Day will be considered deposited on the next Business Day.
- You may have funds sent to your checking, savings and money market accounts by Direct Deposit .

### Payments to Us and to Our Affiliates

- You can make payments at a Proprietary Citibank ATM directly to qualifying loans linked to your Citibank® Banking Card for ATM access or by using the "Transfer or Payment" option to transfer funds from your checking, money market or savings account to the loan account.\* Qualifying accounts include Checking Plus®, Home Equity Line of Credit/Equity Source Account® and most Citi® branded credit cards.
- Payments to any account types NOT linked to your Citibank® Banking Card cannot be made at a Proprietary Citibank ATM. If the account is not eligible for a transfer payment, you may be able to make these payments at a branch, use Citibank® Online, or you can mail payments to the address on your statement.

- You can also pay certain linked Citibank personal loans, lines of credit, as well as Checking Plus® and Checking Plus® (variable rate) with automatic monthly transfer payments from your checking, savings or money market account. You authorize these transfers in advance and they do not require a Citibank® Banking Card or any further action on your part.

\* Your ability to make a transfer is subject to our Funds Availability Policy and other terms and conditions in this Manual and your Marketplace Addendum.

### Bill Payments

- You can make payments to third parties by calling CitiPhone Banking® or by using Citibank® Online or Citi Mobile®. When you pay your bills through our bill payment service, your payment is transferred electronically or by an official check. Your account or invoice number can be included with your payment, whether it is made electronically or by check. You can schedule a bill payment up to one year in advance and you can schedule a series of recurring payments.
- If you want to cancel a scheduled bill payment, you must do so by 11:59 PM Eastern Time on the day prior to the scheduled payment date. You can cancel a payment via Citibank® Online or by calling CitiPhone Banking® directly at 1-800-374-9700. A CitiPhone Banking® Services representative will be able to assist you whether the bill payment was scheduled via CitiPhone Banking® or via Citibank® Online or Citi Mobile. If you cancel one of a series of recurring payments, all subsequent payments of the series will be cancelled. If a bill payment is made by check, a stop payment order can be accepted under certain circumstances. Stop payment orders cannot be accepted for bill payments made electronically.
- Your periodic Citibank account statement will include all bill payment transactions made through our bill payment service. If you suspect any error in these statements, or if you have questions or need help, you should write to us at Citibank Client Services, P.O. Box 769004, San Antonio, Texas 78245-9989, or call CitiPhone Banking®.
- A pre-authorized bill payment can be reviewed online or via CitiPhone Banking®. If you believe an unauthorized bill payment has been or might be made, you should call CitiPhone Banking® directly at 1-800-374-9700.
- There is no monthly charge or transaction fee for paying your bills using Citibank® Online or Citi Mobile, the Telephone Automated Bill Payment Service or when you schedule a single payment or multiple bill payments with the assistance of a CitiPhone representative.
- If we are making a pre-authorized payment to a person or company for you and the amount of that payment will vary from the previous amount, it is the responsibility of that person or company to notify you of that fact. Please contact the payee and/or service provider, and not Citibank, regarding varying payments.

## Electronic Check Conversion

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- (i) pay for purchases; or
- (ii) pay bills.

## Transfers

Transfer funds using Citibank® Online, Citi Mobile®, CitiPhone Banking® or at a Proprietary Citibank ATM between your linked checking, savings and money market accounts and any linked credit card account. Transfer funds between your linked checking, savings or credit card accounts at a Network ATM showing one of the network symbols shown on your Citibank® Banking Card. For transfer limits on your linked Citibank credit accounts (including credit cards) refer to your applicable customer agreements. Transfer funds using Citibank® Online or Citi Mobile between your eligible checking or money market account and a linked Citigroup Global Markets Inc. Account ("CGMI Account"). Transfers to a linked CGMI Account can be done up to \$500,000 per Business Day. Transfer requests to a linked CGMI Account placed after 4:00 PM Eastern Time on a Business Day or any time on a non-Business Day will be processed on the following Business Day. To be eligible for this CGMI Account linking, your checking or money market account must be in the same title as your CGMI Account. Your checking or money market account cannot be used as a transaction account for your CGMI Account transactions. Citigroup Global Markets Inc. may have additional linking requirements and terms and conditions. To arrange for this linkage, please contact your Citigroup Global Markets Inc. advisor.

Transfers can be arranged on a weekly, every-other-week or monthly basis, except for transfers to a linked CGMI account which are only permitted on an individual basis. All checking, savings and money market accounts allow making automatic transfer withdrawals and accept automatic transfer deposits from eligible accounts. Examples of these are monthly interest transfers from your savings account to your checking account or monthly transfers to fund your Individual Retirement Account.

## Citibank® Global Transfer Service

You can use any eligible Citibank® checking, savings or money market account at Proprietary Citibank ATMs, via Citibank® Online, or Citi Mobile to transfer funds to the account of another Citibank customer in the U.S. or in select markets outside the U.S. or receive funds into your account from another Citibank customer in the U.S. The minimum transaction amount is \$1, exclusive of the transaction fee. There is no fee for receiving a Citibank® Global Transfer into your account. When you send a Citibank® Global Transfer to the account of another Citibank customer in the U.S., the funds will be debited from your designated eligible account and immediately credited to the recipient's account. Transfers to U.S. accounts will be made in U.S. dollars. When you send a Citibank® Global Transfer to another Citibank account held by you or anyone else outside of

the U.S., the funds will be debited from your designated eligible account and credited to the recipient's account. Generally, the transfer will be made in the currency of the foreign recipient's account. Citibank's exchange rate includes a commission for the conversion service. For general terms and conditions regarding funds transfers, please refer to the "Funds Transfer" Section of your Client Manual.

**Fees.** For all account packages, there is no transfer fee for using Citibank® Global Transfer Service to make Account to Account fund transfers to any country.

**Citibank® Global Transfer Service Limits for Account to Account Transfers (transfer limits are stated in U.S. dollars):**

Account Package*	Citibank® Online	Citi Mobile®	Citibank branch or Proprietary Citibank ATM	Weekly Limit
Citigold	\$2,000	\$10,000	\$5,000	\$50,000
Citi Priority	\$2,000	\$10,000	\$5,000	\$50,000
Citi Private Bank	\$2,000	\$10,000	\$5,000	\$25,000
All Other Account Packages	\$1,000	\$5,000	\$3,000	\$10,000

\* For Citibank Global Transfer service fees and limits related to account packages available through International Personal Banking, Citigold® International, Citigold® Private Client or Global Executive Banking, please refer to your respective Marketplace Addendum.

**PLEASE NOTE:** The transfer limits described in this section may vary at our discretion and without prior notice based on risk factors relevant to this service and your personal transaction activity.

**Destinations.** We may change the permitted destinations for Citibank Global Transfers from time to time based on security issues and other factors. Approved destination countries may change. Information on available countries can be obtained through CitiPhone Banking®, Citibank® Online or at Proprietary Citibank ATMs.

## Inter-Institution Transfer (IIT) Service

You can request a transfer of funds through Citibank® Online: (1) from your eligible Citibank account\* to a verified account you hold at another financial institution in the United States; or (2) from a verified account you hold at another financial institution in the United States to your eligible Citibank account in the United States. Citibank generally uses the ACH Network to execute the Inter-Institution Transfer requests, but other methods of transfer may also be used. All requests must be made through Citibank® Online and are subject to the terms of this Manual, your Inter-Institution Transfer Service agreement, and other agreements and applicable laws and regulations, in each case as in effect from time to time. Currently, there are no fees to send or receive funds using the Inter-Institution Transfer Service. We reserve the right to change the fees charged for the use of the Inter-Institution Transfer Service. A copy of the Fee Schedule for the Inter-Institution Transfer Service is provided with your Inter-Institution



Transfer user agreement. Please note that per-transfer and aggregate limits apply to both incoming and outgoing transfers. In addition, minimum available balance requirements apply to both incoming and outgoing transfers. Please refer to your Inter-Institution Transfer user agreement for specific information regarding these restrictions.

*\* Eligible accounts are Citibank accounts (i.e. deposit accounts) owned by the Citibank® Online user (initiator of the transaction) that accepts ACH transactions. You must own both the Citibank account and the external account in order to make a transfer using Inter Institution Transfer (IIT) Service. Transfers to third parties are not permitted.*

### **Mastercard® MoneySend**

You can use your Debit Card to send funds person-to-person, or receive funds from a person, business or governmental agency through participating merchants and merchant web sites using Mastercard MoneySend. You can send up to \$1,000 per calendar day and \$10,000 per month when making a person to person transfer and up to \$2,500 per calendar day and \$10,000 per month when receiving person to person transfers. You can receive up to \$50,000 per calendar month from a business or governmental agency. Payments you receive will appear on your statement as "MoneySend Credit" and funds you transfer to another person will appear on your statement as "MoneySend Debit."

### **Stop Payment Orders (Automatic Transfers)**

You may stop an automatic withdrawal or payment, or recurring withdrawals or payments from your account, by visiting a Citibank branch, through Citibank® Online or by calling CitiPhone Banking® (see the back cover of this Manual and your periodic statement for telephone numbers and address). If you request a stop payment by phone, we may ask you to confirm your instructions in writing within two (2) weeks. In order to place a stop payment on an automatic transaction, we must receive your instruction at least three (3) Business Days before the transaction is scheduled to be made. Payment cannot be stopped on an ACH transaction that has already been paid or that is in the process of being paid. If you order us to stop payment on a scheduled transaction in a timely manner and we do not do so, we may be liable for your losses or damages.

A stop payment fee may apply. Please refer to "Other Fees and Charges for All Accounts" in the Marketplace Addendum for schedule of applicable fees.

You may not be able to stop payment of a check that is converted to an electronic transaction (ACH). If you believe your check has been converted to an electronic transaction, you should also place a second stop payment on that electronic transaction. Please contact the CitiPhone Banking® number on the back of this Manual if you wish to stop such a payment.

If you request a stop payment on all recurring transactions from the same originator (payee), we may require that you confirm, in writing or orally, that you have previously revoked your authorization with the originator (payee). If you fail to provide us with such confirmation, the bank is not obligated to honor your request and may debit your account for subsequent transactions initiated by that originator (payee). Please remember that in order to revoke your authority with that originator (payee) you must notify them at least thirty (30) days prior to the next scheduled transaction.

**Contents of Stop Payment Order.** You will need to accurately provide:

- Your account number;
- The date of the scheduled deduction or, for recurring transactions, the next scheduled deduction date;
- The exact amount (dollars and cents); and
- The payee's name.

We may use some or all of the information, in our sole discretion, to identify a transaction. If the information is not exactly correct, a stop payment may not be effective.

**Effective Period of Stop Payment Order.** A stop payment order on an ACH transaction is permanent. For recurring transactions, this means that your stop payment order will stop all subsequent withdrawals/payments initiated by that originator (payee) unless you contact the bank and request that the stop payment order be removed.

**Payment over Valid Stop Payment Order.** If you believe that we have debited a transaction from your account over a valid stop payment order, we may require you to provide us with evidence of our acceptance of a valid stop payment order and an affidavit describing in detail your loss resulting from the payment of the transaction and, if applicable, further describing in detail your dispute with the payee. If we subsequently determine that you were indebted to the payee for the exact amount of the transaction or less, you agree that we will have the right to debit your account for the amount of the indebtedness. If your account has sufficient funds to cover the indebtedness, we may also exercise our right of setoff.

### **Point-of-Sale (POS) Transactions**

**"PIN Based" Transactions.** You can use your Citibank® ATM Card to purchase goods or services from merchant locations in the United States accepting the Interlink®, Maestro® or Cirrus® network brands by authorizing these transactions using your PIN.

You can use your Citibank® Debit Card to purchase goods or services from merchant locations in the United States accepting the Interlink® network brand by authorizing these transactions using your PIN. When making purchases, select "debit" to ensure these transactions are processed as PIN purchases.

Please note, "Direct Bill Payment" transactions set up with merchants may be processed as "PIN-Based" transactions, even though they may not require a PIN.

**"Signature-Based" Transactions.** If you have a Citibank® Debit Card, you can also use your card to perform an EFT to purchase goods or services and/or receive cash from locations that accept MasterCard®. These transactions are those for which you do not use your PIN and either you or a merchant designates as a "credit" transaction (including purchases you sign for, small dollar purchases that do not require a signature), Internet, phone and mail-order transactions.

All POS transactions made with your Citibank® Banking Card are deducted from your linked Citibank primary checking account. You agree to only use your Citibank® Banking Card for lawful transactions. We reserve the right to block or deny certain merchant categories when you attempt to make purchases with

your Citibank® Banking Card. These merchants include, but are not limited to, internet gambling sites.

When you use your Citibank® Banking Card for a POS transaction, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account for the amount indicated by the merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

Your maximum purchase limits on your Citibank® Banking Card per Business Day, per account, are shown below limited by the amount available in your account, whichever is lower:

Transaction Type	Package	
	Citigold®/ Citi Priority	All other packages
PIN Based Purchase	\$10,000 \$25,000*	\$5,000
Signature Purchase	\$10,000 \$25,000*	\$5,000

\* This higher limit applies to Citigold® Accounts with a combined average balance of \$500,000 or more for the month which is two calendar months prior to the date of the transaction.

For Citi Private Bank customers, the following limits apply regardless of balance: PIN Based Purchase \$25,000 and Signature Purchase \$25,000.

In addition to our right to change withdrawal limits or to suspend or discontinue operation of certain electronic banking services at any time based on security or other factors, we also reserve the right to set a lower dollar limit for POS transactions occurring during a disruption of the electronic connection between a merchant and Citibank.

For Citibank® Banking Card purchase limits on International Personal Banking, Citigold® International, Citigold® Private Client or Global Executive Banking account packages, please refer to your respective Marketplace Addendum.

### Security Tips

We want you to be safe when you use any ATM or Debit card. You can help prevent unauthorized access to your accounts by following these simple steps:

- Treat your Citibank® Banking Card and other types of devices used to access your accounts like cash. Do not leave them where others can find them. Do not give them to anyone to hold as “security” for any reason and do not use them to show another customer how an ATM works.
- Keep your Personal Identification Number (PIN), Telephone Access Code (TAC) and other codes used to access your accounts secret. Do not tell them to anyone. Do not write them on your Citibank® Banking Card or keep them in your wallet or purse.

- Change your PIN periodically.
- Review your account statements regularly and let us know right away of any discrepancies.
- Always be alert and aware of your surroundings when using ATMs, particularly later than a half hour after sunset.
- Consider having someone accompany you when using an ATM later than a half hour after sunset.
- Immediately report crimes and suspicious activity at ATM locations to local law enforcement officials as well as to the owners/operators of the ATMs.
- Be sure to completely close the door behind you when you enter or leave an ATM lobby.
- Be careful about giving information about your Access Device over the telephone.
- Never begin an ATM transaction if there is not enough light or you notice anything suspicious – go to a different location or come back at another time.
- Do not permit any unknown person to enter after regular banking hours.
- If you notice anything suspicious: Always cancel a transaction-in-progress, end your session, place your Citibank® Banking Card in your pocket and leave the ATM location.
- Never display cash at ATM locations. Place cash and your Citibank® Banking Card in your pocket as soon as you complete your transaction. Count cash in a safe location, such as a locked car, home or office.
- Always take your ATM receipt with you when you leave – do not leave it near the ATM.
- Be aware that many ATM machines record activity by a surveillance camera or cameras.

Please address any questions or complaints concerning security at Proprietary Citibank ATMs to CitiPhone Banking® at the number on the back of your Citibank® Banking Card or on the back cover of this Client Manual.

For emergency assistance at any U.S. Citibank or U.S. Network ATM, please call 911.

**Transactions Made Outside the U.S. and Puerto Rico ATM Cash and POS Transactions Outside the U.S: Transaction Charge.** Whenever you use your Citibank® Banking Card outside of the U.S. and Puerto Rico to get cash at an ATM or to purchase goods or services, we will apply a foreign exchange fee equal to 3% of the transaction amount (including credits and reversals). This fee is waived for Citigold, Citi Priority, Citi Private Bank, International Personal Banking, Citigold® International, Citigold® Private Client and Global Executive Banking customers. Please refer to “Other Fees and Charges for All Accounts” in the Marketplace Addendum.

**Currency Conversion Methods.** Transactions made in foreign currency will be converted into U.S. dollars according to the current policies of the merchant, network or card association that processes the transaction:

- Transactions processed by Citibank are converted into a U.S. dollar amount using Citibank's procedures in effect at the time the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is based on either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Transaction types currently processed by Citibank include ATM withdrawals made at many Proprietary Citibank ATMs outside the United States or Puerto Rico.
- Transactions processed by MasterCard® currently use a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on the processing date (Note: this rate may be different from the rate that MasterCard® receives), or (b) the government-mandated rate. Transaction types currently processed by MasterCard® include Signature-based POS transactions and ATM withdrawals (including those at certain Proprietary Citibank ATMs). Please note that PIN-based POS transactions cannot be made at international locations. Citibank® Debit Cards can still be used to make Signature-based POS purchases.

The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

#### **Lost or Stolen Citibank® Banking Cards or Other Access Devices and Unauthorized Electronic Transactions**

##### **Consumer Liability for transactions covered by Regulation E.**

If any of your Access Devices are lost or stolen, it is your responsibility to notify us immediately. Please call CitiPhone Banking® at the number on the back cover of this Manual.

Please remember that your Citibank® Banking Card and all of your Access Devices are valuable, and it is important for you to exercise care with them. To protect your personal and account information, be sure to keep your PIN and other Access Devices secure. As a general practice, we recommend that you periodically change your PIN.

Tell us at once if you believe any of your Access Devices, including but not limited to your Citibank® Banking Card, has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). Call CitiPhone Banking® at 1-888-CITIBANK or use the number located on the back cover of this Agreement. Customer service representatives are available to assist you 24 hours a day, 7 days a week. If you tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone uses your Access Device without your permission, subject to zero liability protection.

If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Access Device, and we can prove we could have stopped someone from using your Access Device without your permission if you had told us, you could lose as much as \$500, subject to zero liability protection.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, notify us at once. If you do not notify us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had informed us in time. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we will extend the time periods.

The following additional terms are applicable if the governing state law of your account is that of one of the states listed below:

**California.** Within this section, the paragraph above describing liability up to \$500 shall not apply.

**New York.** Within this section, your liability for the unauthorized use of your Citibank® Banking Card shall not exceed \$50.

**Citibank® Banking Card Zero Liability Protection.** If your Citibank® Banking Card is used in conjunction with an unauthorized transaction your liability for unauthorized use as described above, will not exceed:

(i) \$0 if

- you report the loss or theft of your card promptly upon discovery of such loss or theft; and
- you exercised reasonable care in safeguarding your card from the risk of loss or theft; and
- the account to which transactions initiated with your card were posted is in good condition; or

(ii) The lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized user before notification to the bank if all conditions listed in section (i) above have not been met.

**Contact in Event of Unauthorized Transfer.** If you believe your Access Device has been lost or stolen call: CitiPhone Banking® at 1-888-CITIBANK or write: Citibank Client Services, P.O. Box 769004, San Antonio, Texas 78245-9989. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## **> Error Resolution and Notice Procedures for Claims or Questions concerning Consumer International Global Transfers and International Wire Transfers**

If you think there has been an error or you need more information about your transfer, you must contact Citibank (International Global Transfer: 1-866-515-1725 (TTY 1-800-788-6775); International Wire Transfer: 1-888-606-9716 (TTY 1-800-788-6775) or write to Client Research, Citibank Client Services, P.O. Box 769014, San Antonio, TX 78245-9014) within one hundred and eighty (180) days of the date indicated by Citibank that the funds would be available to the beneficiary of that transfer. At that time, you may be asked to provide the following information: 1) your name, address, and account number; 2)

the name of the person receiving the funds, and if you know it, his or her telephone number or address; 3) the dollar amount of the transfer; 4) the reference code for the transfer; and 5) a description of the error or why you need additional information. We may also ask you to select a choice of remedy (credit to your account in an amount necessary to resolve the error or alternatively, a resend of the transfer for those cases where bank error is found). Citibank will determine whether an error has occurred within ninety (90) days after you contact the bank. If Citibank determines that an error has occurred, we will promptly correct that error in accordance with the remedy option(s) available to you. In all cases, we will provide you with a written explanation of the results of our investigation. You may also ask for copies of the documents we used in our investigation.

**Cancellation Inquiries:** You have the right to cancel your international funds transfer request for a full refund within thirty (30) minutes of your authorizing payment for the transfer, unless the funds have been picked up or deposited.

To cancel a Consumer Citibank Global Transfer, please call 1-866-515-1725 (TTY 1-800-788-6775), sign into citibankonline.com, or visit a full-service proprietary Citibank ATM. When cancelling by phone, you will need to provide us with information to help identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund will be made no later than three business days of your request to cancel.

To cancel a Consumer International Wire Transfer, please call 1-888-606-9716 (TTY: 1-800-788-6775) and for Citibank Online initiated wire transfers, you can cancel online. When cancelling by phone, you will need to provide us with information to help identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund will be made no later than three business days of your request to cancel.

## > Error Resolution and Notice Procedures for all other Electronic Fund Transfers

If your statement or transaction record is wrong or if you need more information about a transfer listed on your statement or record, contact us as soon as possible by calling us at 1-888-Citibank or by writing to us at Client Research, Citibank Client Services, P.O. Box 769014, San Antonio, Texas 78245-9014.

**NOTE:** If the error concerns an ATM network transaction, be sure to contact Citibank or Citigroup Global Markets Inc. – depending on the institution holding the account from which you were attempting to withdraw funds – not the financial institution that operates the machine. We need to hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Notify us of your name and account number (if any)
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
- (3) Notify us of the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. For new accounts (where the notice of error involves an electronic funds transfer to or from your account, that occurred within thirty (30) days after the first deposit to the account was made), we can take up to twenty (20) Business Days to determine whether an error occurred and up to twenty (20) days to provisionally credit your account for the amount you think is in error. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. For errors involving point-of-sale or foreign-initiated transactions, we may also take up to ninety (90) days to investigate your complaint or question.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

In any case, we will tell you the results of our investigation within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Our Responsibility to You.** If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer;
- (2) If the transfer would go over the credit limit on your overdraft line;
- (3) If the automated teller machine where you are making the transfer does not have enough cash and you continue to request the transfer when you know the ATM does not have sufficient cash;
- (4) If the automated teller machine or POS terminal was not working properly and you knew about the breakdown when you started the transfer;
- (5) If circumstances beyond our control (such as fire or flood or other conditions listed under "Limitation of Liability") prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our Agreement with you.

## > Confidentiality at Citibank

We will disclose information to third parties about your account or the transfers you make:

- (i) When it is necessary for completing transfers;
- (ii) In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant;
- (iii) In order to comply with government agency or court orders; or
- (iv) If you give us your permission.

Because our statements may include information about linked accounts belonging to more than one individual and your accounts with other Citibank affiliates, statements released under a subpoena or as otherwise required or permitted by law may contain information regarding those other persons and accounts.

For additional information about our privacy practices, see our "Consumer Privacy Notice."

## Limitation of Liability

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Except as otherwise required by law, we are not liable to you for any claim, cost, loss or damage caused by an event that is beyond our reasonable control. In particular, we are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing our obligations for a service, including acting on a payment order, crediting a funds transfer to your account, processing a transaction or crediting your account. Circumstances beyond our reasonable control include, but are not limited to, natural disasters such as a tornado, hurricane, earthquake or flood, emergency conditions, such as a war, terrorist attack, riot, fire, theft or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment for any reason, including a loss of electric power, the breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier or any mail or courier service; the potential violation of any guideline, rule or regulation of any government authority; suspension of payments by another bank; or your act, omission, negligence or fault. We will never be liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind resulting from the conditions stated in this "Limitation of Liability" section.

In connection with any transaction or service provided under this Manual, IN NO EVENT WILL EITHER YOU OR THE BANK, OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER ANY CLAIM IS BASED ON CONTRACT, STATUTE, OR TORT, OR WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO ANY PARTY. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your account.

# Arbitration

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## 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(s), 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 such account, including without limitation, safe deposit box services, wire transfer services, and use of a Citibank® Banking Card or Citibank® Banking Card displaying the MasterCard® Brand Mark. 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 owner, 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 owners, 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.

Administration 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.

### > **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.

62 **Signature Card (reference copy)**

**DATE:**

Account Title:

Address:

Account Number(s):

**CITIBANK, N.A. ACCOUNT**

NAME/SIGNER

CARD


By signing below, I: (1) confirm I have received and agree to be bound by all Citibank, N.A., terms and conditions applicable to my account(s), including the Client Manual Consumer Accounts, its Marketplace Addendum and/or any applicable loan note(s) or agreement(s), and (2) understand and acknowledge that, if applicable, such note(s)/agreement(s) provide that any dispute between us will be resolved by binding arbitration.

Signer 1 Signature	Signer 2 Signature
Signer 3 Signature	Signer 4 Signature

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You can use your Citibank® Banking Card wherever you see these symbols.



Citibank® Banking Card with the MasterCard® Brand Mark will be accepted at participating merchants.



To find the most convenient location, you can call: 1-800-CITI-ATM, 24 hours a day, 7 days a week. Also visit us at [citibank.com/locations](http://citibank.com/locations).

**Note:** Not all accounts are accessible at every ATM network machine. Assistance is also available 24 hours a day, 7 days a week, at phones located in Citibank branches.

## > CitiPhone Banking®

Toll-Free (within the U.S.) 1-888-CITIBANK

To call collect from outside the U.S. 1-210-677-0065

For the speech and hearing impaired  
call our Text Telephone (TTY) 1-800-945-0258

- To report errors or to ask questions about electronic transfers;
- To obtain current interest rates and Annual Percentage Yields;
- For balance inquiries or other kinds of account information;
- To transfer funds between your accounts;
- To report a stolen, missing or damaged Citibank® Banking Card;
- To order checks;
- To request a stop payment on a check

## > Other Customer Service Telephone Numbers\*

Citibank® Online 1-800-374-9700  
[citibankonline.com](http://citibankonline.com)

Contact your Financial Advisor or  
Citi Personal Wealth Management 1-800-846-5200  
Text Telephone (TTY) 1-800-568-3405

Retirement Plan Services 1-800-695-5911  
Text Telephone (TTY) 1-800-788-6775

Citigold® Customer Service for Accounts with linked 1-888-CITIGOLD  
Citi Personal Wealth Management Investment Accounts (1-888-248-4465)  
or for relationships which do not contain a linked  
Citi Personal Wealth Management Investment account

Citi Priority Main Customer Service 1-888-275-2484

Citi Priority Collect Number 1-210-677-3780

Citibank® MasterCard® or Visa® 1-800-950-5114

\* To ensure quality service, calls are randomly monitored and may be recorded.

## Terms, conditions and fees for accounts, products, programs and services are subject to change.

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Cirrus is a registered trademark of Cirrus System, LLC, formerly known as Cirrus System, Inc.

MoneyPass® is a registered trademark of U.S. Bank National Association.



# Amendments to the Citibank® Client Manual – Consumer Accounts and Marketplace Addendum



Please read and keep this notice with your important account records.

Last Updated 12/11/2018

## Amendments to the Marketplace Addendum November 15, 2018 Edition

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### > EFFECTIVE DATE: DECEMBER 11, 2018

As of December 11, 2018, the Marketplace Addendum, has been updated to include the below terms for the Citi® Accelerate Savings Account.

**Account Features.** The Citi® Accelerate Savings account gives you the ability to earn short-term market rates in an FDIC-insured account. It also provides the convenience of account access through ATMs, Citibank® Online, Citi Mobile® or through CitiPhone Banking®, our automated telephone service. There is no minimum opening deposit required to open a Citi® Accelerate Savings Account. The Citi® Accelerate Savings Account can be opened in or linked to any account package.

The Citi® Accelerate Savings account does not offer check writing. Any check transactions on a Citi® Accelerate Savings Account, that involve a check, including written checks, check by phone or third-party authorizations that come through as a check transaction will not be honored.

The Citi® Accelerate Savings account is available only to customers that apply online through Citibank® Online, CitiMobile, or CitiPhone Banking®.

**Interest Rates.** The interest rates for the Citi® Accelerate Savings Account are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields, please visit [citibank.com](http://citibank.com) or call CitiPhone Banking at 1-800-627-3999.

**When Interest Begins To Accrue.** Non-Cash items, such as checks, deposited to a money market account begin to earn interest on the date Citibank receives credit for the funds. This date will be no later than the second Business Day after the Business Day the check deposit is received. A cash deposit begins to earn interest on the Business Day the cash deposit is received. (Please see the *Client Manual – Consumer Accounts* for definition of “Business Day.”)

**Fees.** There is no separate monthly service fee for the Citi® Accelerate Savings Account. When a Citi® Accelerate Savings Account is opened, it must be in a package and is subject to the applicable monthly service and non-Citibank ATM fees of the applicable account package as disclosed in the *Information About Account Packages* section of this Addendum.

Uniform Transfers to Minors Accounts (UTMA), also known as Custodial accounts, will not be charged a monthly service fee for money market accounts when the beneficiary is younger than 18 years of age and the UTMA is the sole account in a Basic Banking Package or a Citibank® Account Package. An UTMA with a beneficiary 18 years of age or older, or in any other account or package type regardless of age, will be subject to the terms and conditions of their package including fees and minimum balance requirements for fee waivers.

**Interest Calculation Method and Rate Information.** We use the daily balance method to calculate the interest on Citi® Accelerate Savings Accounts. This method uses the daily balance of all deposited funds in your account on which we have received credit to determine the applicable interest rate tier for each day of the statement period. This method may cause a change in the amount of interest you earn depending on the daily balance changes in your account. The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

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### Account Balance Ranges for Interest Rate Calculations

\$0 - \$9,999.99  
\$10,000 - \$24,999.99  
\$25,000 - \$49,999.99  
\$50,000 - \$99,999.99  
\$100,000 - \$499,999.99  
\$500,000 - \$999,999.99  
\$1,000,000+

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The same rate may be assigned to more than one balance range. We may offer different rates for the Citi® Accelerate Savings Account depending on your account package and if that account package contains a linked checking account. Please refer to the rate sheet for additional rate information.

**Interest Compounding and Crediting.** Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

**Interest Adjustments.** An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

**Linking.** The balances in other Citibank accounts that are linked to the Citi® Accelerate Savings Account will not be included in the average balance calculation for the Citi® Accelerate Savings Account. The balance in the Citi® Accelerate Savings Account may be linked to contribute to the minimum balance requirements of eligible Citibank account packages.

**Interest on Closed Accounts.** If the account is closed before the end of the monthly statement period, interest will be paid for the number of days the account was open during the period in accordance with the daily balance method.

**Transfer Limitations.** The *Limits on Transfers* section of the *Client Manual – Consumer Accounts* applies to the Citi® Accelerate Savings Account.

**All other terms and conditions of the Marketplace Addendum remain in full force and effect.**

**Terms, conditions and fees for accounts, products, programs and services are subject to change.**

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