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CitiCard Agreement

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CitiCard Agreement

1 DEFINITIONS

- 1.1 Account(s) means any account maintained by the Accountholder/Cardholder including notice deposits, whether current and/or saving, time deposits, account(s) maintained by the Accountholder(s) to service his/her financing facilities/loans from the Bank and all other accounts including credit card accounts and sub-accounts that may be opened and maintained from time to time by the Accountholder/Cardholder whether or not such Account(s) are linked with CitiCard.
- 1.2 Accountholder means the natural person(s), legal entity(ies) including company, partnership firm, society and trust maintaining the Account(s) with the Bank either singly and/or jointly.
- 1.3 Application/Instruction means any request, instruction or application made by the Accountholder for issuance of CitiCard and/or to avail any facility(ies)/service(s) offered by the Bank in relation to the CitiCard and such application/instructions may be made through, including but not limited to, by signing and submission of account opening/deposit form, submission of CitiCard application on the format as prescribed by the Bank, facsimile message, telephone call, e-mail, electronic message sent via cellular telephone, verbal instruction and/or any other means of communication as the case may be.
- 1.4 ATM means an Automated Teller Machine whether owned/operated by the Bank or by any other participating bank/financial institution/concern and part of any network(s) within and/or outside Pakistan shared by the Bank which accepts CitiCard for Transaction(s).
- 1.5 Bank means Citibank, N. A. Pakistan.
- 1.6 Branch means the branch of the Bank where the Accountholder is maintaining the Account(s).
- 1.7 Cardholder means a single and/or joint Accountholder and to whom the CitiCard is validly issued by the Bank and shall also include every Cardholder holding Supplementary CitiCard, if any.
- 1.8 Citibank Online means internet banking services/facilities offered by the Bank from time to time and availing of such banking services/facilities by the Cardholder by use of his/her CitiCard/PIN.
- 1.9 CitiCard means an ATM card or ATM/Debit VISA card validly issued by the Bank to the Accountholder to enable such holder to operate the Account through an ATM to effect Transaction(s) by electronic means at an ATM and/or to conduct Transaction(s) at Merchants for purchase of goods/services/benefits and/or any other card as may be issued by the Bank in relation to the Account or otherwise. The term CitiCard shall also include and refer to Supplementary card(s) as issued by the Bank and shall include blue or gold or platinum CitiCard as the case may be.
- 1.10 CitiPhone Banking means banking services/facilities made available by the Bank from time to time through its call center and the Cardholder may avail such services by telephoning the Bank's call center by using his/her CitiCard/PIN.
- 1.11 Merchant means any person/entity engaged in sale and supplying of goods and/or services and/or other benefits and such persons/entities accepts the CitiCard for payment of the price of such goods/services/benefits or Cardholder uses the CitiCard as a means of payment to the merchant for execution of the Transaction.
- 1.12 PIN means a confidential Personal Identification Number selected by the Cardholder and issued by the Bank to the Cardholder in relation to use of CitiCard.
- 1.13 Schedule of Charges means schedule of charges issued by the Bank from time to time and/or any change/amendment thereto containing charges, fees and cost which the Cardholder/Accountholder shall be liable to pay for availing facilities/services in relation to CitiCard.
- 1.14 Transaction means credit/debit of funds into the Account by use of CitiCard at ATM and/or transfer of funds to designated accounts and/or availing other facility(ies)/services as made available by the Bank from time to time to Cardholder and/or purchase of goods/services from the Merchants by utilizing CitiCard or PIN and/or any payment made to any Merchant for any goods, services and other benefits (whether or not utilized by the Cardholder) by or through the use of the CitiCard or use of the PIN or in any other manner by the Cardholder or cash advance obtained or any amount debited from the Account by use of CitiCard through including but not limited to at ATM/Merchant through Citibank Online, CitiPhone Banking, mail, telephone or facsimile, e-mail, electronic message or through any other means of communication, order or reservation, authorized by the Cardholder or purported to have been authorized, regardless of whether a sales slip or other voucher or form is signed by the Cardholder.
- 1.15 VISA means VISA Association providing support for issuance, network facilities for use and acceptance and interchange settlement of Transactions and related matters pertaining to CitiCards.
- 1.16 VISA Rules means the bye laws, rules, procedures and regulations, as amended from time to time, of VISA as applicable to CitiCard and use thereof at the Merchants/ATMs.

2 Applicable Terms & Conditions

- 2.1 In consideration of the Bank issuing CitiCard, the Accountholder/Cardholder agrees to be bound by these Terms & Conditions as stated in this CitiCard Agreement which are in addition to the General Terms & Conditions, VISA Rules and any other agreement/Terms & Conditions which may be applicable and binding on the Accountholder/Cardholder.

3 Issuance & Delivery of CitiCard

- 3.1 On Application/Instruction of the Accountholder, the Bank may, in its discretion, issue CitiCard to the Accountholder. In this regard the account opening form/deposit application form submitted by the Accountholder shall be considered Accountholder's Application/request for issuance of CitiCard. The CitiCard shall at all times remain the property of the Bank. The Cardholder acknowledges that the Bank may, without incurring any liability whatsoever, withdraw the CitiCard at any time with prior notice to the Cardholder or refuse to re-issue or renew the CitiCard or suspend the use of the CitiCard for any period of time or in any area or country in all cases without being under an obligation to assign any reason for taking such action. Upon any such action by the Bank, the Cardholder shall with immediate effect refrain from using the CitiCard for Transactions or access any of the services offered by the Bank from time to time and

immediately return the CitiCard cut into two halves to the Branch of the Bank where the Account is held. The Bank shall have the right to cancel immediately the CitiCard in the event that the Account is closed or the Cardholder dies (subject to written notification submitted with requisite documents) or becomes incapacitated otherwise to maintain the Account(s).

- 3.2 Upon request of the Cardholder, Supplementary of CitiCard shall be assigned such limit as requested by the Cardholder. The Bank shall decide the number of Supplementary CitiCards to be issued against the Account.
- 3.3 The CitiCard shall be issued for the exclusive use of the Cardholder and is not transferable and no person other than the Cardholder is permitted to use the CitiCard for Transactions or CitiCard cannot be pledged or charged as security by the Cardholder in any manner whatsoever.
- 3.4 The Bank may issue blue or gold or platinum CitiCard as per the balance funds maintained in the Account and the Bank from time to time shall determine limits of balance funds for the Accountholder's/Cardholder's entitlement for blue or gold or platinum CitiCard. In case the Cardholder is not maintaining minimum funds balance in the Account requisite for a particular CitiCard in that event such CitiCard shall be changed and the Cardholder shall be issued with a CitiCard matching to the balance funds in the Account.
- 3.5 The Cardholder agrees that his/her request through CitiPhone Banking for activation of CitiCard/issuance of PIN which has been replaced with ATM Card issued earlier by the Bank shall be considered as Cardholder's acceptance of the Terms & Conditions given in this Agreement.
- 3.6 Upon the Bank's acceptance of the Accountholder's/Cardholder's Application and subsequent issuance of CitiCard, under the Terms & Conditions hereunder, CitiCard may be collected by the Cardholder in person or sent by courier to the Cardholder's mailing address as per the records of the Bank. In the event of the CitiCard being sent by courier, the same shall be at the sole risk of the Cardholder. All renewed and replaced CitiCard(s) thereafter will be sent by courier to the Cardholder's last known mailing address, at the sole risk of the Cardholder.
- 3.7 On receipt of CitiCard, the Cardholder, and as applicable, the Supplementary Cardholder(s) shall immediately sign on the signature space on the CitiCard and his or her retention or use of the Card, shall be deemed as confirmation of the Cardholder's acceptance of CitiCard and as applicable, Supplementary Cardholder(s) agreement to these Terms & Conditions of this agreement.
- 3.8 For the purpose of commencing any use of CitiCard/Transaction, or in order to activate the use of CitiCard, the Bank may in its sole discretion require the Cardholder upon receiving the CitiCard to communicate agreement for the use of CitiCard by telephone or in such other manner as the Bank may specify.
- 3.9 The Cardholder agrees to ensure that each Supplementary Cardholder reads and understands the Terms & Conditions and Schedule of Charges and amendments thereto made from time to time as Cardholder is liable for the use of the Supplementary CitiCard by the Supplementary Cardholder and the charges arising there by on Account.

4 PIN

- 4.1 The Cardholder shall keep PIN and any number substituted therefore for use of the CitiCard as strictly confidential and the Cardholder shall not divulge the PIN to any third party under any circumstances nor keep any written record of the PIN in any place or in a manner which may enable a third party to use the CitiCard.

5 Account(s)

- 5.1 The Cardholder agrees and understands that the CitiCard is linked up with the Account(s) and in case the Cardholder is maintaining more than one Accounts in such event the Bank shall determine which Account(s) will be linked up with the CitiCard.
- 5.2 The Cardholder hereby unconditionally and irrevocably authorizes the Bank to debit any of the Account(s) in accordance with provisions of clause 5.1 hereinabove with the amount of any Transaction effected by use of CitiCard regardless of whether (i) the Transactions were conducted/processed with the Cardholder's knowledge or express or implied authority or (ii) the Transactions may be the result of a fraudulent act. The Cardholder hereby authorizes the Bank to debit the Account(s) with the amount of any withdrawal, transfer or Transaction in accordance with the Bank's record of Transactions/statement of account and debit applicable service fees and charges relating to use of CitiCard.
- 5.3 Prior to using or attempting to use CitiCard, the Cardholder shall always ensure that sufficient funds are available in the Account(s) or that a prior arrangement has been made with the Bank for availability of funds by way of financing facility(ies) by the Bank to the Accountholder/Cardholder.
- 5.4 In case of Transaction amount exceeding the available balance(s) of the Account(s) or facility(ies) tied to CitiCard, the Bank may refuse at its discretion to permit such Transaction. If, however, for whatever reason, the Cardholder exceeds any such available balance or facility, the Cardholder shall forthwith pay to the Bank, upon demand by the Bank, the full sum by which such available balance or facility is exceeded and the Bank may at its discretion charge the Cardholder its prevailing fees or charges as prescribed from time to time in the Schedule of Charges.
- 5.5 All Transactions and obligations arising from the use of CitiCard in relation to a joint Account shall be binding on, and shall be the joint and several obligations of all the joint Accountholders. If requested, the Bank may in its discretion make available more than one CitiCard and/or Supplementary CitiCard to the joint Accountholder and/or a person nominated by the Accountholder according to such further Terms & Conditions as the Bank may require. Additional/Supplementary CitiCard may be made available to additional authorized users for the Account or for Supplementary Cardholders [who, for purposes of CitiCard, shall also be considered authorized users for the Account(s)]. For the avoidance of doubt, these Terms & Conditions of CitiCard Agreement and all Transactions thereunder shall be binding on all Accountholders and authorized users (including any Supplementary Cardholders). In addition to the aforesaid, and as a separate undertaking, the Accountholders shall be fully liable (on a joint and several basis) to the Bank for all Transactions and obligations arising from the use of CitiCard by all authorized users (including any Supplementary Cardholders) notwithstanding any legal disability or incapacity of the authorized user, and the Accountholders shall indemnify the Bank (on a joint and several basis) against any loss, damage, liability, costs and expenses, incurred or suffered by the Bank by reason of any breach of these Terms & Conditions of CitiCard Agreement by any authorized user (including any Supplementary Cardholders). A Supplementary CitiCard may be assigned a specific limit that shall constitute the maximum Transaction limit for such Supplementary CitiCard. Notwithstanding this fact, if a Supplementary Cardholder completes a Transaction that exceeds the limit, the Transaction will be binding on the Primary/Basic Cardholder/Accountholders. Other than the authorized users (including any Supplementary Cardholders) for the relevant Account(s), the Cardholder shall not allow any other person to use CitiCard.

6

Use of CitiCard

- 6.1 The CitiCard entitles the Cardholder to carry out Transactions at ATMs and/or the Merchant(s) and/or a customer activated terminal or an easy pay terminal or any other such terminal designated by the Bank located within or outside the Bank's premises within Pakistan or outside Pakistan as part of a network, which may be accessed through the use of the CitiCard to conduct a Transaction subject to (i) any restrictions indicated on an ATM, (ii) any restrictions imposed by the State Bank of Pakistan and the regulators of the country where the CitiCard is being used, (iii) these Terms & Conditions and (iv) any additional Terms & Conditions notified by the Bank to the Cardholder. The availability of services through an ATM/Merchant requested in a country other than Pakistan is in addition to the laws of Pakistan also governed by the local laws and regulations of that country and the Bank shall not be liable if these services are not available for whatever reason or withdrawn without notice.
- 6.2 The Cardholder understands that CitiCard is only for electronic use and charge/sale slip is printed electronically through point of sale terminal at the Merchant/ATM. The Cardholder shall be responsible to check/verify the amounts and other contents of the charge/sale slip and sign the same slip and retain copy thereof for record.
- 6.3 Any Transaction made with the CitiCard at any ATM/Merchant outside Pakistan constitutes payment at the Branch of the Bank maintaining the Account in Pakistan and a remittance to the country where the Transaction is effected.
- 6.4 The Cardholder agrees and understands that CitiCard may be used for Transactions at ATMs/Merchants outside Pakistan subject to legal, regulatory and exchange control restrictions as may be applicable in such country where ATM/Merchant is located in addition to applicable laws and regulations in Pakistan. Fund/cash withdrawals at an ATM outside Pakistan shall be in a currency as permitted by the bank/institution which owns/operates such ATM.
- 6.5 The Bank shall be authorized to debit the Account with the amount of the Transaction(s) or transfer funds in accordance with the Bank's records of Transactions effected by the Cardholder. The Bank's record of Transactions processed by the use of the CitiCard shall be conclusive and binding for all purposes, including without limitation, any debits in the Account on account of any fraud, forgery, pilferage, unauthorized use of the CitiCard by a third party or due to neglect on the part of the Cardholder.
- 6.6 Cash and/or checks may be deposited by a Cardholder into an Account through an ATM located in the Branch(es) of the Bank. Checks will be accepted for collection only and the proceeds will not be available until such checks have been cleared in the normal course. Cash deposits shall only be regarded as having been received by the Bank upon the credit of the cash to the Account. In the event of a discrepancy between the amount of any cash deposit as claimed by the Cardholder and the Bank's count, the Bank's count shall prevail and be final and binding on the Cardholder.
- 6.7 Except where any overdraft facility has been granted by the Bank in the Account, the Cardholder shall not be entitled to overdraw the Account by use of the CitiCard. Where an overdraft facility has been granted by the Bank in the Account, the Cardholder shall not overdraw the Account by use of the CitiCard in excess of any overdraft limit as agreed with the Bank. The Cardholder shall ensure to keep sufficient credit or available balance in the Account before making any Transactions. If for any reason, the Account gets overdrawn where no overdraft facility is available, or gets overdrawn beyond any agreed overdraft limit, where an overdraft facility is available in the Account, by use of the CitiCard, the Bank shall be authorized to charge and debit markup/interest/administration charges and/or service charges at the rates prescribed from time to time by the Bank in the Schedule of Charges on the amount so overdrawn. The Cardholder shall be responsible for making immediate reimbursement to the Bank of the full amount overdrawn where no overdraft facility is available, or where such facility is available, the full amount overdrawn beyond the agreed overdraft limit, together with applicable markup/interest/administrative charges and/or service charges whether or not any demand is made by the Bank.
- 6.8 The Cardholder accepts that any Transaction information appearing on the ATM or on a printout issued by an ATM and/or the Merchant to the Cardholder shall not constitute any receipt or acknowledgement by the Bank or evidence of the correctness of the Transaction, but merely a memo based on the Cardholder's instructions. In the event of the Cardholder disputing any Transaction(s) made by the use of the CitiCard, a statement of the Account issued by the Bank to the Cardholder shall be accepted as conclusive and shall be binding on the Cardholder.
- 6.9 The Bank shall not be liable to the Cardholder nor to any third party if the CitiCard is not honored or not accepted at any ATM/Merchant or if an ATM or terminal at a Merchant is not operative for any reason whatsoever or if there is any malfunction and/or failure of an ATM or if the CitiCard is retained by any ATM or if the Cardholder or any third party incurs any losses, damages, costs or expenses of whatsoever nature for such reason.
- 6.10 The Bank shall have no responsibility or liability to the Cardholder for any act or omission or inability to perform any of the services associated with CitiCard and/or any of its obligations under these Terms & Conditions of CitiCard Agreement.
- 6.11 The Bank may change from time to time at its discretion and with prior notice the available benefits and the scope of the services provided by the Bank in relation to CitiCard.

7

Payments against Transactions & Settlement

- 7.1 The Cardholder hereby irrevocably and unconditionally authorizes and allows the Bank to debit the Account(s) with amounts of the Transaction(s) and debit the Account(s) with Rupee amount equivalent in case of foreign currency Transaction(s) made outside Pakistan at a conversion rate as determined by the Bank prevailing on the date of Transaction(s) along with applicable service charges/fees as stated in Schedule of Charges.
- 7.2 The Bank shall convert the amount of all foreign currency Transaction(s) at the Merchants outside Pakistan by the Cardholder and/or the Supplementary Cardholder at the rate of exchange applied by the Bank of such purpose in accordance with the applicable rules or business practice of the Bank on the date of Transaction or date when the Account is debited with Transaction amount or such other date as the Bank may deem fit in its absolute discretion and debit the Account with such converted amounts accordingly.
- 7.3 The Cardholder understands that pursuant to the clause 7.1 and 7.2 above the Bank shall immediately debit the Account(s) with the amount of the Transaction.
- 7.4 In case of cancellation of a Transaction at Merchant or return of goods/merchandise by the Cardholder to the Merchant, such Transaction will be reversed and credit the Transaction amount subject to the condition the Cardholder submits cancellation slip and the Merchant notifies the Bank of cancellation of Transaction according to the prescribed procedure pertaining to the operations of CitiCard.

8

Misuse & Loss of CitiCard/PIN

- 8.1 The Cardholder shall be responsible for security and safe custody of CitiCard/PIN. In the event of the loss or theft of the CitiCard or if the PIN stand disclosed or comes into knowledge of a third person, the Cardholder shall immediately notify the Bank at CitiPhone Banking number 111-222-222 and calls from outside Pakistan should be made at CitiPhone Banking number 0092 21 2446945 the loss or theft or the disclosure and also immediately confirm the same to said Branch in writing. In the event that the lost or stolen CitiCard or disclosed PIN is used, in that case the Cardholder shall be responsible/liable for all Transactions conducted prior to forty-eight (48) hours after the receipt by the Bank of the Cardholder's written notice of loss or theft of CitiCard or disclosure of PIN. The Cardholder hereby agrees to indemnify the Bank against any losses, damages or costs of whatsoever nature, which occur as a result of the use of a CitiCard, which is lost or stolen or a PIN, which may stand disclosed.
- 8.2 The Cardholder shall at all times remain liable for any Transactions conducted in the event of any misuse of the CitiCard or breach, default, negligent or fraudulent act or omission of the Cardholder in connection with these Terms & Conditions and the Cardholder shall indemnify the Bank against any costs, expenses, losses, liabilities and damages of whatsoever nature caused by such unauthorized use or other actions of the Cardholder as above stated.
- 8.3 The Cardholder shall not in any circumstances hand over CitiCard in whatsoever manner to a third person (including representative of the Bank) for any reason without cutting the card through the magnetic strip rendering it useless.

9

Replacement of CitiCard

- 9.1 On the Cardholder's notification to the Bank regarding loss of CitiCard, the Bank may with or without issue a new CitiCard as replacement of the lost CitiCard and activation/use of the such new CitiCard shall be deemed the Cardholder's consent to the Terms & Conditions of this CitiCard Agreement.
- 9.2 The Bank reserves the right to debit the Account of the Cardholder with any costs incurred in issuing a replacement CitiCard and/or PIN. If the Cardholder subsequently finds the CitiCard, which has been reported lost or stolen, the Cardholder must not use this card and immediately return such card to the Bank by cutting the same into two halves through its magnetic strip.

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Fees/Charges for Use of CitiCard

- 10.1 The Cardholder shall pay to the Bank such fees/services charges as prescribed by the Bank from time to time in the Schedule of Charges in relation to making available and/or use of CitiCard for Transactions. The Cardholder hereby authorizes the Bank to debit the Account with the amount of above referred fees/charges as announced by the Bank from time to time. Where cash withdrawals are to be made from the Account at an ATM in Pakistan in a currency other than the currency of the Account itself, conversion of the currency of the Account into the currency of payment shall be made at the exchange rate determined by the Bank at its entire discretion consistent with the rate of exchange applied in the Bank's branches in the city in which the disbursing ATM is located on the date of the transaction. If the transaction date is a holiday, the rate of exchange of the next business day will be applicable.
- 10.2 In addition to the clause(s) as stated hereinabove, the Cardholder shall pay to the Bank any fee(s) and charge(s) levied by the Association from time to time including the cross border Transaction(s) conducted by using CitiCard.
- 10.3 The Cardholder further authorizes the Bank to debit the Account with such charges as may be notified by the Bank from time to time in respect of the use of CitiCard at the ATM and/or Merchant. The Bank shall also have the right to debit the Account with the amount of any taxes, duties and/or other levies that may be attracted under the law in relation to the issuance of and use of the CitiCard by the Cardholder.

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Statement of Account

- 11.1 The Cardholder accepts the Bank's record of all Transactions as conclusive and binding for all purposes. The Cardholder shall be provided a statement of Account on semi-annual basis unless as otherwise requested by the Cardholder. The Bank shall have the right to determine means of communication to be used for sending the statement of Account to the Cardholder and such means may include through post, courier, fax and/or e-mail.
- 11.2 Subject to the provisions of clause 5.2, 5.5 and 8 hereinabove, the contents of the statement of Account shall be deemed correct, complete and accurate unless the Cardholder notifies in writing to the Bank of any error or mistake in the statement of Account not later than fifteen (15) days from the date of the statement of Account and thereafter it shall be considered that the Cardholder has accepted and agreed to the contents of the statement of Account.
- 11.3 The Cardholder understands and agrees that as per procedure and regulations of the State Bank of Pakistan the statement of Account is issued after every six months, however, during the aforementioned period it shall be the responsibility of the Cardholder to track and monitor credit and debit entries in the Account by checking his/her account on Citibank Online (www.citibank.com.pk) to ensure that the CitiCard is not being used fraudulently/unauthorized.
- 11.4 The Cardholder accepts the responsibility of consequences of his/her financial/confidential information coming into knowledge of a third person during course of communication of the statement of account including through post, fax, e-mail or any means of communication as determined by the Bank from time to time.

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Right of Set Off

- 12.1 In case the Account does not have sufficient funds for any reason to meet the Cardholders monetary obligations to the Bank in relation to use of CitiCard under these Terms & Conditions of this CitiCard Agreement and/or any other agreement/arrangement, the Bank shall have the right to set-off any credit balance in other accounts of the Cardholder with the Bank and/or the proceeds of any instruments or other items of the Cardholder with any branches of the Bank or exercise its rights to dispose of the securities/collateral given by the Accountholder for any other facility/service provided by the Bank under any other arrangement.

13

Cardholder's Information Sharing/Disclosures

- 13.1 The Cardholder agrees that the Bank is authorized to disclose to such persons as the Bank deems

appropriate any information concerning the Cardholder and the Account as the Bank deems necessary and desirable in connection with the provision of facilities/services offered under the CitiCard and Transactions effected electronically and the enforcement of any rights and/or the performance of any obligations arising out of or in connection with the use of the CitiCard.

13.2 To enable the use of the CitiCard at any ATM or Merchant or electronic network/terminal in or outside Pakistan, the Cardholder consents to the Bank's participation from time to time in any network and permits the release and transmission of data and information relating to the Account to and the storage and processing of such data and information by any means by any participants in such network within and outside Pakistan. The Cardholder further consents to the compliance by the Bank and the said participating banks/financial institutions in such network with the laws and regulations of their respective jurisdictions governing disclosure of Account information to which the Bank and the said participants may be respectively subject to and such regulations may require disclosure to the Cardholder's information to the respective regulators.

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Exclusions & Limitation of Liability

14.1 In consideration of issuance of CitiCard to the Cardholder and providing facilities/services in relation thereto, the Cardholder hereby unconditionally agrees to indemnify the Bank and keep the Bank indemnified all times from and against all losses, damages, costs, expenses, claims, proceedings, actions whatsoever which the Bank may at any time incur, sustain, suffer as a consequence of or by reason of issuance of CitiCard and/or providing facilities/services thereunder and taking or refusing to take action on the instructions of the Cardholder and in particular arising due to direct or indirect negligence, mistake or misconduct or violation of the Terms & Conditions of this CitiCard Agreement.

14.2 The Cardholder accepts that the other branches, subsidiaries or affiliates of Citibank N.A./Citigroup shall not be responsible or liable, in any manner, for any of the Bank's liabilities or obligations under these Terms & Conditions or for the Bank's failure to meet the Cardholder's withdrawal demands through an ATM or any Transactions at Merchant(s) or any electronic network used by the Bank arising from any cause whatsoever, whether in the control of the Bank or not. Without limiting the generality of the foregoing, the Bank shall not be liable for any acts, errors, neglects or defaults, actions or omissions, insolvency or failure in business of any of the Merchants' or Bank's correspondents, agents, sub-agents, or their employees or the network referred to hereinabove.

14.3 Without prejudice to the foregoing, the Bank shall be under no liability whatsoever to the Cardholder in respect of any loss or damage or injury arising directly or indirectly due to: (i) any defect or deficiency in quality of goods/services supplied, (ii) utilization of goods/services purchased by use of CitiCard, (iii) refusal of any Merchant to accept/honor CitiCard, (iv) malfunction of ATM and/or any other electronic terminal at a Merchant, (v) Cardholder's handing over CitiCard to any person other than a duly authorized representative of the Bank or CitiCard is handing over without cutting into two halves through its magnetic strip, (vi) supply of Cardholder's information relating to the Account(s)/CitiCard through fax, e-mail or through any other means of communication on Cardholder's instructions and any third party/person coming into knowledge of the referred confidential information due to such communication.

14.4 In the event of any dispute between the Cardholder and any Merchant or third party bank or financial institution participating in the network or any other person, the Cardholder's liability to the Bank shall not in any way be affected by such dispute or any counter claim or right of set off that the Cardholder may have against such Merchant, bank or financial institution or person.

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Miscellaneous

15.1 The Bank is authorized to make all such enquires in connection with the Cardholder from the third persons that the Bank may deem necessary.

15.2 The Bank and/or any relevant network referred to herein shall have the discretion from time to time to set or change the daily cut-off time without notice or responsibility to the Cardholder. Any Transaction by the use of the CitiCard after such cut-off time shall be treated as a next business day value transaction.

15.3 The Cardholder is hereby informed that the Bank and other participating banks, financial institutions and entities have installed video cameras in the premises of ATMs for security purposes and customers' activities are recorded and use of CitiCard by the Cardholder at ATM signifies his/her consent and permission for such video recording.

15.4 The Bank shall have the right to refuse to authorize any Transaction or use of CitiCard without assigning any reason therefore. Further, the Bank shall be entitled to stop providing services and facilities to the Cardholder in any city or country including the country(ies), against which the economic sanctions imposed by the United States of America, Pakistan and/or by any other international body/organization. It shall be the Cardholder's responsibility to inform the Bank prior to undertaking any foreign travel to check whether the Bank is providing services regarding CitiCard in the particular country(ies) where the Cardholder intends to visit.

15.5 In the event that any one or more of the provisions set out hereinabove shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not be affected or impaired thereby.

15.6 All notices sent by the Bank to the Cardholder hereunder shall be deemed to have been received by the Cardholder within seven (7) days of dispatch by the Bank to the last address notified by the Cardholder to the Bank. All publications or announcements by such means as the Bank may consider appropriate will at the time of such publication or announcement constitute effective notice to the Cardholder.

15.7 The obligations of all Accountholders hereunder shall be joint and several and where the context so admits, words denoting the singular will be deemed to include the plural. Any notice hereunder to one Cardholder will be deemed to be effective notice to all the other Cardholders.

15.8 The Bank reserves the right to vary any of these Terms & Conditions upon notice to the Cardholder and use of the CitiCard after the date on which any change to the Terms & Conditions is to have effect will constitute the Cardholder's acceptance of any variation in these Terms & Conditions. If the Cardholder does not accept any variation in these Terms & Conditions of this CitiCard Agreement, the Cardholder shall immediately return the CitiCard to the Bank prior to the date upon which such change is to have effect.

15.9 These Terms & Conditions shall be governed by and construed in accordance with the laws of Pakistan for the time being in force. The Courts of Karachi shall have jurisdiction to determine all disputes arising under, out of or connected with these Terms & Conditions to which the Cardholder hereby submits. However, the Bank shall have the right to pursue contractual and legal remedies within and outside Pakistan.