

Please read these Terms and Conditions.

Please note that the Terms and Conditions for the AT&T Universal Rewards Card account will be provided to you electronically.

AT&T UNIVERSAL CARD DISCLOSURES	
Annual percentage rate (APR) for purchases	13.81% variable.
Other APRs	Balance transfer APR: As long as first balance transfer is completed within 12 months from date of account opening, 0.00% for 12 months from date of first balance transfer. After that, 13.81% variable. Cash advance APR: 23.31% variable. Default APR: 32.31% variable. See explanation below.*
Variable rate information	Your APRs may vary each billing period. The AT&T Universal Rewards Card purchases and balance transfer rate equals the LIBOR Rate** plus 8.49%. The cash advance rate equals the LIBOR Rate plus 17.99% with a minimum cash advance rate of 19.99%. The default rate equals the LIBOR Rate plus up to 26.99%, or up to 28.99%, whichever is greater.***
Grace period for repayment of balances for purchases	Not less than 20 days if you pay your total new balance in full each billing period by the due date.
Method of computing the balance for purchases	Average daily balance (including new purchases).
Annual fees	None.
Minimum finance charge	\$0.50
Transaction Fee for purchases made in a Foreign Currency	3% of the amount of each foreign currency purchase after its conversion into U.S. dollars.
Transaction fee for cash advances:	3% of the amount of each cash advance, \$5 minimum.
Transaction fee for balance transfers:	3 % of the amount of each balance transfer, \$5 minimum, \$75 maximum. However, there is no fee with the 0.00% APR balance transfer offer described above.
Late fee:	\$15 on balances up to \$100; \$29 on balances of \$100 up to \$250; and \$39 on balances of \$250 and over.
Over the credit-line fee:	\$39.

* All your APRs may automatically increase up to the Default APR if you default under any cardmember agreement that you have with us because you fail to make a payment to us when due, you exceed your credit line, or you make a payment to us that is not honored.

** Each month we review the one-month LIBOR Rate published in *The Wall Street Journal* on the first business day that falls on or after the 17th day of the month. We use this LIBOR Rate to calculate your variable APRs for billing period with a Statement/Closing Date two or more business days after our most recent LIBOR Rate review.

*** Factors considered in determining your default rate may include how long your account has been open, the timing or seriousness of a default, or other indications of account performance.

We apply your payments to low APR balances before higher APR balances. That means your savings will be reduced if you make transactions that are subject to higher APRs.

Rates, fees, and terms may change: We have the right to change the rates, fees, and terms at any time, for any reason, in accordance with the cardmember agreement and applicable law. These reasons may be based on information in your credit report, such as your failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include competitive or market-related factors. If we make a change for any of these reasons, you will receive advance notice and a right to opt out in accordance with applicable law.

TERMS AND CONDITIONS OF OFFER

- This offer is only valid for new accounts. You must be at least 18 years of age. If you are married, you may apply for a separate account. Citibank (South Dakota), N.A. ("we" or "us") is the issuer of your account.
- Federal law requires us to obtain, verify, and record information that identifies each person who opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process the application, we must have your name, street address, date of birth, and other identifying information, and we may ask for identifying documents from you as well.
- Please allow four weeks from date of submission to process a completed application.

- We may gather information about you, including from your employer, your bank, credit bureaus, and others, to verify your identity and determine your eligibility for credit, renewal of credit, and future extensions of credit. If you ask us, we will tell you whether or not we requested a credit bureau report and the names and addresses of any credit bureaus that provided us with such reports.
- To receive a AT&T Universal Rewards Card, you must have an annual income of at least \$12000 and you must meet our credit qualification criteria. Your credit line will be determined by your yearly income and a review of your credit report. You will be informed of the amount of your credit line when you receive your card. Some credit lines may be as low as \$500. Please note that cash advances may be limited to a portion of your credit line.
- You authorize us to share with AT&T experiential and transactional information regarding you and your AT&T Universal Rewards Card account.
- If you are approved for credit, you will receive a cardmember agreement ("Card Agreement") with your card. Read it carefully for important information regarding your account. The Card Agreement will be binding on you unless you cancel your account within 30 days after receiving your card and you have not used or authorized use of your account.

DETAILS AND INSTRUCTIONS FOR BALANCE TRANSFERS

Just follow these simple steps to start saving money on your high-interest cards.

1. After receiving your card, you may call our customer service number to transfer your high rate balances. And, we may send you a balance transfer kit with everything you need to pay off your high rate cards.
2. You may transfer any amount as long as the total amount (including any balance transfer fee) does not exceed your available credit line. Be sure you do not transfer the amount of any disputed purchase or other charge, because you may lose your dispute rights. Also, continue to make payments on your other accounts until your balance transfer is processed.
3. The available credit line for your new card will be reduced by the total amount of the transfers we approve. We may not approve future balance transfers if you default under any Card Agreement.
4. Watch for payments to show up as credits on your other credit card statements. If the credited amount brings the balance down to zero, you may then cancel those accounts.
5. Please note you cannot transfer balances from other accounts issued by Citibank (South Dakota) N.A., or its affiliates.
6. Finance charges will be assessed on balance transfers from the date the transaction is posted to your account. Payments and credits will be allocated to pay off low rate balances before higher rate balances.

Terms and Conditions of the ThankYouSM Network

- ThankYouSM Network is offered to certain cardmembers ("you") at the sole discretion of Citibank (South Dakota), N.A. ("we"), the issuer of your card account ("Card Account"). ThankYou Network or any portion thereof may be revised or terminated with 30 days prior written notice. If ThankYou Network is terminated, you will only have 90 days from the termination date to redeem all your accumulated ThankYou Network points ("ThankYou Points"). However, ThankYou Network rewards may be changed or substituted, as well as ThankYou Point levels required for specific ThankYou Network rewards adjusted, at any time without prior notification.
- Unless you are participating in a limited-time promotional offer, you will earn one ThankYouSM Point for every dollar you spend on purchases (no other transactions qualify to earn ThankYou Points) and five ThankYou Points for every dollar you spend on eligible AT&T Consumer products and/or services. AT&T Consumer products must be purchased by calling 1-800-222-3111 or at www.att.com and AT&T Consumer services must be purchased at an AT&T customer service center or at www.att.com to qualify for the five Thank You Points.
- We do not determine whether merchants appropriately identify all transactions you make on your Card Account, but do reserve the right to determine which purchases qualify for ThankYou Points. You can earn up to 75,000 ThankYouSM Points during any calendar year (eligible purchases appearing on your January-December billing statements). You may only earn ThankYouSM Points on your Card Account as long as it is open and current. ThankYou Points expire five years from the end of the calendar year in which they are earned unless ThankYou Network is terminated.
- If you are approved for a Card Account, a ThankYouSM Network Member Account ("ThankYou Member Account") will be set up for you. ThankYou Points post to your Card Account at the close of each billing cycle, and at that time we will transfer the Thank you Points you earned to your ThankYou Member Account. ThankYou Points are not eligible for redemption until they are transferred to your ThankYou Member Account.

AT&T PREPAID PHONE SERVICE TERMS AND CONDITIONS AGREEMENT

By using the AT&T PrePaid Phone Service ("PrePaid Service") feature of your AT&T Universal Card ("Card") to use or buy phone minutes, you consent to the Terms and Conditions below and to the applicable provisions of the AT&T Consumer Services Agreement, including AT&T Service Guides for prepaid cards, which you may obtain at www.att.com/serviceguide/home or by calling Customer Service at 1-800-303-9189.

1. **A surcharge of at least 8 minutes (subject to increase) applies to pay phone calls.** International flat rates are higher than U.S. domestic flat rates, differ according to destination called and are subject to change without notice. Rates may be higher for calls made to or from mobile phones. Call Customer Service for exact rates, surcharge information, and available countries.
2. The PrePaid Service can be used to place the following types of calls: in-state and state to state consumer calls where AT&T is authorized to carry such calls; outbound international calls from the U.S. to over 200 locations around the world; and inbound international calls to the U.S. and from country to country outside the U.S. from select countries with the use of the **AT&T Direct®** Service. Call AT&T Customer Service for complete rates and available countries before you leave the U.S. The PrePaid Service cannot be used to place 500, 700, 800, 888, 877, 866, 855, 900 or 976 number service calls, or to place certain operator-assisted calls such as third-party-billed and collect calls. Except for the 2 directory assistance inquiries per month provided with your Card, directory assistance rates are higher to 555 numbers than other domestic calls.
3. Safeguard your Card and PrePaid Service feature. You are responsible for any loss, theft or unauthorized use of the PrePaid Service.
4. AT&T makes no warranty, express or implied, regarding the condition(s) or fitness of the services offered for any particular use or purpose. As permitted by law, the liability of AT&T shall be limited to direct damages for any personal or property injury, and for all other claims to an amount equal to the charge for the affected service(s). **IN NO EVENT WILL AT&T, ITS EMPLOYEES, AGENTS OR ANY COOPERATING SERVICE PROVIDER(S) BE LIABLE FOR ANY PUNITIVE, SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
5. **You and AT&T agree that the exclusive remedy for all disputes arising out of purchase or use of phone minutes through the PrePaid Service feature of your Card, except for matters you take to small claims court, is arbitration by an independent arbitrator pursuant to the terms of the AT&T Consumer Services Agreement referenced above. YOUR DISPUTE WILL NOT BE HEARD BY A JURY OR IN COURT AND MAY NOT BE MADE PART OF A CLASS ACTION. This Section does not apply to California residents for disputes arising in California.**
6. Your PrePaid Service access may be suspended or terminated without notice if AT&T has reason to suspect fraudulent use. Promotional phone minutes provided with your Card are limited to 30 minutes per month, are non-refundable and expire if not used during that month. Purchased phone minutes are non-refundable, and do not expire. Call times are billed in one-minute increments; partial minutes used are charged as full minutes. If your Card account is closed by you or the Card issuer, for any reason, the PrePaid Service feature will no longer be available to you except for any phone minutes purchased by you until such minutes are depleted.
7. Recharge minutes may have different rates, surcharges, and terms and conditions, which may change from time to time without notice and are available by calling Customer Service. Maximum equivalent of 2000 U.S. minutes can reside on the PrePaid Service feature of your Card at any given time. Recharge minute restrictions may change from time to time without notice. Recharge minutes are not refundable.
8. Complaints not resolved to your satisfaction may be directed to the appropriate state regulatory agency in the state where the promotional phone minutes were received or the prepaid phone minutes were purchased.
9. **Service provided by AT&T; by AT&T Alascom in Alaska.**

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