

**TERMS OF USE
CITIBANK PREPAID CARDS**

1. Card Terms and History

(Terms & Availability) These terms and any attachments or accompanying supplement(s) (together "**the Terms**") govern usage of the Citibank prepaid card (the "**Card**") delivered to you (the "**Cardholder**") with these Terms. The Card is not a credit card but a prepaid card made available to the Cardholder by a corporate customer ("**Account Party**") of Citibank pursuant to a commercial dealing between the Cardholder and the Account Party. The Cardholder is taken to have accepted and agreed to these Terms when the Cardholder first uses the Card. If the Card or the Terms are not acceptable, the Cardholder must not use the Card, but immediately contact and advise the Account Party.

(Accessing Card Account Detail) Information concerning the Card, including the available balance ("**Card Balance**") and Card history can be viewed online at www.prepaid.citi.com or accessed by calling the Contact Centre at the phone number and/or email address listed on the back of your card.

2. Usage and Security

(Usage) The Cardholder may use the Card to make payment for goods and services from merchants displaying the service mark of any payment scheme that appears on the Card, by using the PIN (if necessary) or other identifier as requested by the merchant. The Card can be used for the purchase of goods and services, wherever the payment scheme is accepted and processed electronically (over 500,000 merchants in Australia and overseas). The Card may be declined at some merchants for example at gambling merchants and at those merchants who elect not to accept prepaid cards (see www.prepaid.citi.com for more details). We are not liable if a merchant elects to decline use of the Card.

(Secure & Safe) If a PIN is issued, the Cardholder is required to keep the Card separate from the PIN and to keep both the Card and the PIN safe and secure from third parties.

(Lost & Stolen Cards) If the Card or its PIN is lost, stolen, misused, or revealed please contact the Card contact centre ("Contact Centre") using one of the telephone numbers listed in the Contact Centre telephone number table in the Supplement. Communications must be in English unless otherwise required by law.

(Legalities) The Cardholder shall only use the Card for lawful purposes in a lawful manner, and before using the Card the Cardholder must have reached the minimum legal age required in the relevant jurisdiction.

(Use by Third Party) To protect against unauthorized use of the Card, the Cardholder should read the page headed "Important Information on Safeguarding Your Citibank Prepaid Corporate Card" set out at the end of these Terms. The Cardholder is responsible for any transactions effected by a third party the Cardholder allows to use the Card. If the Cardholder believes an error has occurred on the Card, the Cardholder must advise the Contact Centre as soon as possible.

(Non Personalised Cards) Non personalised Cards are treated like cash and Citibank is not liable for the misuse of non-personalised Cards. Citibank will not reissue a non-personalised Card for any reason, including the loss, theft or expiration of such Card.

3. Limits and Refunds

(Responsibility) Neither Citibank nor the card scheme operator is responsible for goods or services acquired by using the Card.

(ATMs) If the Card is a Visa® card with ATM functionality, the Cardholder may use the Card at ATMs that display the Visa or Plus® marks. If the Card is a MasterCard® card with ATM functionality, the Cardholder may use the Card at ATMs that display the MasterCard or Cirrus® marks. If the Cardholder is entitled to a refund in connection with a purchase transaction made by using the Card or due to an error on the Card, the value of the refund will be added to the Card Balance and not paid to the Cardholder.

(Changes in Card Balance) Citibank may add or subtract amounts from the Card Balance in accordance with the instructions of the Account Party and Citibank shall not be liable to the Cardholder for any such additions or subtractions.

(Transaction Limits) Citibank, card scheme operators, ATM operators and/or merchants at points of sale may set limits on the monetary amount and number of transactions completed through a Card during a set time period. ("**Transaction Limits**"). Citibank's Transaction Limits are set out in the Supplement and will apply to the Card unless otherwise provided in the Supplement. Citibank may at any time modify the Transaction Limits for any reason whatsoever. The Cardholder can view these changes online at www.prepaid.citi.com or by calling the Contact Centre. Otherwise the Cardholder will be notified in accordance with applicable law.

4. Expiration, Cancellation and Termination

The Card will expire on the expiration date on the Card. Following expiry the Cardholder shall not use the Card and upon request the Cardholder shall send the Card to Citibank, cut in half. Citibank may cancel or suspend usage of the Card immediately if: (i) the Card is lost, stolen, damaged, malfunctions or is misused, (ii) there has been no activity on the Card for at least 90 days, (iii) there is no remaining Card Balance, (iv) the Cardholder breaches these Terms, (v) the Account Party requests or instructs Citibank to cancel or suspend the Card, or (vi) Citibank is unable or otherwise prevented from processing payments in relation to the Card for reasons beyond its reasonable control, including but not limited to restrictions imposed by law. The Cardholder is not entitled to the Card Balance following the expiry, cancellation, or suspension of the Card.

5. Card Balance

(Card Balance) While the Cardholder may access the Card Balance via proper use of the Card in accordance with these Terms, no interest is payable to the Cardholder. The Cardholder has no right to redeem the Card Balance under these Terms.

(Positive Card Balance) The Cardholder must ensure that the Card Balance is sufficient to pay for each transaction the Cardholder makes using the Card (including any applicable fees or charges). It is a breach of these Terms for the Cardholder to use the Card in excess of the Card Balance and attempts to do so may result in the transaction being declined.

(Negative Balance) If for any reason a transaction is processed that results in a negative Card Balance, the Account Party will be required immediately to pay Citibank the amount of the negative balance plus any applicable fees or charges. Citibank may also place a hold on the Card Balance when we are asked by a merchant to authorise a transaction in advance to ensure there will be sufficient Card Balance to cover the transaction.

(Not Reloadable) The Cardholder must not attempt to reload the Card or otherwise add to the Card Balance.

6. Fees and GST

Citibank will deduct all fees and charges due to Citibank, (including applicable charges set out in the Fee Table in the Supplement, or due to third parties) from the Card Balance. Any fees, charges, and taxes incurred when using an ATM shall be deducted from the Card Balance. All charges set out in the Fee Table are inclusive of GST, if applicable.

7. Overseas Transactions

If the Cardholder uses the card to effect transactions or to make an ATM withdrawal in a currency other than the currency in which the Card is denominated, the charges will be converted to the currency of the Card in accordance with applicable bank association rules. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or the date when it is applied to the Card Balance. Card Balance may vary due to exchange rate fluctuations.

8. Cardholder Liability

Unless the Cardholder acted fraudulently or without reasonable care, a Cardholder will have zero liability for unauthorized use only if the following five conditions are met:

1. The Cardholder has exercised vigilant care in safeguarding such card from risk of loss, theft, or unauthorized use; and
2. The Cardholder immediately and without delay notified Citibank upon discovery of the loss, theft, or unauthorized use; and
3. The Cardholder has not reported two or more incidents of unauthorized use in the preceding 12 months; and
4. The Cardholder's account is in good standing; and
5. The Cardholder has complied with these terms of use.

The zero liability rule does not apply:

- to Cards issued to entities that are not natural persons; or
- if a personal identification number (PIN) is used as the Cardholder verification method for unauthorized transaction(s).

Unauthorized use means the use of a Card by a person other than the Cardholder, who does not have authority for such use and from which the Cardholder receives no benefit. The rule applies if the Cardholder has taken reasonable steps to notify Citibank and to provide pertinent information about the loss, theft, or possible unauthorized use of the Card.

Maximum deduction for transactions on the Card after the Card becomes lost, stolen or used by someone without the Cardholder's permission up to the time the Cardholder notifies the Contact Centre, notify the Contact Center will not exceed \$65 or its equivalent in the currency of the Card at notification. Once the Cardholder has notified the Contact Center of the theft, loss or misuse of the Card, Citibank will cancel the Card and may in its sole discretion, reissue the Card, reassign a new PIN, or pay the Credit Balance to the Account Party.

9. Citibank's Liability

If the Card malfunctions by reason of Citibank's negligence or default, Citibank's liability shall be limited to replacement of the Card with the relevant Card Balance. Where sums are deducted from the Card Balance due to Citibank's fault, Citibank's liability shall be limited increasing the Card Balance by the relevant amount. In all other circumstances involving a Citibank error or fault, Citibank's maximum liability is limited to the value of the Card Balance. Citibank is not liable to the Cardholder for any additions, reductions or transfers affected pursuant to the Account Party's instructions.

10. Data Protection

Citibank is the data controller of any personal data provided to Citibank in connection with these Terms. Citibank will process the Cardholders personal data in order to provide a Card in accordance with the Account Holders instructions, to administer the Card, to deal with any queries you have concerning the Card or its use, for statistical reporting and fraud prevention purposes.

Citibank will confidentially and only to the extent permitted under applicable data protection and bank secrecy laws, give Cardholder information to other companies in the Citigroup Inc. group of companies and third parties including those providing application processing, fraud monitoring, customer service, card production and technology processing services and each of their agents and subcontractors, information about the Cardholder and the Card.

Citibank may pass the Cardholders personal data to: (i) the Account Party, (ii) fraud prevention agencies if false or inaccurate information is provided and fraud is suspected, and (iii) regulatory authorities, law enforcement or fraud prevention agencies where we are required to do so by applicable law or court order. Citibank may record and/or monitor telephone calls to help maintain a high quality service and for security, data collection and training purposes or as required by applicable law. All recordings belong to Citibank. The Cardholder consents to the processing (including transfer) of its personal data by Citibank and the other recipients identified above for the purposes set out above.

11. Complaints

Please contact the Contact Centre for details of our complaints procedures.

12. Amendments

Citibank may with the consent of the Account Party, at any time and subject to applicable law, change or delete any provision, or add new provisions to, these Terms. This includes the right to add or change (including to increase or decrease) any charges. The Cardholder will be deemed to have seen and accepted the changes 24 hours after they were available online at www.prepaid.citi.com. Otherwise the Cardholder will be notified of such change in accordance with applicable law.

13. Miscellaneous

Citibank may sell, assign, or transfer all or any of its rights or obligations under these Terms. Where so stated in the Supplement, Citibank will notify the Account Party of any such sale, assignment or transfer and the Cardholder will be deemed to have consented to such sale, assignment or transfer.

14. Governing Law

These Terms and all matters arising hereunder shall be governed by the laws of New South Wales, Australia and both the Cardholder and Citibank shall submit to the non-exclusive jurisdiction of the courts of New South Wales.

Important Information on Safeguarding Your Citibank Prepaid Card

The Cardholder ("you") shall treat security of the Card and its PIN (if issued) as a matter of primary concern, and you shall practice the following safety precautions:

1. If the Card is lost or stolen you should immediately notify Citibank by calling the contact centre at the number located on the back of your card. ("the Contact Centre").
2. If a PIN is issued, you shall:
 - Memorize your PIN
 - Keep the PIN confidential.
 - Never give the PIN to anyone
 - Don't write the PIN on your Card
 - Avoid carrying the PIN with you.
3. If you forget the Card PIN, you should immediately call the Contact Centre and select a new PIN.
4. Protect the Card as you would a credit card or cash.
5. Minimize the time spent at the ATM by having the Card ready.
6. Do not give out any information about the Card, the PIN, its expiration date or balance, to anyone who calls by telephone.
7. Use common sense and be aware of your surroundings before, during and after you use an ATM. If you become apprehensive about safety you should delay or defer the transaction. If anyone follows after you leave an ATM, you should immediately go to a heavily populated, well-lighted area and call the police.
8. You should be aware that, notwithstanding security measures, access to an ATM facility is sometimes obtained by persons who are not authorized cardholders. Where there is one, close the entry door completely upon entering and exiting an ATM facility. Do not permit entrance to the facility by any unknown person at any time after regular banking hours.
9. Remember to remove your Card from the ATM and place withdrawn cash securely upon your person before exiting an ATM facility. Don't carry money in open view or in an obvious manner.
10. Stand between the ATM and anyone waiting to use the ATM so others cannot see your PIN or the transaction amount. Always take your receipts, so you can check them against your transaction history. If your transaction was not completed, be sure to cancel the transaction prior to leaving the ATM.
11. When using a drive-up ATM, be sure it's well lit. Be sure all windows except the driver's window, are closed and all doors are locked.
12. Note that when using the Card at Hotels a 15% tolerance factor is applied to allow for tipping. For example, if you are using the Card at a Hotel where your bill is \$100, your card balance must be at least \$115 otherwise the transaction will be declined. (Other tolerance factors may include: Restaurants - 10%, Car Rental - 15%, Cruise Lines - 15%, Taxis 20%).
13. If you use your card to make bookings or to hire goods the merchant may place a hold on funds above the amount debited to cover additional charges that may occur and this hold could remain in place for up to 30 days.