

Terms and Conditions

- **Most Important Terms and Conditions**
- **Loan Terms and Conditions**
- **Loan Service Terms and Conditions**

PERSONAL LOAN - MOST IMPORTANT TERMS & CONDITIONS

1. Payment

- 1.1. Citibank Personal Loan comes with a fixed rate of interest which means your EMIs will remain the same through the entire tenure of your loan. The loan shall carry interest at the rate specified in the Welcome letter.
- 1.2. The Borrower shall repay the Loan, and the interest payable thereon, in monthly installments as per the repayment schedule referred to as "The Equated Monthly Installments" or "EMI".
- 1.3. The EMI includes interest payable for the outstanding loan amount for the month in addition to the principal repayment. After every EMI payment, the outstanding loan amount gets reduced. Therefore, the interest for the next month is calculated only on the outstanding loan amount.
- 1.4. The due date for the repayment of EMI shall be 1st of every month, following the second succeeding month from month of Loan disbursement. The bank will retain the right to represent in case of a bounce.
- 1.5. The interest for the number of days from the date of loan booking, till the end of the month of booking will be deducted, from the loan amount credited to your account.

2. Fees and Charges

- 2.1. The Borrower is obliged to pay a one-time up-front processing fee specified in the welcome letter and be informed that this will be deducted by the Bank at the time of disbursal of the Loan.
- 2.2. The Borrower is obliged to pay stamp duty as may be applicable by state laws. This also will be deducted by the Bank at the time of disbursal of the loan.

3. Mode of Payment

- 3.1. The Borrower will be issuing NACH Debit Instructions/SIs (referred to as 'Repayment Instructions' in the agreement) for the repayment of the Loan. Additionally, the Bank will also accept payment through NEFT and the Borrower can choose to avail such options when required to make payment towards the loan account.
- 3.2. In the event that Borrower wishes to change the repayment instruction on the said loan to another account via NACH Debit Instructions or Standing Instruction on a Bank account, he/she will provide Bank with an updated instruction in the prescribed format.

4. Full and Part-Prepayment

- 4.1. The Borrower may prepay the entire outstanding balance of the Loan after the expiry of the first twelve (12) months of the Loan tenure. In such an event, the Bank shall be entitled to charge pre-payment charges as specified in the welcome letter on the outstanding dues. Pre-Payment amount will get adjusted towards interest, other charges and principal amount outstanding.
- 4.2. The Borrower may prepay a part of the outstanding balance of the loan subject to the following conditions and other credit parameters:
 - The Borrower should have been a Citibank Personal Loan customer for a period of at least 1 year from the date of loan booking, prior to availing the partial prepayment facility.
 - The amount pre-paid partially by the Borrower should be equivalent to a minimum of 2 EMIs up to a maximum of 5 EMIs. The amount that the Borrower is eligible to pre-pay, would be confirmed by the Bank and the customer would have to prepay that amount only.
 - The Borrower will be allowed to make a partial pre-payment only once in a year (last 12 months) irrespective of whether or not he has exercised the option to prepay the maximum number of EMIs that he is allowed to prepay.
 - The partial prepayments will reduce the loan tenor equivalent to number of EMIs prepaid (loan end/closure date) and the Borrower would need to continue to repay the subsequent EMIs as per the repayment schedule shared by the bank.

5. End Use

- 5.1. The Borrower agrees and undertakes not to, and warrants and represents to Citibank that the Borrower shall not utilize the Loan for any investments into Citi wealth management and insurance products, small saving certificates, antisocial, unlawful, money laundering, capital market use or speculative purposes and/or purchase of gold/gold bullions/gold coins/gold jewelry/gold exchange traded funds/gold mutual funds. In the event that the loan has been used for purposes as prohibited above, the Bank shall be entitled to do all acts and things that the Bank deem necessary to comply with its policies, including but not limited to liquidating my/our holdings of Investments at that time. The Borrower agrees to bear all costs and expenses the Bank incurs as a result thereof

6. Default

- 6.1. The Borrower shall be deemed to have committed an act of default if the Borrower fails to pay the Loan or any fee, charges or costs in the manner herein contained, or any EMI or any other amount due hereunder remains unpaid for a period of 15 (fifteen) days from the date on which becomes due; or the Borrower commits breach of any of the terms and conditions and/or covenants herein or any misrepresentation to the Bank; or
- 6.2. In the event of the Borrower committing any act of default, the Bank shall be entitled at its absolute discretion to inter alia
 - Call upon the Borrower to pay forthwith the outstanding balance of the Loan together with interest and all sums payable by the Borrower to the Bank under this Agreement and/or any other agreements, documents or instruments between the Borrower and the Bank.
 - Exercise the Bank's right of lien and set-off all monies and accounts standing in the Borrower's name in the Bank.

- Without prejudice to the above, the Bank shall have the right to proceed against the Borrower independent of any right of lien/set-off to recover the outstanding dues from the Borrower.
 - Call upon the Borrower to pay all claims, costs, losses and expenses that may be incurred by the Bank because of any act or default on the part of the Borrower with respect to the Loan and/or for the recovery of the outstanding dues (including legal/attorney fee) and/or on account of failure of the Borrower of any of the terms and conditions herein.
- 6.3. Please note that it is in the best interest of customers to maintain a good credit history by paying the necessary dues in a timely manner. With a fair credit history, responsible customers can expect faster and more competitive financial services at better terms from the Credit Grantors. Default in turn could impact the credit worthiness of the customer for future credit requirements.

7. Assignment and Transfer

- a) The Borrower expressly recognizes and accepts that the Bank shall without prejudice to its rights to perform such activities itself or through its officials or employees, be absolutely entitled and have full powers and authority to appoint one or more third parties of the Bank's choice and to transfer and delegate to such third parties the right and authority (i) to collect on behalf of the Bank installments, charges, unpaid amount(s) and other sums due to the Bank towards the Loan; (ii) to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto, including sending notices, attending the residence or office of the Borrower or otherwise contacting the Borrower (including the authorized signatory(ies)/representative(s), Guarantor(s) of the Borrower), (iii) receiving cash/cheques/drafts/mandates from the Borrower (including the authorized signatory(ies)/representative(s), Guarantor(s) of the Borrower) and giving valid and effectual receipts and discharge to the Borrower. For the purpose aforesaid, the Bank shall be entitled to disclose to any such third parties (including the authorized signatory(ies)/representative(s), Guarantor(s) of the Borrower) all necessary or relevant information pertaining to the Borrower and the Loan and the Borrower hereby consents to such disclosure by the Bank.
- b) The Bank shall be entitled to transfer or assign any of its rights, benefits or obligations herein, in any manner, in whole or in part and on such terms as the Bank may decide, to any party without the consent of the Borrower. Any such sale or assignment shall bind the Borrower, and the Borrower shall accept the third party as its sole creditor or creditor jointly with the Bank, as the case may be, and in such event the Borrower shall pay to the Bank or such creditor or as the Bank may direct, the outstanding amounts due from the Borrower towards the Loan.

8. Borrower's Representations, Warranties, Covenants and Undertakings

- (a) The Borrower agrees that the Bank shall send any notice/letter/other document meant for the Borrower at the address last intimated by the Borrower and shall be deemed to have been delivered within 48 hours after it has been sent by registered post, under certificate of posting, ordinary post or courier at the discretion of the Bank. All writings from the Borrower to the Bank must be received from the Borrower at the address specified in the Schedule.
- (b) The Borrower declares that all information given in the application for the Loan and the supporting documents is absolutely correct and no misrepresentation, either directly or otherwise, has been made. The Bank shall be entitled to take such action as it deems fit in the event the Borrower provides any inaccurate, false information to the Bank and/or misrepresents in any manner whatsoever any inaccuracy or falsehood or misrepresentation on the part of the Borrower.
- (c) A resident customer going abroad for employment or emigration should necessarily inform the bank of the change in his residential status. If any payment towards the loan is required to be remitted by the customer after the residential status change, that would need to be done from Non-Resident Bank a/c (NRE/NRO/FCNR a/c). It is the customer's responsibility to inform the Bank about the change in his/her residential status. He/she also has the option of pre-closing the loan, once lock-in period is over.
- (d) The Borrower understands Bank's 'Privacy Policy' as available on www.citibank.com/india. Such Privacy Policy may be amended by Bank from time to time at its sole discretion, and shall be made available on the abovementioned website for my view.
- (e) In the event that the Borrower elects to use the facility of Internet Banking, E-Commerce, Mobile/Phone Banking and CitiPhone Banking, the application for and use of the said facilities will be subject to the terms and conditions therefore as prevailing from time to time and the additional terms and conditions given in the personal loan service terms and conditions as available on www.citibank.com/india. The Borrower agrees to ensure that the Borrower obtains, reads, understands, accepts, complies with and acts in accordance with the terms and conditions and the specified guidelines.
- (f) The Borrower agrees that this Application form shall be governed by the laws of India and in all matters arising out of this form the Borrower hereto will submit to the exclusive jurisdiction of the Courts at the respective place of the Bank's branch office location.

Please refer to Standard Terms and Conditions uploaded on www.citibank.com/india for detailed terms and conditions. Citibank is a member of the Banking Codes & Standards Board of India (BCSBI). Please visit the homepage of our website www.citibank.com/india to view the BCSBI code.

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PERSONAL LOAN - STANDARD TERMS & CONDITIONS

1. DEFINITIONS AND CONSTRUCTION

- 1.1 In these terms and conditions (the “**Standard Terms and Conditions**”, as referred to in the Application Form), unless there is anything repugnant to the subject or context thereof, the expressions listed below, if applicable, shall have the following meanings:
- 1.1.1 **‘Application Form’** means, as the context may permit or require, the Credit Facility Application Form submitted by the Borrower to Citibank N.A. (“**Citibank**”) for applying for and availing of the Facility, together with the preliminary credit appraisal and all other information, particulars, clarifications and declarations, if any, furnished by the Borrower or any other persons from time to time in connection with the Facility.
- 1.1.2 **‘Borrower’** means and refers to the applicant who has been sanctioned/granted the Facility by Citibank based on the Application Form submitted by such applicant to Citibank for availing of the Facility and includes his / her heirs, legal representatives, executors, administrators and permitted assigns.
- 1.1.3 **‘Borrower Dues’** means and includes the outstanding principal amount of the Facility, interest on the Facility, all other interest, all fees, costs, charges, expenses, stamp duty and all other sums whatsoever payable by the Borrower to Citibank in accordance with the Transaction Documents, as well as all other monies whatsoever stipulated in or payable by the Borrower.
- 1.1.4 **‘Designated Account’** shall mean the account, details of which have been provided by the Borrower in the Application Form, in which the Facility shall be credited.
- 1.1.5 **‘Due Date’** means the date(s) on which any amounts in respect of the Borrower Dues including the principal amounts of the Facility, interest, and/or any other monies, fall due as specified in the Welcome Letter or any other Transaction Documents.
- 1.1.6 **‘National Automated Clearing House/ NACH’**, means debit clearing service notified by the Reserve Bank of India, which has been consented to in writing by the Borrower for facilitating payment of Equated Monthly Installments to Citibank.
- 1.1.7 **‘Equated Monthly Installments/ EMI’** means and includes the amount of monthly payment required to repay the principal amount of the Facility, interest and any other monies due and payable by the Borrower.
- 1.1.8 **‘Events of Default’** means and includes the happening of any one or more of the events of default as stipulated in clause 5 of this document.
- 1.1.9 **‘Facility/Loan’** means such amount of the loan/financial assistance which is applied for / availed of by the Borrower as sanctioned / disbursed by Citibank at its sole discretion including any top-up availed by the Borrower in future and includes all interests, costs, charges, or any other expense related to the Facility/Loan.
- 1.1.10 **‘Indebtedness’** means any indebtedness whatsoever of the Borrower at any time for or in respect of monies borrowed, contracted or raised (whether or not for cash consideration) or liabilities contracted by whatever means (including but not limited to liabilities such as any other loans, guarantees, indemnities, acceptance, credits, deposits, hire-purchase and leasing etc).
- 1.1.11 **‘Material Adverse Effect’** means the effect or consequence of any event or circumstance which is or is likely to be: (a) adverse to the ability of the Borrower or any person to perform or comply with any of their respective obligations under the Facility in accordance with their respective terms; or (b) prejudicial to any of the businesses, operations or financial condition of the Borrower or of any person who is party to any Transaction Document.
- 1.1.12 **‘Most Important Terms and Conditions’** shall mean the most important terms and conditions of the Facility, the copy/link of which is provided to the Borrower by Citibank along with the Welcome Letter.
- 1.1.13 **‘Repayment Schedule’** means the repayment schedule provided to the Borrower in the Welcome Letter or in any other Transaction Document.
- 1.1.14 **‘Standing Instruction (SI)’**, means written instructions issued by the Borrower to its bank to debit the account of the Borrower maintained with the bank for an amount equal to the EMIs for payment to Citibank for repayment of the Facility/Loan.
- 1.1.15 **‘Telephonic Confirmation’** means the confirmation provided by the Borrower on a secured telephonic line, whereby Citibank agrees to sanction the Facility/Loan to the Borrower and the Borrower agrees to avail the same on the terms and conditions stated therein.
- 1.1.16 **‘Transaction Documents’** shall include, the Application Form, the Standard Terms and Conditions, the Welcome Letter and all writings/notices/written communications and other documents executed or entered into, or to be executed or entered into, by the Borrower or, as the case may be, any other person, in relation, or pertaining, to the Facility/Loan and each such

Transaction Document as amended from time to time.

1.1.17 **'Welcome Letter'** shall mean the communication provided to the Borrower from Citibank containing the loan details (including but not limited to the Repayment Schedule).

1.1.18 In these Standard Terms and Conditions, unless the contrary intention appears.

(i) A reference to:

(a) An **"amendment"** includes a supplement, modification, novation, replacement or re-enactment and "amended" is to be construed accordingly;

(b) An **"authorization"** includes an authorization, consent clearance, approval, permission, resolution, license, exemption, filing and registration;

(c) **"law"** includes any constitution, statute, law, rule, regulation, ordinance, judgment, order, decree, authorization, or any published directive, guideline, requirement or governmental restriction having the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, whether in effect as of the date of signing /submission of the Application Form or thereafter and each as amended from time to time.

(ii) The singular includes the plural (and vice versa).

(iii) The headings in these Standard Terms and Conditions are inserted for convenience of reference only and are to be ignored in construing and interpreting the Facility.

(iv) Reference to the words "include" or "including" shall be construed without limitations.

(v) Reference to a gender shall include references to the female, male and neutral genders.

(vi) All approvals, permissions, consents or acceptance required from Citibank for any matter shall require the "prior", "written" approval, permission, consent or acceptance of Citibank.

(vii) In the event of any disagreement or dispute between Citibank and the Borrower regarding the materiality of any matter including of any event, occurrence, circumstance, change, fact, information, document, authorization, proceeding, act, omission, claims, breach, default or otherwise, the decision/opinion of Citibank as to the materiality of any of the foregoing shall be final and binding on the Borrower.

1.1.19 All capitalized terms used but not specifically defined herein shall have the respective meanings ascribed to them under the Application Form.

2. FACILITY AND DISBURSEMENT

2.1 The principal amount of the Facility/Loan applied for/availed of by the Borrower shall be the amount as provided in the Welcome Letter.

2.2 Once the Borrower has provided the Telephonic Confirmation, the Borrower shall not be entitled to cancel the Facility/Loan or refuse to accept disbursement of the Facility, except with written approval of Citibank and payment to Citibank of such cancellation or foreclosure charges as may be stipulated by Citibank.

2.3 The Borrower shall be liable to pay interest on the Facility/Loan at the rate and on the date(s) as confirmed by the Borrower and given in the Repayment Schedule. Disbursements under the Facility/Loan shall be deemed to be made on the date when any credit is made by Citibank to the Designated Account.

2.4 The Borrower hereby agrees that upon Citibank sanctioning the Facility/Loan based upon the information provided by the Borrower in the Application Form and further confirming the terms in the Telephonic Confirmation, it shall be deemed as an absolute consent of/by the Borrower to accept all the terms of the Facility including but not limited to acceptance of these Standard Terms and Conditions and agrees to be bound by it at all times. The Borrower hereby agrees that upon the amounts being credited to the Designated Account, he/she shall be required to repay the Facility/Loan as per the Transaction Documents.

3. PAYMENT, PREPAYMENT AND OTHER CHARGES

3.1 The Borrower shall pay a one-time up-front processing fee as specified in the Application Form hereto, which fee shall be deducted by the Bank at the time of disbursal of the Loan.

3.2 The Borrower shall repay the Facility/Loan to Citibank through EMI(s) and on the Due Date(s) as is given in the Repayment Schedule.

3.3 The due date for the repayment of EMI shall be 1st of every month, following the second succeeding month from month of Loan disbursement. The bank will retain the right to represent in case of a bounce. The Bank, however, does not levy any late payment charges in case the payment is delayed.

3.4 The interest for the number of days from the date of loan booking till the end of the month of booking will be deducted from

the loan amount credited to your account.

- 3.5 The Borrower may repay / pay the monies in respect of the Facility/Loan through NACH/ SI (collectively referred as "payment instructions"), and as has been selected by the Borrower in the Application Form. Citibank may, in its sole discretion, require the Borrower to adopt or switch to any alternate mode of payment and the Borrower in the Application Form or the mandates given by the Borrower under any payment mode cannot cancel or revoke such mandates without the prior written consent of Citibank, failing which, such acts of the Borrower shall be deemed to have been committed with a criminal intent and Citibank shall be entitled to initiate appropriate criminal and or any other proceedings against the Borrower. Additionally, the Bank will also accept payment through NEFT and the Borrower can choose to avail such options when required to make payment towards the loan account.
- 3.6 Notwithstanding anything contained in the Transaction Documents or the Application Form and irrespective of the payment instructions selected by the Borrower in the Application Form, upon any default by the Borrower in payment of one or more installments for a period of 15 days from the Due Date pertaining to the Facility/Loan or any non-realization of the installments for a period of 15 days from the Due Date by Citibank, shall be treated as an Event of Default and Citibank shall be entitled, without prejudice to its other rights under the Application Form, the Welcome Letter and any other Transaction Documents, to present and/or re-present the payment instructions, if any, issued by the Borrower in favour of Citibank in connection with the Facility/Loan.
- 3.7 Irrespective of the payment instruction selected by the Borrower in the Application Form, Citibank shall as it may deem appropriate and necessary be entitled to require the payment and/or collection of the installments and all other amounts comprising the Borrower Dues as expressed along with the Application Form, submitted by the Borrower, by means of NACH, by itself or through such other person permitted for the same, or utilizing any other mode or manner of payment or repayment of the installments and all other amounts comprising the Borrower Dues, provided that such right of Citibank shall be without prejudice to its other rights under the Transaction Documents (including the right to represent the payment instructions), in case of any failure to receive the installments or any other amounts due, through the NACH for any reason whatsoever.
- 3.8 The Borrower shall at all times maintain sufficient funds in his/her bank account to ensure that the EMIs are received/realized by Citibank.
- 3.9 Notwithstanding the mode of repayment/payment selected by the Borrower in the Application Form, the Borrower shall continue to remain at all times liable and responsible for ensuring the payment/repayment of all installments and all other monies in respect of the Facility/Loan to Citibank on or before the relevant Due Date(s) without any further notice/intimation being given by Citibank and all such amounts payable by the Borrower to Citibank shall be paid, at such place as Citibank may specify, without any deductions whatsoever so as to enable Citibank to fully realize the amounts due on or before the respective Due Date(s).
- 3.10 Credit for EMI payments by any method will be given only on realization or on the Due Date(s) whichever is later. The acceptance by Citibank of any payment which is less than the full installment or other amounts due and owing at such time shall not constitute a waiver of Citibank's right to receive payment in full at such time or at any subsequent time or a waiver of any other rights whatsoever of Citibank under the Facility.
- 3.11 The Borrower shall not be entitled to cancel the payment instructions for so long as the Facility/Loan (or any part of the Borrower Dues) is outstanding and any such acts of the Borrower shall be deemed to have been committed with an intention to cheat Citibank and would attract prosecution under the Negotiable Instruments Act, 1881 and/or Payment and Settlement Systems Act, 2007 and Citibank shall be entitled to initiate appropriate criminal proceedings against the Borrower.
- 3.12 The Borrower shall promptly replace the payment instructions and/or the mandates, agreements and/or other documents executed for payment of the installments and issue fresh payment instructions, mandates, agreements and/or other documents in lieu thereof to the satisfaction of Citibank, if Citibank is facing any difficulty/ inconvenience/ impediment for any reason whatsoever in presenting/realizing such payment instructions/issuing debit instructions or if required at any time by Citibank at its sole discretion. Any failure or delay on part of the Borrower to replace such payment instructions/issuing debit instructions shall constitute an Event of Default.
- 3.13 The payment of the installments shall commence and continue as per the Repayment Schedule shared with the Borrower.
- 3.14 The Borrower may prepay the entire outstanding balance of the Loan after the expiry of the first twelve (12) months of the Loan tenure. This is applicable for all loans booked on or after October 1, 2015. For cases booked prior to this period, the borrower may prepay the entire outstanding balance of the loan after the expiry of the first six months of the loan tenure. In such an event, Citibank shall be entitled to charge pre-payment charges as specified in the Schedule of charges on the outstanding dues. Pre-Payment amount will get adjusted towards interest, other charges and principal amount outstanding.
- 3.15 The Borrower may prepay a part of the outstanding balance of the loan subject to the following conditions and other internal credit parameters:
 - (i) The Borrower should have been a Citibank personal loan customer for a period of at least one (1) year from the date of loan booking, prior to availing the partial prepayment facility.
 - (ii) The amount pre-paid partially by the Borrower should be equivalent to a minimum of 2 EMIs up to a maximum of 5 EMIs.

The amount that the borrower is eligible to prepay, would be confirmed by Citibank and the customer would have to prepay that amount only.

- (iii) The Borrower will be allowed to make a partial pre-payment only once in 12 months irrespective of whether or not he has exercised the option to prepay the maximum number of EMIs that he is allowed to prepay.
- (iv) The partial prepayments will reduce the loan tenor equivalent to number of EMIs prepaid (loan end/closure date) and the Borrower would need to continue to repay the subsequent EMIs as per the Repayment Schedule.

3.16 If the Borrower defaults in making payment of any installment or any other amounts comprising the Borrower' Dues to Citibank for a period of 15 days from the respective Due Date(s), the Bank may levy an additional interest at the rate confirmed with the Borrower specified in the loan schedule (plus other statutory levy) on all such outstanding/unpaid amounts from 15 days of the respective Due Date(s) till the date of payment of such entire amount. Such further interest shall be in addition to any other charges, which the Borrower is liable to pay to Citibank in terms of the Facility.

- (a) The installment/EMI amount shall always be rounded off to the next higher Rupee.
- (b) If the Due Date in respect of any amounts payable in respect of the Facility/Loan falls on a day which is not a Business Day at the place where the payment is to be made, the immediately preceding Business Day shall be the Due Date for such payment.
- (c) The Borrower shall bear all goods and services tax, all other imposts, duties (including stamp duty and relevant registration and filing charges and taxes (of any description whatsoever) as may be levied from time to time by the Government or other authority
- (d) The Borrower shall also pay/reimburse Citibank for all losses, damages, costs, charges, claims, expenses and liability of any kind or nature whatsoever (including but not limited to any stamp duty, other duties, taxes, charges and penalties and/or any increases in costs to Citibank by reason of any change in law or in its interpretation or administration, under/in relation to the Application Form, the Standard Terms and Conditions and the security, if any, to be created by the Borrower) suffered, sustained or incurred by Citibank for its representatives and consultants in connection with any of the above matters if and when the same is required to be paid according to the laws for the time being in force.
- (e) Notwithstanding any of the provisions of the Indian Contract Act, 1872 or any other application law, or any terms and conditions to the contrary contained in the Transaction Documents, Citibank may, at its absolute discretion, appropriate any payments made by the Borrower in accordance with the Facility and or the Transaction Documents. Notwithstanding any such appropriation by Citibank towards settlement of any dues payable by the Borrowers to Citibank under any other agreements between the Borrower and Citibank, the Borrower shall continue to remain liable to Citibank for all Borrower Dues.

4. ADDITIONAL COVENANTS

4.1 The Borrower shall:-

- (i) Promptly notify Citibank of the occurrence of any events, of the existence of any circumstance, which constitutes or results in any declarations, representation, warranty, covenant or condition under the Facility and/or the other Transaction Documents being or becoming, untrue or incorrect in any respect.
- (ii) Promptly deliver to Citibank such statements / intention / accounts / records / reports / documents, financial or otherwise, as may be required by Citibank from time to time in relation to the Facility/Loan, the Borrower/ business or operations, assets etc. within the period specified by Citibank.
- (iii) Promptly notify Citibank of any action or steps taken or legal proceedings started by or against him/her/them in any court of law for his/her insolvency, bankruptcy or for the appointment of a receiver, administrator, trustee or similar office of/over any of the Borrower's assets.
- (iv) Promptly notify Citibank of any litigation, arbitration, administration or other proceeding initiated or threatened against the Borrower or his/her assets.
- (v) Promptly notify Citibank of any circumstance and conditions which have/may have a Material Adverse Effect.
- (vi) Promptly, and not later than seven (7) days from the occurrence of any of the following event, notify Citibank in writing with full details of the same, (a) all changes in the local address of any of the Borrower office or residence or place of business.
- (vii) If required by Citibank the Borrower agrees and undertakes to provide and furnish to Citibank, to their satisfaction, such security as required to secure the Facility/Loan. Failure of the Borrower to do so shall be termed as an Event of Default.

5. EVENTS OF DEFAULTS

5.1 The Borrower shall be deemed to have committed an act of default if the Borrower fails to pay the Loan or any fee, charges or costs in the manner herein contained, or any EMI or any other amount due hereunder remains unpaid for a period of 15 (fifteen) days from the date on which becomes due; or the Borrower commits breach of any of the terms and conditions and/or covenants herein or any misrepresentation to the Bank

5.2 The following acts as set out below, shall each constitute as "Event of Default" by the Borrower for the purpose of the Facility:

- (i) Default (including but not limited to, any payment default) has occurred in the performance of any covenant, condition

or agreement on the part of the Borrower under the Facility or on the part of any other person.

- (ii) If the standard NACH/SI for the month or alternate payment made through NEFT is not paid on the due date thereof
 - (iii) Breach of any representation, warranty, declaration or confirmation under the Facility or any other Transaction Document has occurred / been committed and / or the Borrower has committed any fraud/failed to submit any information as required under the Application Form.
 - (iv) The Borrower has, or there is a reasonable apprehension that the Borrower has or would, voluntarily or involuntarily become the subject of proceedings under any bankruptcy or insolvency law, or become bankrupt or insolvent or if the Borrower has taken or suffered to be taken any action for insolvency or bankrupt or if a receiver has been appointed or allowed to be appointed of/overall or any part of properties of the Borrower or if an attachment or distraint has been levied on the assets or any part thereof or certificate proceeding have been taken or commenced for recovery of any dues from the Borrower or if one or more judgments or decrees have been rendered or entered against the Borrower.
 - (v) Death of the Borrower.
 - (vi) It is or become unlawful for the Borrower or any person (including Citibank) to perform any of their respective obligations under the Facility and /or any other Transaction Document.
 - (vii) The Borrower is unable or has admitted in writing its inability to pay any of the Borrower' Dues.
 - (viii) If the Borrower ceases to carry on the declared profession and/or becomes disqualified/ disentitled to (temporarily or permanently) from carrying on the declared profession and/or ceases to be a member of the association or professionals of which the Borrower is a member and/or if any disciplinary proceeding or action is instituted or taken against the Borrower.
 - (ix) An event of default howsoever described (of any event which with the giving of notice, lapse of time or fulfillment of any other applicable condition or any combination of the foregoing would constitute an event of default) occurs under any agreement or document relating to any Indebtedness of the Borrower or if any other lenders of the Borrower including financial institutes or banks with whom the Borrower has entered into agreements for financial assistance have recalled its/their assistance or any part thereof.
 - (x) One or more events, conditions of circumstance (including any changes in law) occur or exist, which in the sole opinion of Citibank, could have a Material Adverse Effect.
- 5.3 The Borrower shall promptly notify Citibank in writing upon becoming aware of any default and any event which constitutes (or, with the giving of Notice, lapse of time, determination of materiality or satisfaction of other condition, would be likely to constitute) an Events of Default and the steps, if any, being taken to remedy it.
- 5.4 The decision of Citibank as to whether or not an Event of Default has occurred shall be final and binding upon the Borrower.

6. RIGHT AND REMEDIES OF CITIBANK

- 6.1 On the happening of any of the Events of Default, Citibank may, by issuing a notice in writing to the Borrower and without prejudice to the rights and remedies available to Citibank under the Transaction Document or otherwise, call upon the Borrower to pay all the Borrower Dues in respect of the Facility/Loan within seven (7) days of receiving such notice.
- 6.2 The Borrower expressly recognize(s) and accept(s) that Citibank shall, without prejudice to its right to perform such activities itself or through its officers or employees, be entitled, and has full power and authority so to do, to appoint one or more third parties as Citibank may select and to delegate to such third party all or any of its functions, rights and powers under the Facility of the Facility/Loan availed relating to the administration of the Facility/Loan including the right and authority to collect and receive on behalf of Citibank from the Borrower all Borrower Dues and other amounts due and unpaid by the Borrower under the Transaction Documents and to perform and execute all lawful acts, deeds, matters and things connected therewith and incidental thereto including sending notices, contacting the Borrower, receiving cash/cheques/drafts/Mandates from the Borrower and giving valid and effectual receipts and discharge to the Borrower. Citibank may (for such purpose) furnish to such person(s) such information, facts and figures pertaining to the Borrowers as Citibank deems fit. Citibank may also delegate to such person(s) the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto, as Citibank deems fit.
- 6.3 Citibank shall not in any way be liable /responsible, by reason of exercise or non-exercise of any rights and remedies available to Citibank as aforesaid.
- 6.4 Notwithstanding any suspension or termination of the Facility/Loan, all rights and remedies of Citibank as per the Transaction Documents shall continue to survive until the receipt by Citibank of the Borrower Dues in full.
- 6.5 Notwithstanding anything stated anywhere in this Facility, the continuation of the Facility/Loan shall be at the sole and absolute discretion of Citibank and the Borrower Dues shall be payable by the Borrower to Citibank on demand. Citibank may at any time at its sole discretion and without assigning any reason call upon the Borrower to pay the Borrower Dues and thereupon the Borrower shall, within seven (7) days of so being called upon, pay the whole Borrower dues to Citibank without any delay or demur.

6.6 Bank may collect, store, use, transfer or disclose any information provided by the Borrower, including sensitive personal data, for purposes, including but not limited to data processing, statistical or risk analysis, conducting credit or anti-money laundering checks, designing financial services or related products marketing financial services or related products, customer recognition on bank's website, offering relevant product and service offers to customers, etc. Bank may share your information with all the companies/entities/subsidiaries/affiliates thereof under Citigroup and/or any other bank/financial institution/society etc. as necessary, for the aforementioned purposes

7. SET-OFF

7.1 The Borrower expressly recognizes and accepts that the Bank shall, without reference to or intimation to the Borrower, be absolutely entitled and have full power and authority, to sell and /or assign to any third party or person as the Bank may decide, the Loan and all outstanding dues under this Standard Terms and Conditions, in any manner, in whole or in part and on such terms as the Bank may decide. This may include reservation of right of the Bank to proceed against the Borrower, on behalf of the assignee or transferee, in the event of default in payment of any amounts due by the Borrower under this Standard Terms and conditions. Any such sale or assignment shall bind the Borrower, and the Borrower shall accept the third party as its sole creditor or creditor jointly with the Bank, as the case may be, and in such event the Borrower shall pay to the Bank or such creditor or as the Bank may direct, the outstanding amounts due from the Borrower under this Standard Terms and Conditions.

7.2 In addition to the above mentioned right or any other right which Citibank, the Borrower authorizes the Citibank, its affiliates and subsidiaries, which may at any time be entitled whether by operation of law, contract or otherwise,

- (i) combine or consolidate at any time all or any of the accounts and liabilities of the Borrower with or to any branch of Citibank, its affiliates and subsidiaries;
- (ii) to sell any of the Borrower's securities or properties held by the Bank by way of public or private sale without having to institute any judicial proceeding whatsoever and retain/appropriate from the proceeds derived there from the total amounts outstanding to Citibank, its affiliates and subsidiaries from the Borrower, including costs and expenses in connection with such sale; and
- (iii) in case of cross currency set-off, to convert an obligation in one currency to another currency at a rate determined at the sole discretion of Citibank, its affiliates and subsidiaries.

8. REPRESENTATIONS AND UNDERTAKINGS

8.1 In addition to the representations, declarations, warranties and confirmations given by the Borrower in the Application Form, the Borrower hereby represents, warrants, makes and confirms to Citibank that each of the representations, declarations, warranties and confirmations set out in this Standard Terms and Conditions are, true, correct, valid and subsisting in every respect as of the date of the Application Form and each day after that and all such representations, declarations, warranties and agreements shall survive the execution and delivery of the Application Form, the provision of the Facility pursuant to the Application Form and the repayment/payment in full of the Facility and all monies in respect thereof.

8.2 The Borrower confirms that no insolvency proceeding or suits for recovery of outstanding dues or monies whatsoever or properties and/or any criminal proceedings have been initiated and/or are impending against itself and that the Borrower has never been adjudicated insolvent by any court or other authority. The Borrower has not taken any action and no other steps have been taken or legal proceedings started by or against the Borrower in any court of law /other authorities for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer or for Borrower's assets.

8.3 The Borrower agrees and undertakes not to, and warrants and represents to Citibank that the Borrower shall not utilize the Loan for any investments into Citi wealth management and insurance products, small saving certificates, antisocial, unlawful, money laundering, capital market use or speculative purposes and/ or purchase of gold/ gold bullions/ gold coins/gold jewelry/ gold exchange traded funds/ gold mutual funds. In the event that the Facility/Loan have been used for purposes as prohibited above, the Bank shall be entitled to do all acts and things that the Bank deem necessary to comply with its policies, including but not limited to liquidating the Borrower's holdings of Investments at that time. The Borrower agrees to bear all costs and expenses the Bank incur as a result thereof.

8.4 The Borrower undertakes to inform Citibank regarding any changes whatsoever in the Borrower's addresses as specified hereinabove or his/her employment/profession and to promptly provide such further information that Citibank, its affiliates and subsidiaries or agents or representative) may require.

8.5 The Borrower authorizes Citibank, its affiliates and subsidiaries and their agents to exchange, share or part with all the information relating to his/her loan details and repayment history to other Citibank, its affiliates and subsidiaries, banks, financial institutions, credit bureaus, agencies, statutory bodies etc. as may be required or as they may deem fit and shall not hold Citibank for any of its affiliates and subsidiaries or its/their agents) liable for use/sharing of this information.

8.6 The Borrower acknowledges and agrees that the grant of the Facility by Citibank to the Borrower shall be subject to compliance by the Borrower of the Standard Terms and Conditions and the terms and conditions set out under the

Application Form as well as the other Transaction Documents; (ii) All the terms and conditions set out in the Transaction Documents shall govern and apply to the Facility and all the Borrower's obligations (as well as Citibank's rights and remedies) in relation thereto, if the Facility applied for by the Borrower herein is sanctioned and granted by Citibank. The Borrower hereby confirms that he/she has fully understood and acknowledges the consequences of an Event of Default, as well as Citibank's rights and remedies thereupon, as set out under the Transaction Documents.

- 8.7 The Borrower agrees and acknowledges that Citibank may, at its sole discretion, change any terms of the Facility (including but not limited to Standard Terms and Conditions, the rate of interest, EMI)
- 8.8 The Borrower understands and acknowledges that the Facility if provided by Citibank, based on the Application Form submitted by the Borrower, is a commercial transaction and the Borrower waives any defence under usury or other law relating to the charging of the interest.
- 8.9 The Borrower understands and acknowledges that Citibank shall have the absolute discretion, to reject the Borrower's application and not sanction/disburse the Facility and that Citibank shall not be responsible/liable in any manner whatsoever for such rejection or any delay in notifying me of such rejection and any costs, losses, damages or expenses, or other consequences, caused by reason of such rejection/non-disbursement or any delay in notifying of such rejection/non-disbursement.
- 8.10 The Borrower declares that he/she is competent and fully authorized to issue such declaration, confirmations, agreements and undertakings and submit this application Form for the purposes of borrowing/availing of the requested Facility, and to execute all other documents required by Citibank for such purpose.
- 8.11 The Borrower acknowledges and confirms that all the terms and conditions provided in the Application Form, these Standard Terms and Conditions and any other Transaction Document shall be fully and completely binding on (and strictly complied with) by the Borrower in the event of this Application Form being accepted by Citibank and/or the Facility (or any part thereof) applied for by the Borrower being sanctioned/granted/disbursed by Citibank without any requirement of any further/specific confirmation from Citibank to the Borrower of such sanction/disbursement and that, in such event, all the terms and conditions applicable to the Loan shall take effect and be binding with effect from the date of the Application Form.
- 8.12 The Borrower acknowledges and confirms that the Borrower Dues, shall not be revoked or cancelled or affected by the death or insolvency of the Borrower or any third party, and Citibank shall, so long as the whole (or any part) of the Borrower Dues remains payable to Citibank, be entitled to act upon and enforce all of its rights pursuant to, and in accordance with, the Facility and the Transaction Documents executed by the Borrower and/or any other persons to/in favour of Citibank.
- 8.13 The Borrower unconditionally agrees, undertakes and acknowledges that Citibank has an unconditional right to cancel the outstanding un-drawn commitments under the Transaction Documents at any time during the currency of the Facility/Loan and that Citibank shall endeavor to provide prior intimation of the same to the Borrower.
- 8.14 The Borrower unconditionally agrees, undertakes and acknowledges that Borrower is a major and is competent in law to execute the Application Form, Facility, Transaction Documents and the Most Important Terms and Conditions provided in the Welcome Letter.
- 8.15 The Borrower acknowledges and confirms that any statement of account furnished by Citibank shall be accepted by and be binding upon the Borrower and shall be conclusive proof of the correctness of the amounts mentioned therein. If the Borrower desires to question any part thereof, the Borrower shall inform Citibank with full details of the same within fifteen (15) days of receipt of such statement of account. The Borrower shall not be entitled to do so thereafter on any ground whatsoever and the statement of account shall be deemed to have been accepted by the Borrower, if there are no queries within fifteen (15) days of such receipt of the statement of account.
- 8.16 The Borrower acknowledges and confirms that Borrower has taken all necessary actions for availing the Facility/Loan and the execution hereof constitutes legal, valid and binding obligations of the Borrower.

9. MISCELLANEOUS

- 9.1 The entries made in the accounts / account books / records of Citibank maintained in accordance with its usual practice and in compliance with the statutory requirements and/or any statement signed by a designated officer of Citibank with respect to the Borrower' Dues, shall be final and binding on the Borrower. Such entries and/or statements shall be conclusive evidence of the existence and amount of outstanding obligations of the Borrower as therein recorded in respect of the Facility/Loan and the Borrower Dues
- 9.2 In case Citibank recalls the Facility/Loan upon/after the occurrence of an Event of Default, and if the Borrower requests Citibank to accept part payment of the Borrower Dues and to permit the Borrower to continue repaying the installments in future, Citibank may entertain/accept such requests upon such further terms and conditions as Citibank may think fit and

proper in its sole discretion. Any decision taken by Citibank not to allow such request/s of the Borrower shall be final and binding on the Borrower.

- 9.3 Any change of these Standard Terms and Conditions shall be notified on Citibank's website www.citibank.com and any other notice, as deemed fit by Citibank, could either be notified on website or through any other alternate mode of communication. Such notice/intimation shall constitute sufficient notice to the Borrower. All notices or other communications under or in connection with the Borrower Dues and/or the Facility shall be given in writing and, unless otherwise stated may be made by letter or E-mail. Any such notice or other communication will be deemed to be effective (i) if sent by letter, when delivered personally or if dispatched by post, when recall of the letter is outside the control of the sender; and (ii) if sent by E-mail, when sent (on receipt of a confirmation to the correct E-mail address. Provided, however, that no notice or communication to Citibank shall be effective unless actually received and acknowledged by Citibank. Notices or communication may be made to: (i) the Borrower's address or E-mail address to which notices are to be sent (as specified in the Application Form), and (ii) Customer Care Unit at PO Box 4830, Anna Salai, Chennai - 600002 or by sending us a query in Citibank Online, or to such other address or E-mail Id as may be designated by the Borrower and Citibank in writing to each other. In the event of any failure by the Borrower to notify Citibank in writing of any changes in his/her/their contact address or details, service of notice/correspondence to the address specified in the Application Form or last given by the Borrower shall be deemed to be proper and sufficient service on the Borrower irrespective of whether or not such notice shall be returned "unserved" to Citibank.
- 9.4 The Borrower hereby undertakes to keep the Bank informed of any change in the Borrower's E-mail ID, Telephone number, Mobile number and Address. The Borrower authorizes the Bank to update the contact information change that the Bank may be informed of and hereby authorizes the Bank to contact the Borrower at the updated contact details, by post, telephone, e-mail, SMS/text messaging.
- 9.5 The Borrower shall not assign, novate or transfer all or any of its rights, benefits or obligations under the Facility without the approval of Citibank. Citibank may, at any time, assign or transfer all or any of its rights, benefits and obligations under the Transaction Documents. Any such sale, securitization, assignment or transfer shall bind the Borrower to accept such third parties as creditor exclusively or as a joint creditor with Citibank or as creditor exclusively with the right to Citibank to continue to exercise all powers hereunder on behalf of such third party. Notwithstanding any such assignment or transfer, the Borrower shall unless otherwise notified by Citibank, continue to make all payments under the Transaction Documents to Citibank.
- 9.6 Without prejudice to any other term provided herein, Citibank may (at its sole discretion, without notice to the Borrower) share the credit risk of the whole or a part of the Facility/Loan with any other person by way of participation. Notwithstanding such participation, all rights, title, interests, special status and other benefits and privileges enjoyed or conferred upon or held by Citibank under the Transaction Documents shall remain valid, effective and enforceable by Citibank on the same terms and conditions and the Borrower's shall continue to discharge in full all its obligations under the Transaction Documents to Citibank. The Borrower shall not have and shall not claim any privity of contract with such person on account of any reason whatsoever.
- 9.7 Any provision of the Transaction Documents, which is prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of the prohibition or unenforceability but that shall not invalidate the remaining provisions of the Transaction Documents or affect such provision in any other jurisdiction.
- 9.8 No delay in exercising or omission to exercise any right, power or remedy accruing to Citibank upon any default or otherwise under the Transaction Documents shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of Citibank in respect of any default or any acquiescence by it in any default, affect or impair any right, power or remedy of Citibank in respect of any other default. The rights of Citibank under the Transaction Documents may be exercised as often as necessary, are cumulative and not exclusive of their rights under the general law and may be waived only in writing and specifically and at Citibank's sole discretion
- 9.9 Any differences or disputes arising out of or touching the terms and conditions of the Principal Agreement(s) and this offer shall be settled amicably in the first instance. Unresolved disputes or differences shall be referred to a sole Arbitrator, who shall be appointed by the Head of Collections of Bank in India and the Borrower shall have no objection to the same. The Arbitration shall be governed by the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force. The award of the Arbitrator shall be final, conclusive and binding on the parties. The venue of such arbitration proceedings shall be in Mumbai and shall be conducted in the English language only.
- 9.10 Notwithstanding anything contained / referred elsewhere in these terms and conditions about governing law and jurisdiction, the Borrower hereby understands, agrees and accepts that the Citibank being a foreign bank having its presence at many countries around the world and due to the said reason, the banking business operations, may/could be subjected to

and shall comply with any process, summons, direction, order, injunction, decree, judgment, execution, distraint, levy, lien, submission of any information to any or notice including but not limited to an attachment order or other legal notice/order, which may be received by Citibank from any Indian or foreign authorities such as, Statutory/Regulatory/Judicial/Quasi-Judicial Authority, Court, Regulator located within or outside the territorial jurisdiction of India (shortly referred as 'direction(s)'). The Borrower hereby acknowledges, expressly consent(s), declare(s) and accept(s) that in the event of receipt of such 'direction(s)' / order/decreed/judgement, Citibank shall be entitled / obliged to comply the same without being necessitated to inform the Borrower . However, Citibank may, without any obligation to do so, endeavor to inform the Borrower about any such direction(s), order(s) or notice(s). Further, the Borrower hereby unconditionally waives all or any of his/her rights, if any, against complying such direction(s)/order(s)/notice(s) and shall not raise any claim against the Citibank for any reason whatsoever on account of non-receipt of such information.

- 9.11 The Facility/Loan, its terms and the other Transaction Documents shall (unless otherwise specified in the Application Form or any such Transaction Document) be governed by and construed in accordance with the laws of India.
- 9.12 Citibank shall, as it may deem appropriate and necessary, be entitled to disclose all or any: (i) information and data relating to the Borrower; (ii) information or data relating to the Facility/Loan, its terms, Transaction Documents; (iii) obligations assumed / to be assumed by the Borrower in relation to the Facility/Loan under the Transaction Documents; (iv) default, if any, committed by the Borrower in discharge of the aforesaid obligations, to Credit Information Companies ("CICs") and any other agency authorized in this behalf by the RBI. CICs and / or any other agency so authorised may use and/or process the aforesaid information and data disclosed by Citibank in any manner as deemed fit by them. CICs and/or any other agency so authorize may furnish for consideration, the processed information and data or products thereof prepared by them, to Citibank / financial institutions and other credit grantors or registered users, as may be specified by Reserve Bank of India ("RBI") in this behalf. All information and data furnished by the Borrower to Citibank from time to time shall be true and correct.
- 9.13 The Borrower hereby gives specific consent to the Bank/Lender for disclosing / submitting the 'financial information' as defined in Section 3 (13) of the Insolvency and Bankruptcy Code, 2016 ('Code' for brief) read with the relevant Regulations/ Rules framed under the Code, as amended and in force from time to time and as specified there under from time to time, in respect of the Credit/ Financial facilities availed from the Bank/ Lender, from time to time, to any 'Information Utility' ('IU' for brief) as defined in Section 3 (21) of the Code, in accordance with the relevant Regulations framed under the Code, and directions issued by Reserve Bank of India to the banks from time to time and hereby specifically agree to promptly authenticate the 'financial information submitted by the Bank/Lender, as and when requested by the concerned 'IU'.
- 9.14 In case the Borrower commits any default in payment or repayment of principal amount of the Facility/Loan or interest/charges due thereon, Citibank and/or the RBI will have an unqualified right to disclose or publish the details of such default along with the name of the Borrower and/or its directors/partners/co-applicants, as applicable, as the defaulters in such manner and through such media as Citibank and/or RBI may, in their absolute discretion think fit.
- 9.15 Citibank has the absolute discretion to amend or supplement any of the Transaction Documents at any time and will endeavor to give prior notice of fifteen (15) days by email or put up on the website as the case may be for such changes wherever feasible and such amended terms and conditions will thereupon apply to and be binding on the Borrower. Further, the Transaction Documents and the terms on which the Facility/Loan has been provided shall also be subject to the changes based on guidelines / directives issued by the RBI to banks from time to time.
- 9.16 In the event that the Borrower elects to use the facility of internet Banking, E-Commerce, mobile/phone banking, the application for and use of the said facilities will be subject to the terms and conditions therefore as prevailing from time to time and the additional terms and conditions given in the personal loan service terms and conditions as available on www.citibank.com/India.
- 9.17 If the loan is availed for Home Repair, the applicant is required to provide consent for visitation by signing the 'Home Visitation Consent Form'. This is required for verifying the end-use of funds which is mandatory to be eligible for a cashback. Please note that this clause is not applicable for pre-approved personal loans.
- 9.18 The Borrower agrees to ensure that he/she obtains, reads, understands, accepts, complies with and acts in accordance with the terms and conditions and the specified guidelines. The Borrower understands Bank's 'Privacy Policy' as available on www.citibank.co.in. Such Privacy Policy may be amended by Bank from time to time at its sole discretion, and shall be made available on the abovementioned website for his view.

Citi Personal Loan Service Terms And Conditions



SERVICE TERMS AND CONDITIONS

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

1 Internet Banking

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

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

1.2 Additional Terms and Conditions with respect to Internet Banking Facility

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

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

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

2. Phone Banking

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

3. Additional Terms and Conditions with respect to Service Channels

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

4. CitiAlert Terms & Conditions

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

4.1 Definitions:

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

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

4.2 Availability

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

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

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

4.3 Process

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

4.4 Setting Triggers and Receiving Alerts

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

4.5 Withdrawal or Termination

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

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

4.6 Fees

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

4.7 Disclaimer

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

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

4.8 Disclosure for purposes of the CitiAlert Facility

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

4.9 Liability and Indemnity

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

4.10 Amendment

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