



Citi India consumer banking customers are now served by Axis Bank. Citi India has transferred ownership of its consumer banking business to Axis Bank (registration number L65110GJ1993PLC020769). Consumer banking customers can continue to use all existing Citi products and/or services, branches, ATMs, internet banking and Citi Mobile® App as usual. Axis Bank is the provider of Citi branded consumer banking products in India temporarily and Citi India is providing certain services in respect of those products. The trademarks “Citi”, “Citibank”, “Citigroup”, the Arc design and all similar trademarks and derivations thereof are used temporarily under license by Axis Bank from Citigroup Inc. and related group entities.

CITI THIRD PARTY DIGITAL WALLET TERMS AND CONDITIONS

These terms and conditions (‘Terms and Conditions’) are an agreement between you and Citibank, N.A (‘we’, ‘us’) that governs your access to and use of, through Samsung Pay of your eligible Citibank consumer credit or debit cards linked to accounts/cards issued in India (‘Card’ or ‘Cards’). The term ‘**Samsung Pay**’ shall include the Samsung Pay branded payment functionality, the Card provisioning functionality, and transaction history displayed. We will determine, in our sole discretion, which Cards will be eligible for use through Samsung Pay. Please review these Terms and Conditions before you decide whether to accept them and continue with the addition of your Cards to Samsung Pay. By adding or using a Card in Samsung Pay you agree to use your Card through Samsung Pay in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, then you must not add your Card to, or use your Card in connection with, Samsung Pay. Use of Samsung Pay is at your discretion. You are not obliged to use Samsung Pay in connection with any of your Cards.

Your use of Samsung Pay to purchase goods and services with your Card is governed by the applicable terms and conditions between you and Citibank, N.A. in connection with each account to which the Card is linked (‘Account’) along with the Internet Banking and Mobile Banking Terms and Conditions. The applicable Account terms and conditions are incorporated by reference as part of these Terms and Conditions. You also acknowledge that your use of Samsung Pay is subject to the terms and conditions set forth by Samsung Electronics Co., Ltd. and/or its affiliates (‘Samsung’) with respect to the use of Samsung Pay.

ELIGIBILITY / ENROLLMENT

Samsung Pay is available to Cardmembers for the purposes of purchasing goods and services with a compatible Android mobile device (including phone, tablet or wearable device) that contains a secure element (‘Eligible Device’), at near field communication (NFC) and magnetic secure transmission (MST) enabled merchants that accept Samsung Pay as form of payment. Samsung, at its sole discretion, determines which Samsung devices are eligible to be used with the Samsung Pay service. Samsung Pay allows you to use your Eligible Device to access and use your Cards to make such purchases in place of presenting or using your physical Card. To add your Card to Samsung Pay, you must register your Card through Samsung Pay. You may be required to take additional steps to authenticate yourself before your Card is added to Samsung Pay, including by providing additional identifying information. By adding your Card to Samsung Pay, a unique numerical identifier different from your Card number (‘Device Card Number’) will be allocated for the purpose of making purchases and receiving refunds through Samsung Pay. Due to the manner in which Samsung Pay operates, you may need to present your Eligible Device at a merchant when you return an item purchased using Samsung Pay on such Eligible Device.

YOUR USE OF CITI CARDS THROUGH SAMSUNG PAY

Purchases you make with Samsung Pay using your credit card or debit card are governed by the Account / Cardmember terms and conditions and the Most Important T&Cs (MITC). Please review the Account/ Cardmember terms and conditions and the MITC for important information on your rights and responsibilities when making purchases. You must keep your Eligible Device safe (including ensuring that the device is not modified contrary to the manufacturer’s software or

hardware guidelines) and ensure that your passcode or personal identification number which allows you to use your Eligible Device to access and use your Cards to make purchases for Samsung Pay is not disclosed to any one and you must take all steps and prevent any fraud, loss or theft in respect of the Eligible Device or any Card in connection with the use of Samsung Pay. If your Eligible Device is lost or stolen, your fingerprint identity (Touch ID) or personal identification number or other passcode is compromised or Card has been used through Samsung Pay without your permission, you must notify us immediately and if we so required, furnish to us a statutory declaration in such form as we specify and/or a police report and/or any other information we may reasonably require. You are liable for all unauthorised use of your Card in connection with Samsung Pay. You agree to cooperate with Citibank, N.A. in any investigation and use any fraud prevention or other related measures we suggest. You acknowledge & accept full liability of all unauthorized transactions on your card in connection with Samsung Pay which are effected prior to you notifying us. You acknowledge that your Eligible Device can be used to make purchases using Samsung Pay without unlocking the Eligible Device, however you will still be required to authorise any Samsung Pay transaction with your fingerprint identity (Touch ID) or personal identification number or passcode. If you enroll for fingerprint identity (Touch ID), personal identification number or passcode on Samsung Pay, the collection, storage, enrollment and access to Samsung Pay using your finger print, personal identification number or passcode will be made using the technology on your Eligible Device. Accordingly, when you log into Samsung Pay and choose to be verified using the technology on your Eligible Device, your finger print, personal identification number or passcode will be matched and verified against that technology. Accordingly, you acknowledge that Citibank, N.A. has no control over the technology on the Eligible Device, the availability, capability, verification method, security and integrity of the Eligible Device and cannot be held responsible for transactions effected using Samsung Pay and authorised by your finger print or personal identification number or passcode. You should therefore assess if this manner of authentication is acceptable to you. Use of Samsung Pay is at your discretion. You are not obliged to use Samsung Pay in connection with any of your Cards.

Sharing of your personal or confidential credentials with another person shall create another authorized user who may subsequently be able to use your Eligible Device and get access to your personal and payment information available through Samsung Pay. You are solely responsible for maintaining the security & confidentiality of your Samsung Pay User ID & passwords, Eligible Device passwords, IPIN, APIN and any other credentials that you may use to securely access Samsung Pay on your Eligible Device. If you share these credentials with any third party, you agree that by doing so you accept the risk associated with the same and Citibank shall not be liable for any loss or damages suffered by you in this regard. You further acknowledge and accept full responsibility for any loss on account of loss of device, potential client abuse and misuse of Samsung Pay services on account of multiple registered fingerprints on the device.

You agree and acknowledge that the transaction history displayed in Samsung Pay in connection with the use of your Card in Samsung Pay solely represents our authorisation of your Samsung Pay transaction using that particular Eligible Device and does not reflect any post-authorisation activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for your Samsung Pay transaction history in connection with use of your Card in Samsung Pay may not match the transaction amount that is ultimately cleared, settled, and posted to your Account or Card's

statement. The Cardmember is required to pay the complete outstanding as mentioned in the monthly statement.

Citibank, N.A. currently does not impose a fee for using your Card through Samsung Pay but reserves the right to impose a fee in the future, if required. Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of Samsung Pay.

As a condition to using your Card in connection with Samsung Pay, you acknowledge and consent to Citibank, N.A. sending notifications to the Eligible Device which may or may not be the same device as your registered mobile phone number on record with Citibank, N.A. If at any time you revoke this consent, we may suspend or cancel your ability to use your Cards in connection with Samsung Pay.

Devices modified contrary to the manufacturer's software or hardware guidelines, including by disabling hardware or software controls—sometimes referred to as 'jailbreaking'—are not Eligible Devices. You acknowledge that the use of a modified device to use your Card in connection with Samsung Pay is expressly prohibited, constitutes a violation of these Terms and Conditions, and is grounds for Citibank, N.A. to deny your access to your Cards through Samsung Pay.

AUTHORIZATION TO COLLECT AND SHARE DATA

You acknowledge that (i) Samsung, the provider of Samsung Pay technology that supports the Cards in Samsung Pay, as well as Samsung's sub-contractors, agents, and affiliates, and (ii) the applicable payment network branded on your Card (e.g., MasterCard International Incorporated and its affiliate Maestro, or Visa U.S.A. Inc. and its affiliate Interlink) as well as such network's sub-contractors, agents, and affiliates, will have access to certain details of your transactions made with merchants via use of your Cards through Samsung Pay. You acknowledge that the use and disclosure of any personal information provided by you directly to Samsung, the applicable payment network branded on your Card, or other third parties supporting Samsung Pay, will be governed by such party's privacy policy. You also agree that you have already read, understood and accepted Citibank's Privacy and Security Policies available online in <https://www.online.citibank.co.in/privacy/privacy.htm>.

MERCHANT RELATIONSHIPS AND DISCLAIMERS

Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) ('Offers') while using Samsung Pay. Such Offers are subject to certain terms and conditions and may change at any time without notice to you. Citibank, N.A. will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and your Account / Cardmember- terms and conditions, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that Citibank, N.A. does not endorse or warrant the merchants that are accessible through Samsung Pay or the Offers that they provide.

CHANGES TO PARTICIPATION IN THE SAMSUNG PAY AND TERMS AND CONDITIONS

Subject to applicable law, at any time Citibank, N.A. may (i) terminate your use of Cards in connection with Samsung Pay, (ii) modify or suspend the type or rupee amount of transactions

allowed using Cards in connection with Samsung Pay, (iii) change a Card's eligibility for use with Samsung Pay and (iv) change the Card authentication process. We may also block, suspend, or cancel use of your Card any time without any notice, if we suspect fraud with your Credit Card or your Device becomes lost or stolen.

Citibank, N.A. may change or modify these Terms and Conditions, by providing reasonable prior notice to you. Citibank, N.A. may revise these Terms and Conditions at any time by updating this posting. You are bound by such revisions and should therefore visit this link to review the current Terms and Conditions from time to time.

INTELLECTUAL PROPERTY

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights ('Intellectual Property Rights') in Samsung Pay (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by Samsung, us, Citibank, N.A. licensors or third parties. Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by Samsung, Citibank, N.A. and its licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with, Samsung Pay.

DISCLAIMERS OF WARRANTY

Samsung Pay is provided by Samsung and without warranty from Citibank, N.A. You acknowledge and agree that from time to time, your use of your Card in connection with Samsung Pay may be delayed, interrupted or disrupted for an unknown period of time for reasons Citibank, N.A. cannot control. Neither Citibank, N.A. nor its affiliates will be liable for any claim arising from or related to use of your Card through Samsung Pay due to such delay, interruption, disruption or similar failure.

You acknowledge that Citibank, N.A. is not party to the terms and conditions for Samsung Pay between you and Samsung and does not own and are not responsible for Samsung Pay and is not providing any warranty for Samsung Pay. Citibank, N.A. is not responsible for maintenance or other support services for Samsung Pay and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Samsung Pay, including, without limitation, any third party product liability claims, claims that Samsung Pay fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of Samsung Pay, including those pertaining to Intellectual Property Rights, must be directed to Samsung.

Citibank, N.A. does not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are solely responsible for the selection, maintenance, security and operation of your Eligible Device and for all issues relating to the operation, performance and costs or other software, email, telecommunication, mobile, and internet service provider associated with such Eligible Device.

Citibank expressly disclaims any and all liability as relates to the improper use of the Eligible Device and the access and transmission of data except as provided by applicable laws of India. Citibank is not responsible for any errors or failures due to any malfunction of your hardware or software, the

unsuitability of the Eligible Device, or any virus, or technical problem that may be associated with the use of the Eligible Device or its software.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, Citibank, N.A. AND ITS PROCESSORS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF SAMSUNG PAY, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH SAMSUNG PAY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Citibank, N.A., ITS PROCESSORS, SUPPLIERS, AND LICENSORS (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF SAMSUNG PAY, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH SAMSUNG PAY; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM SAMSUNG PAY; (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH SAMSUNG PAY BY ANY THIRD PARTY; (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH SAMSUNG PAY; AND/OR (VI) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

INDEMNITY

You will indemnify, defend, and hold Citibank, N.A. harmless (and its employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in this Terms and Conditions, including any violation of our policies; (b) your wrongful or improper use of Samsung Pay, including wilful misconduct or fraud; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of India ; (e) any other party's access or use of Samsung Pay with your Touch ID or personal identification number or passcode or other appropriate security code, and (f) any change in law, regulation or official directive which has an effect on the Card or Samsung Pay, and the same may be debited to your Card and/or shall be paid by you on demand.

REPRESENTATION AND WARRANTY

You represent and warrant to Citibank, N.A. that: (i) the Card you added to Samsung Pay is your credit Card or debit Card; (ii) you and all transactions initiated by you will comply with all federal and state, rules, and regulations applicable to you, including any applicable tax laws and regulations; (iii)

you will not use your Card through Samsung Pay for any fraudulent undertaking or in any manner so as to interfere with the operation of Samsung Pay; and (iv) your continued use of the Card in connection with Samsung Pay will constitute your acceptance, agreement and compliance with these Terms and Conditions or any change in the Terms and Conditions.

GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of India. You expressly agree that exclusive jurisdiction for any claim or dispute relating in any way to these Terms and Conditions resides in the courts of Mumbai, Maharashtra.

OTHER TERMS

Citibank, N.A. shall not also be liable for any loss or damage whatsoever that may be suffered, or for any personal injury that may be suffered, to a customer, directly or indirectly, by use or non-use of Samsung Pay

Any person using Samsung Pay shall be deemed to have accepted these Terms and Conditions

Citibank, N.A. reserves the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change/cancel or vary all of these terms and conditions or to replace, wholly or in part, at its sole discretion and the same shall be binding on the Cardmember at all times

A Cardmember without being required to do any further act, shall be deemed to have read, understood and unconditionally accepted the terms and conditions herein. The above terms and conditions need to be read in conjunction with the Citibank, N.A.'s Cardmember T&C.

Account Ownership/Accurate Information - You represent that you are the legal owner of the account(s) and other financial information which may be accessed via the Samsung Pay. You represent and agree that all information you provide to us in connection with the Samsung Pay Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Samsung Pay. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up to date and accurate. You represent that you are an authorized user of the Device and you will use the Eligible Device to access the Samsung Pay.

If the facility and/or anything to be done by Citibank or any other entity in respect of the facility is prevented or delayed by causes, circumstances or events beyond the control of Citibank or any other entity, including but not limited to computer viruses, tampering, unauthorized intervention, interception, fraud, technical failures, floods, fires, accidents, earthquakes, riots, explosions, wars, hostilities, acts of government or other causes of like or similar or other character beyond the control of Citibank or the other entity/ies, then Citibank and/or the other entity/ies shall not be liable for the same to the extent so prevented or delayed and will not be liable for any consequences.