

CITI CARD DIGITAL WALLET TERMS AND CONDITIONS

Last Modified February 24, 2020

By agreeing to these terms and conditions, you authorize Citi to: (i) add your Citi credit or debit card to a Digital Wallet (defined below); and (ii) to automatically maintain your card information if you remain a user of the Digital Wallet.

OVERVIEW

These terms and conditions (“**Terms and Conditions**”) are a legal agreement between you and Citibank, N.A. that govern your access to, and use of, your eligible Citibank consumer credit or debit cards-linked to accounts domiciled in the United States (“**Card**” or “**Cards**”) through: (i) a tokenized digital wallet owned or operated by a third party such as Apple Pay, Samsung Pay, Google Pay; (ii) a tokenized digital wallet, payment service, or payment platform owned or operated by a card network, such as Mastercard or Visa; or (iii) a merchant-branded website or digital wallet, where your tokenized Card information is saved and stored for future use (each a “**Digital Wallet**”).

Please read these terms carefully in their entirety. You may only use your Card through the Digital Wallet in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, you may not add your Card to, or use your Card in connection with, a Digital Wallet. You consent to receiving these Terms and Conditions electronically. These Terms and Conditions supersede any prior Citi terms and conditions you may have agreed to with respect to access to, and the use of, Cards through a Digital Wallet.

By agreeing to these Terms and Conditions, you represent the following:

- You are 18 years old or older; and
- Capable of entering into a legally binding agreement.

Please note that there are specific Samsung Pay and Google Pay terms and conditions at the bottom of these Terms and Conditions.

DEFINITIONS AND RELATION TO OTHER AGREEMENTS

The terms “**you**” and “**your**” throughout these Terms and Conditions refer to primary cardholders and authorized users of credit cards and to joint accountholders

and other authorized persons with a debit card linked to bank accounts. The terms “**Citibank**”, “**we**” or “**us**” refer to Citibank, N.A. We will determine, in our sole discretion, which Cards are eligible for use through a Digital Wallet.

Your use of your Card in a Digital Wallet is governed by the applicable Card Agreement between you and us in connection with each credit Card and the Citibank Client Manual-Consumer Accounts and Marketplace Addendum (“**Client Manual**”) between you and us in connection with each debit Card. The applicable Card Agreement or Client Manual is incorporated by reference as part of these Terms and Conditions. The Card Agreement or Client Manual, as applicable, contains a binding arbitration provision that affects your rights with respect to your use of such Card. The arbitration provision applies to any disputes between you and us arising from your access to or use of Cards in connection with a Digital Wallet. You also acknowledge that your use of a Digital Wallet is subject to the terms and conditions set forth by the third party Digital Wallet provider (“**Digital Wallet Provider**”) or another third party supporting the Digital Wallet Provider with respect to the use of that Digital Wallet.

ELIGIBILITY / ENROLLMENT

A Digital Wallet is available to cardholders for the purposes of purchasing goods and services or for other transactions where that Digital Wallet is accepted, which may include merchants’ physical locations, e-commerce locations, and in-app purchases. A Digital Wallet may not be accepted at all places where your Card is accepted and all your Cards in a Digital Wallet may not be eligible to be used for all the features and functionalities of that Digital Wallet. To add your Card to a Digital Wallet, you must register your Card with that Digital Wallet by linking (“**provisioning**”) your Card to that Digital Wallet. You agree to allow Citi to share your Card information with the Digital Wallet Provider to provision your Card into the Digital Wallet. You will be required to complete this provisioning process for each Digital Wallet that you desire to use. You may be required to take additional steps to authenticate yourself before your Card is added to a Digital Wallet, including by providing additional identifying information. In provisioning, we may add a unique numerical identifier different from your Card number (“**Token**”) to your Digital Wallet that enables you to make purchases through that Digital Wallet.

Some Digital Wallets can only be used with a compatible device determined by the Digital Wallet Provider for that Digital Wallet (“**Eligible Device**”). If your physical plastic Card is lost or stolen, but your Eligible Device is not lost or stolen, upon provisioning your new physical plastic Card to a Digital Wallet, the Digital Wallet

will automatically assign your new physical plastic Card to your existing Token. Due to the manner in which a Digital Wallet operates, you may need to present your Eligible Device at a merchant when you return an item purchased using that Digital Wallet on such Eligible Device. Devices modified contrary to the manufacturer's software or hardware guidelines, including by disabling hardware or software controls—sometimes referred to as “jailbreaking”—are not Eligible Devices. You acknowledge that the use of a modified device to use your Card in connection with a Digital Wallet is expressly prohibited, constitutes a violation of the Terms and Conditions, and is grounds for us to deny your access to your Cards through that Digital Wallet. We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device. You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, account activation date, and device make and model, where provided in accordance with your mobile operator's privacy policy, to allow verification of your identity and to compare information you have provided to Citibank with your mobile operator account profile information. Citibank will only use and store this disclosed data for fraud prevention purposes.

USE OF CITI CARDS THROUGH A DIGITAL WALLET

Please review the Card Agreement or Client Manual, as applicable, for important information on your rights and responsibilities when making purchases through a Digital Wallet. If your PIN, biometric authentication, or other passcode is compromised or your Card has been used through a Digital Wallet without your permission, or you have an Eligible Device and it has been lost or stolen, you must notify us immediately. If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorized use of your Card in connection with that Digital Wallet.

You agree and acknowledge that the transaction history displayed in a Digital Wallet in connection with use of your Card in that Digital Wallet solely represents our authorization of your Digital Wallet transaction and does not reflect any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for your Digital Wallet transaction history in connection with use of your Card in that Digital Wallet may not match the

transaction amount that ultimately clears, settles, and posts to your Card's billing statement.

Except as set forth in the Additional Terms below, we currently do not impose a fee for using your Card through a Digital Wallet but we reserve the right to impose a fee in the future. **Please note that a Digital Wallet Provider or another third party supporting a Digital Wallet Provider may charge a fee for using your Cards in a Digital Wallet.** Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of a Digital Wallet.

As a condition to using your Card in connection with a Digital Wallet, you consent to receiving from us notifications and automatically dialed calls or text messages on your devices and phones, including at the phone number you provide. If at any time you revoke this consent, we may suspend or cancel your ability to use your Cards in connection with a Digital Wallet.

AUTHORIZATION TO COLLECT AND SHARE DATA

You agree that we may collect, transmit, store, and use technical, location, and login or other information about you and your use of the Cards through a Digital Wallet. You acknowledge that (i) the Digital Wallet Provider, as well as Digital Wallet Provider's sub-contractors, agents, and affiliates, or other third parties supporting that Digital Wallet and (ii) the applicable payment network branded on your Card (e.g., MasterCard International Incorporated and its affiliate Maestro, American Express, or Visa, U.S.A., Inc. and its affiliate Interlink) as well as such network's sub-contractors, agents, and affiliates, will have access to certain details of your transactions made with merchants via use of your Cards through that Digital Wallet. We will use, share and protect your personal information in accordance with our Citi Privacy Statements applicable to your Card account. You acknowledge that the use and disclosure of any personal information provided by you directly to a Digital Wallet Provider, the applicable payment network branded on your Card, or other third parties supporting that Digital Wallet, will be governed by such party's privacy policy and not the Citi Privacy Statements.

MERCHANT RELATIONSHIPS AND DISCLAIMERS

Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) ("**Offers**") in a Digital Wallet. Such Offers are subject to certain terms and conditions and may change at any time without notice to you. We will not be

liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and your Card Agreement or Client Manual, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through a Digital Wallet or the Offers that they provide.

CHANGES TO PARTICIPATION IN A DIGITAL WALLET AND THESE TERMS AND CONDITIONS

Subject to applicable law, at any time we may (i) terminate your use of Cards in connection with a Digital Wallet, (ii) modify or suspend the type or dollar amounts of transactions allowed using Cards in connection with a Digital Wallet, (iii) change a Card's eligibility for use with a Digital Wallet, and (iv) change the Card authentication process.

We may change or modify these Terms and Conditions, at any time without notice to you. We may revise these Terms and Conditions at any time by updating these terms on our website. You are bound by such revisions and should therefore review the current Terms and Conditions as posted by Citibank on its website from time to time.

INTELLECTUAL PROPERTY

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

DISCLAIMERS OF WARRANTY

A Digital Wallet is provided by a Digital Wallet Provider and other third parties that support that Digital Wallet and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with a Digital Wallet may be delayed, interrupted or disrupted for an unknown period of time for

reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card through a Digital Wallet due to such delay, interruption, disruption or similar failure.

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

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR PROCESSORS, SUPPLIERS, OR LICENSORS (OR OUR OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF A DIGITAL WALLET, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH A DIGITAL WALLET. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF YOUR CARD IN A DIGITAL WALLET.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR PROCESSORS, SUPPLIERS, AND LICENSORS (AND OUR AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING

FROM YOUR ACCESS TO OR USE OF A DIGITAL WALLET, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH A DIGITAL WALLET; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM A DIGITAL WALLET; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH A DIGITAL WALLET BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH A DIGITAL WALLET; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL WE, OUR PROCESSORS, AGENTS, SUPPLIERS, OR LICENSORS (OR OUR OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$500.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

INDEMNITY

You will indemnify, defend, and hold us harmless (and our employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this Terms and Conditions, including any violation of our policies; (ii) your wrongful or improper use of a Digital Wallet, including willful misconduct or fraud; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States

or any other country; (v) any other party's access or use of a Digital Wallet with your PIN, biometric authentication or other appropriate security code.

REPRESENTATION AND WARRANTY

You represent and warrant to us that: (i) to the extent you identified a name at registration, the name identified by you when you registered your Card to be added to a Digital Wallet is your name; (ii) the Card you added to a Digital Wallet is your credit Card or debit Card; (iii) you have the authority to authorize the receipt of notices, calls and text messages from Citi at the phone number you provide; (iv) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; (v) you will not use your Card through a Digital Wallet for any fraudulent undertaking or in any manner so as to interfere with the operation of a Digital Wallet; and (vi) your use of your Card in connection with a Digital Wallet will comply with these Terms and Conditions.

GOVERNING LAW

The same laws that govern your account relationships with Citibank, N.A. as explained in your Card Agreement or Client Manual, as applicable, shall govern these Terms and Conditions.

ADDITIONAL TERMS

Samsung Pay Specific Terms:

Use of your Citi credit card for a Samsung Pay Cash or Money Transfer transaction will be treated as a cash advance under the Card Agreement and any applicable fees and rates will apply. We do not control or endorse any third-parties providing Samsung Pay Cash or Money Transfer services and your rights with respect to such third-parties will be set forth in the their applicable terms and conditions.

Google Pay Specific Terms:

Google Pay was formerly known as Android Pay. Except as otherwise provided herein, these Terms and Conditions do not apply to non-tokenized transactions in Google products (e.g. on You Tube, Google Pay Send, the Play Store, or Chrome). Your use of Google Pay is also subject to the terms and conditions set forth in the Google Payments Terms of Service ("**Google Terms**") by the provider of Google

Pay, Google Payment Corp. or its affiliates (“**Google**”), with respect to the use of Google Pay.

If you provisioned your Card before 12:00 am PST on February 20, 2018, it is available for use in Google Pay only as described below under Eligibility/Enrollment and will not be added to your Google Payments Account or otherwise used by Google as may be described in the Google Terms. If you provisioned your Card on or after 12:00 am PST on February 20, 2018, in addition to adding it to Google Pay, it will be added to your Google Payments Account and used by Google as described in the Google Terms.