

# Consumer Deposit Account Agreement

**U.S. Markets**

**Effective August 19, 2023**



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## How do I update my contact information?

We have multiple options you may be able to use to update your contact information, including changing your profile settings on Citi Online or the Citi Mobile App or speaking to a banker at a branch or through 1-888-CITIBANK. For TTY: We accept 711 or other Relay Service.

It may be necessary for you to make your request in writing. To ensure quality service, calls are randomly monitored and may be recorded.

Citi will never call and ask you to share your online password. We will never ask for remote access to your electronic device. We will never ask you to wire funds to a safe location. Refer to page 56 for more helpful tips.

## Introduction

The *Client Manual — Consumer Accounts and Marketplace Addendum* (“CMMA”) applies to existing accounts that have not been converted to simplified banking. The *Consumer Deposit Account Agreement* (alternatively referred to as “CMA”, “Client Manual Agreement” or “Agreement”) applies to accounts in simplified banking. The CMA includes certain changes to terms in the CMMA and new terms set forth in the Simplified Banking Summary. The remainder of the CMA is a restatement of the CMMA. Terms, conditions and fees for accounts, products, programs and services are subject to change. This Agreement is subject to change at any time without notice to you unless required by law. As applicable, we will make amendments or amended versions of the Agreement available to you. You can obtain copies of the current CMA and CMMA by phone, online at [citi.com/accountagreementsandnotices](https://citi.com/accountagreementsandnotices) and in Citibank branches.

**Definitions.** In this Agreement, “we”, “our”, and “us” shall mean Citibank and “you” and “your” shall mean you, the account owner and your authorized representatives. Important terms and acronyms used throughout the Agreement are defined in *Appendix 4*. Other words or terms used in this Agreement may be defined in the context in which they are used.

This Agreement is an agreement between you, a Consumer Deposit Account owner (including individuals with authority to withdraw funds from or use your account, refer to *Account Ownership*), and Citibank, N.A. (“Citibank”). “Consumer Deposit Accounts” (or “Account(s)”) mean consumer deposit accounts held with Citibank such as Checking accounts, Savings accounts, Certificate of Deposit accounts, and products, services, and features related to those accounts. IRA accounts are Consumer Deposit Accounts governed by the Citibank IRA plan documents and this Agreement. Your Accounts may be subject to additional agreements when you enroll in optional services.

When you open a Consumer Deposit Account, you agree you and your accounts will be governed by this Agreement. Please review this Agreement carefully and keep a copy along with amendments for future reference.

**Contact Us.** You must give us your current mailing and email address.

**Fraud.** If you are concerned about suspected fraudulent use of your accounts, please contact us immediately by calling the phone number on the back of your Citibank Banking Card or the Contact Us section of this Agreement.

**Complaints.** You agree to contact us for any complaints or inquiries related to your Citibank accounts.

**Protecting your Passwords and Credentials.** Citibank will never ask for your password – so do not ever give your password to any person, especially any person who contacts you and claims to be from Citibank. You agree to contact Citibank promptly of any unauthorized use of your password or security breach. We may terminate your digital access to protect your interest or Citibank’s interest at any time.

**Identity Theft.** For any customer who believes they may be a victim of identity theft, we encourage you to visit the Federal Trade Commission (FTC) website at [www.IdentityTheft.gov](http://www.IdentityTheft.gov) which provides victims of identity theft with resources to help guide you through the recovery process. For questions about FTC Identity Theft Recovery solutions, please contact 1-877-438-4338. For TTY: We accept 711 or other Relay Service. If you have a concern about suspected fraud, please contact us immediately.

**Wire Transfer, Zelle Transfers, and ATM Security Tips.** We encourage our customers to use safe and secure practices at all times, especially when wiring funds or using a Citibank® ATM Card or Citibank® Debit Card. We take account safety and security very seriously and provided you with *General Tips for Wire Transfer Safety* in this Agreement, emphasizing common types of fraud as described by the Federal Bureau of Investigation and the Federal Trade Commission. We have also provided you with ATM Security Tips and Zelle Safety Tips. You can find these tips in the Electronic Fund Transfers section of this Agreement. We hope you’ll find these tips most helpful in protecting your account(s) and minimizing risk.

**Arbitration.** Please read the Arbitration section of this Agreement. This section addresses how a dispute involving you and Citibank will be resolved. In the event of a dispute involving you and Citibank, you may not be able to go to court, have a jury trial or initiate or participate in a class action.

# 1 General Terms

Citibank's relationship with you is debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between you and Citibank. We owe you a duty of ordinary care. Any internal policies or procedures we may maintain above reasonable standards and general banking usage are solely for Citibank's benefit and do not create a higher standard of care other than as required by law.

**Waiver.** We may delay in enforcing any of our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of any other right or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this Agreement.

Please consult the current version of the Agreement which is available in branches and online at [citi.com/accountagreementsandnotices](https://citi.com/accountagreementsandnotices).

**Severability.** Unless otherwise stated, if any of the provisions of this Agreement are determined to be void or invalid, the remainder of the Agreement shall remain in full force and effect.

**Complaints and Inquiries.** In the event you were referred by a Citibank affiliate or other party to open an account with Citibank, you agree to contact us for any complaints or inquiries related to your Citibank accounts.

**Language.** English is the controlling language governing your account. As an example, the English version governs this Agreement.

If your preferred communication language is other than English, we may not be able to accommodate your language preference at all of our branches or for all products and services. As a courtesy, at your request and for your convenience only, when you open an account we may be able to provide you with services in your preferred language. Please note that other than Spanish, account communications and certain other notices, disclosures and communications may only be available in English. Communication options include:

- **Agreement and Account Statements.** For customers who inform us their preferred language is Spanish, upon your request Citibank can provide you with an unofficial Spanish translation of this Agreement and Spanish versions of your Account Statement. Although we may send you a Spanish version of your Account Statement, you can obtain an English version upon request.
- **Branch.** Although some products and services provided in our branches may be available only in English, you may be able to speak to a representative at a branch in your preferred language. Not all preferred languages are available in every branch. Please call the phone number on the back of your Citibank Banking Card to find branches with representatives who speak your preferred language.
- **Customer Service.** Many features on Citi Online and Citi ATM are offered in Spanish. You may be able to receive customer service in your preferred language by calling the phone number on the back of your Citibank Banking Card.

**Consumer Use.** Accounts are for personal purposes only and not for business purposes.

## 2 Simplified banking

With simplified banking, your consumer Eligible Deposit and Investment (EDI) accounts will be linked to create one Combined Average Monthly Balance (CAMB) to determine your features and benefits. Higher CAMBs for deposit account owners may allow you to join Relationship Tiers and receive Monthly Service Fee and Non-Citi ATM fee waivers. Please refer to section 3 *Relationship Tiers* and section 5 *Products*. Simplified banking customers who own multiple deposit accounts also may receive one Account Statement as explained in section 4 *Account Statements*.

Your CAMB is the total of the End of Day Available Now balances for all your EDI account(s) in a calendar month divided by the number of days in that month. Your CAMB is based on the calendar month which may be different than your Statement Period. You must be the owner (or beneficial owner) of an EDI account for the account to contribute toward your CAMB. Not all accounts appearing on your Account Statements are EDI accounts. You may contact us to learn which of your EDI accounts contribute to your CAMB. If you only have one EDI account, your CAMB is based on the Average Monthly Balance of that EDI account.

Account linking in simplified banking replaces any prior written or oral linking requests or agreements made before your accounts were converted to simplified banking. Any existing package waivers, including fee waivers, were terminated when you or your accounts converted to simplified banking. Account linking in simplified banking has no effect on accounts you have linked for other purposes such as setting up and performing certain transactions.

### Consumer Eligible Deposit and Investment (EDI) Accounts

<b>EDI Deposit Accounts</b>	Regular Checking, Access Checking, Citi Accelerate Savings, Citi Savings, Citi Miles Ahead Savings, Citibank Savings Plus, Certificates of Deposit
<b>EDI Retirement Accounts</b>	IRAs and Roth IRAs, CGMI IRAs and Roth IRAs
<b>EDI Investment Accounts<sup>1</sup></b>	Investments in your linked Citigroup Global Markets Inc. (CGMI) Accounts <sup>2</sup> and annuity positions shown on linked CGMI Account Statements <sup>3</sup>

The following accounts are excluded from EDI accounts: accounts owned by Estates, accounts that are not consumer accounts, COMMA accounts, Collateral Holding accounts, Secured CD accounts, personal investment companies, accounts in a money purchase plan or profit sharing plan, accounts in a tax-qualified education savings plan, and accounts opened through Citi Global Wealth at Work<sup>4</sup>, Citi Alliance<sup>4</sup>, Citi Private Bank<sup>4</sup>, and International Personal Bank<sup>4</sup>.

**Investment accounts may be subject to further terms and requirements with CGMI.**

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<sup>1</sup> Offered through Citigroup Global Markets Inc. (CGMI)

<sup>2</sup> Reduced by the amount of any outstanding margin loan balance. Accounts carried and securities-based lending provided by Pershing LLC, member FINRA, NYSE, SIPC.

<sup>3</sup> Except tax-qualified annuities which includes annuities that qualify under Sections 401, 403, 408 and 457 of the Internal Revenue Code.

<sup>4</sup> Banking products and services are provided by Citibank, N.A.. In the U.S., investment products and services are provided by Citigroup Global Markets Inc. (CGMI), member SIPC. Investment Management services (including portfolio management) are available through CGMI, Citibank, N.A. and other affiliated advisory businesses.

**Family Links.** Starting in the first month existing deposit customers who are Eligible Family Members (“Members”) are in a “Family Link”,<sup>5</sup> their CAMB will include EDI accounts they own along with EDI accounts owned by Members. The CAMB for your Family Link may be higher than your individual CAMB, entitling deposit customers to join a Relationship Tier or different Relationship Tier.

When participating in a Family Link, all EDI accounts you own will be included in the CAMB for the Family Link; you cannot remove individual accounts. Existing Members will be told the names of all existing Members and Invited Members who have accepted an invitation to join the Family Link.

**If you are in a Family Link with someone who is not an Eligible Family Member or do not want to be in a Family Link, opt out of the Family Link by speaking to a banker on the phone or in a branch.** Existing Members can opt out of Family Linking at any time. Your membership in the Family Link will be terminated on the day of your request. Your balances will no longer be included in CAMB on the first day of the month after you opt out.

Eligible Family Members may create a new Family Link or join an existing Family Link. New Family Linking is created immediately when the Invited Member accepts the invitation. If you invite a new Eligible Family Member (Invited Member) to join a Family Link, you are responsible to inform all Invited Members and existing Members about who is in the Family Link. Existing Members will be notified when an Invited Member has accepted the invitation to join the Family Link. The Invited Member will not be added until 30 calendar days after Citibank sends notice to existing Members. Family CAMB will be updated with the Invited Member’s balances on the first day of the month after joining.

#### **Legacy Relationships.**

When converted to simplified banking, certain customers who owned deposit accounts were notified and converted to a “Legacy Relationship” with each other when they owned accounts in the same package(s) (“LR Members”).

Customers can only be in one Family Link or Legacy Relationship at a time and each must have at least two Members. Minors cannot be Members or LR Members. You cannot be in a Family Link or Legacy Relationship if you have opted out of Relationship Tiers.

The CAMB for LR Members will include EDI accounts they own along with EDI accounts owned by other LR Members. The CAMB for your Legacy Relationship may be higher than your individual CAMB, entitling you to join a Relationship Tier or different Relationship Tier.

When participating in a Legacy Relationship, all EDI accounts you own will be included in the CAMB for the Legacy Relationship; you cannot remove individual accounts. Existing LR Members will know the names of all existing LR Members. **If you are in a Legacy Relationship with someone who is not an Eligible Family Member or do not want to be in a Legacy Relationship, opt out of the Legacy Relationship by speaking to a banker on the phone or in a branch.** Your membership in the Legacy Relationship will be terminated on the day of your request.

You cannot add new accounts or new LR Members to a Legacy Relationship, but you may be eligible to convert your Legacy Relationship to a Family Link. One LR Member can convert the Legacy Relationship to a Family Link. You will be notified if your Legacy Relationship has been converted to a Family Link.

<sup>5</sup> If you participated in Household Linking of Accounts prior to simplified banking, you were converted to Family Linking pursuant to separate notice.

“Eligible Family Members” and “LR Members” are immediate family who reside at the same address. When participating in Family Linking or Legacy Relationships, you agree to comply with limitations described under this Agreement and in applicable law. Note the definitions are different for retirement accounts. Attestation to these limitations may be required at any time under federal regulations:

- When accounts in a Family Link or Legacy Relationship include both deposit accounts and accounts with one of our affiliates, immediate family members whose accounts can contribute to certain Relationship Tier and pricing benefits are limited to the account owner and spouse; the account owner’s parents, step-parents, siblings, step-brothers, step-sisters, children, step-children, grandchildren and their spouses.
- Retirement accounts can only contribute to pricing benefits for the retirement account owner and spouse; the retirement account owner’s parents and grandparents, and the retirement account owner’s children, grandchildren, siblings and their spouses.

Family Link Members and Legacy Relationship Members will not have access to accounts or account balances they do not own, but Members will see the CAMB range applicable to the overall balance of all EDI accounts in the Family Link or Legacy Relationships on Account Statements. As a result, Joint Account owners, Members of Family Relationships, and Members of Legacy Relationships may be able to deduce approximate balances of other owners, Members, and LR Members. When deciding to participate in Family Links and Legacy Relationships or when deciding to open a Joint Account, customers should evaluate their privacy needs, along with their need for balance and combined balance advantages.

## 3 Relationship Tiers

### 3.1 What are Relationship Tiers?

The **Citi Priority Relationship Tier** offers on-demand financial guidance, digital tools that fit your lifestyle, and an enhanced level of benefits that support your needs as they evolve.

The **Citigold® Relationship Tier** offers personal service, collaborative financial guidance from Citigold® Relationship Managers and Citi Personal Wealth Management Wealth Advisors, fee waivers and discounts on select deposit products, global travel benefits, and much more.

The **Citigold® Private Client Relationship Tier** offers premier banking with a higher level of service and wealth management for those with complex financial needs, plus access to travel and lifestyle benefits, including unique experiences.

Relationship Tiers			
	Citi Priority	Citigold®	Citigold® Private Client
<b>Monthly Service Fees waivers</b> Monthly Service Fee waiver applicable in the months customers are in the Citi Priority, Citigold or Citigold Private Client Relationship Tiers.	✓	✓	✓
<b>Non-Citi ATM fee waivers</b> Customers will receive a fee waiver for their non-Citi ATM fee in the months they are in the Citi Priority, Citigold or Citigold Private Client Relationship Tiers.	✓	✓	✓
<b>Fee waivers and discounts on select deposit products and services</b> Please refer to <i>Appendix 1: Fee Schedule</i> for a description of reduced charges for customers in a Relationship Tier.	✓	✓	✓
<b>Higher Annual Percentage Yield</b> Customers in Relationship Tiers may receive a higher APY for Citi Savings accounts and Citibank Savings Plus accounts. Please refer to your Rate Sheet.	✓	✓	✓
<b>Increased Citibank Card Signature, PIN and Cash Limits</b> Please refer to <i>Citibank Banking Card Transaction Limits</i> chart.	✓	✓	✓
<b>Increased Citibank Global Transfer Service Limits</b> Please refer to chart titled: <i>Citibank Global Transfer Service Limits for Account-to-Account Transfers by channel</i> .	✓	✓	✓
<b>Lifestyle Benefits</b> Speak to a banker or visit <a href="http://citi.com">citi.com</a> to learn more.		✓	✓
<b>Reimbursement of ATM Fees charged by other banks</b>		✓	✓

**Relationship Pricing benefits** may be available to Citibank customers including Relationship Tier customers. Speak to a banker or visit [citi.com](http://citi.com) to learn more.

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### 3.2 What is Re-Tiering?

Through Re-Tiering, if your CAMB meets the minimum Balance Range required for a higher Relationship Tier for three consecutive calendar months, you'll automatically join a higher Relationship Tier. If you want to maintain your current Relationship Tier, your CAMB must meet its Balance Range for three consecutive calendar months or you will be Re-Tiered Out. You may qualify for a Relationship Tier faster or maintain your Relationship Tier through Tier Acceleration.

CAMB Balance Range Chart			
	Citi Priority Balance Ranges	Citigold® Balance Ranges	Citigold® Private Client Balance Ranges
To attain Relationship Tier	\$30,000 – \$199,999.99	\$200,000 – \$999,999.99	\$1,000,000 or more
To remain in Relationship Tier	\$30,000 – \$199,999.99	\$180,000 – \$999,999.99	\$800,000 or more

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### 3.3 How do I join a Relationship Tier?

**New accounts.**

New EDI accounts opened by existing customers will be linked to their existing EDI accounts. Existing customers cannot choose a Relationship Tier when they open a new account.

Only customers who did not own a Citibank Checking, Savings, CD, IRA, or investment account (investment accounts are offered through CGMI) in the 30 calendar days prior to opening their new EDI account (“New to Relationship” customers) can choose their Relationship Tier when opening their new EDI account. New to Relationship customers interested in opening a new deposit account in the Citigold Private Client Relationship Tier must apply with a banker in a branch or over the phone.

For New to Relationship customers, CAMB review for Re-Tiering will begin in the first full month after account opening, but it takes three months of sustained Balance Ranges for an Up-Tiering or Re-Tiering Out change.

### Existing accounts and Re-Tiering.

Relationship Tiers for existing customers can change in any month. Your CAMB will be reviewed each calendar month in comparison to Relationship Tier Balance Range requirements, but it takes three months of sustained Balance Ranges for a Re-Tiering change.

#### If you increase your balances:

If your CAMB range meets the minimum Balance Range required for a higher Relationship Tier for three consecutive calendar months, you'll automatically be "Re-Tiered Up".

#### If you decrease your balances:

If your CAMB drops below your Relationship Tier's minimum Balance Range for three consecutive calendar months, you'll automatically be "Re-Tiered Out".

Your individual Account Statement will show your current monthly Relationship Tier, your 3-month CAMB Balance Range history and your 3-month Relationship Tier history as of the date of the Account Statement. The EDI accounts contributing to the CAMB range displayed on your Account Statement(s) may not appear on one Account statement. Some accounts appearing on an Account Statement are not EDI accounts. CD account and IRA account customers with no other deposit accounts do not receive Account Statements and will be notified about their Relationship Tier by separate communication. CD account and IRA account customers can contact Citibank at any time to learn their current monthly Relationship Tier, their 3-month CAMB range history, and their 3-month Relationship Tier history.

When customers own accounts as Joint Owners, the Relationship Tier associated with their account will be determined by the highest Relationship Tier among joint owners. The CAMB shown on a Joint Account Statement will show the highest CAMB range among account owners.

**Opting Out of Relationship Tiers.** You may opt out of Relationship Tiers at any time by speaking to a banker. If you opt out of Relationship Tiers, you will not be eligible for Family Linking, Legacy Relationships, Tier Acceleration, Re-Tiering, or the Relationship Tiers Citi Priority, Citigold, or Citigold Private Client. When you opt out, you are ineligible for Relationship Tiers even though your CAMB range will be displayed on your Account Statement. Opt out is effective on the first calendar day of the month after your opt-out request. Opting out of Relationship Tiers has no effect on your Customer Statement Grouping (Please refer to section 4 *Account Statements*).

**Tier Acceleration.** Deposit customers may be able to join Relationship Tiers faster and maintain your existing Relationship Tiers by enrolling in Tier Acceleration. Enrollment is required. To enroll please go to Citi Online or the Citi Mobile App or speak to a banker. For three months after enrollment, Citibank will review your "End of Day" balances on the **last Business Day of the month** across all EDI accounts you own ("EOD Balance"). Your EOD Balance is your Available Now Balance across eligible deposit and investment accounts at 10:30 p.m. EST. If your EOD Balances meet the Balance Range for the same or a higher Relationship Tier on the last Business Day on one or more eligible months, you will maintain or join Relationship Tier on the first day of the next calendar month. If your EOD Balances are lower than the Relationship Tier you are currently in, Re-Tiering will control your Relationship Tier. If at least one Member of a Family Link or Legacy Relationship is enrolled in Tier Acceleration, the Family Link or Legacy Relationship is eligible for Tier Acceleration. There are no restrictions on the number of times an existing customer can enroll in Tier Acceleration. Tier Acceleration expires after 3 consecutive months. The month you enroll counts as the first of those 3 months.

Individual deposit account EOD Balances are available on Citi Online, on the Citi Mobile App or by speaking to a banker in a branch or on the phone. As applicable, bankers can also provide your Legacy Relationship, or your Family Link's EOD balances across all eligible EDI accounts.

**Tier Exclusions.** Tier Exclusions apply to certain customers. Except for Citigroup Employees eligible for *ibank@citi*, customers with a Tier Exclusion will be notified. When converted to simplified banking, any package waiver(s) (such as Citigold® or Citigold® Private Client) or any Monthly Service Fee waiver(s) applicable to you or your accounts will be terminated.



ibank@citi is a form of Tier Exclusion. Certain employees may be eligible for additional Tier Exclusions explained via separate notice.

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<b>Eligible Employees</b>	Employees of Citigroup and its affiliates working in the United States and its territories (“Eligible Employees”) who own a deposit account that is also an EDI account are eligible for ibank@citi. When no longer an Eligible Employee, Citibank will begin evaluating CAMB against standard Balance Ranges through Re-Tiering beginning on the first day of the next calendar month.
<b>Application</b>	If you believe you are eligible for the ibank@citi program and are not receiving benefits, please contact us.
<b>Relationship Tiers</b>	Eligible Employees are in the Citi Priority Relationship Tier. Eligible Employees have reduced CAMB Balance Ranges to attain and maintain Citigold (\$100,000) and Citigold Private Client (\$500,000) through Re-Tiering or Tier Acceleration.
<b>Limitations</b>	Eligible Employees cannot share their ibank@citi benefits with members of a Family Link or Legacy Relationship. ibank@citi only applies to accounts owned by Eligible Employees.

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Please reach out to CPWM to learn about ibank@citi benefits and features for ibank@citi Eligible Employees.

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## 4 Account Statements

We provide customers with an “Account Statement” showing an itemized listing of all transactions and other account information during the Statement Period. Your Account Statement may include important legal notices about your accounts using statement messages or statement inserts. CD account and IRA account customers with no other deposit accounts do not receive Account Statements and can contact Citibank at any time for account information.

Your accounts may be combined on a common Account Statement (“Customer Statement Grouping” or “CSG”) based upon various factors such as account ownership, the title(s) of your account(s), your paperless preferences, and the mailing addresses associated with your account(s). Under certain circumstances, you can request to separate your Account Statements for each account in your CSG. As shown on your Account Statement, a “Statement Period” means any 28-to-31 day period covered by your Account Statement. Unless you are in a Relationship Tier or own a Citi Miles Ahead Savings account, you can request to change your Statement Period Date(s). Any change to your Statement Period Date will impact all Checking Plus account(s) on that Account Statement. Speak to a banker to learn more.

### Communicating with Owners and Signers.

Regardless of the number of account owners, we generally only communicate with one owner per account. Account Statements and notices are sent to the first-titled owner on an account. Certain accounts are managed by fiduciaries or individuals who receive Account Statements (please refer to *Account Ownership*). Notification given to any one account owner, signer, or fiduciary is considered notification to all account owners.

**On statements, Joint Account owners will see the highest balance CAMB range and highest Relationship Tier including information about other Joint Account owners.**

**Cancelled Check Options.** If you have a checking account and receive a paper Account Statement, you may elect to have your check images delivered with your Account Statement. You must speak with an account representative to sign up for this service. Please note that if you receive check images with your statement, included among those images may be some checks which were presented for payment but which were returned unpaid after your statement was prepared and sent to you. Images of your cancelled checks presented within the past 18 months are also available to you through Citi Online. Additionally, you may request a copy of any of your cancelled checks by calling the phone number on the back of your Citibank Banking Card.

**Mail.** “Mail” refers to communications sent in any manner allowed by law, including but not limited to e-mail, digital communications, or postal mail.

**Contact Information and Communications.** Citibank will send you Mail using the contact information you provide Citibank; however, in our sole discretion, we reserve the right to change your Residential and/or Mailing Address(es) based on information received from third parties we believe have up-to-date address information for you, such as the United States Postal Service. An incorrect address may prevent receipt of Mail. We will not be liable for errors, debits or charges to, or your inability to transact in, your account resulting from an incorrect or improper Residential Addresses, Mailing Address or other relevant contact information.

Notification is considered delivered to you on the date we first place the Account Statement in the U.S. mail or on the date the email notifying you that your statement is available on Citi Online or the Citi Mobile App is first sent, regardless of whether you receive it.

We use postage-paid ordinary postal-mail to send your Account Statements and notices to the mailing address reflected in our account records. If two consecutive statements and/or notices are returned to us for any reason, you agree that we may hold subsequent notices and statements until we receive forwarding information from you. Account Statements and notices held for you will be deemed delivered to you on the date that they are prepared (for held statements), mailed (for returned statements) or otherwise made available to you. In our discretion, we may destroy mail that is returned to us as determined to be undeliverable.

Instead of receiving a paper Account Statement through ordinary postal mail, any owner may elect to enroll the account in our paperless statement service when registered for online banking. If you elect to use the paperless statement service, we will notify you via email of the availability of your Account Statement on Citi Online or the Citi Mobile App. The terms and conditions for the paperless statement service are subject to a separate agreement which you will accept when enrolling in the service and can view at any time on Citi Online and the Citi Mobile App. Changes to your account paperless preferences may change which accounts appear on your Account Statement(s).

### **Residential and Mailing Addresses**

Your “Residential Address” is used to manage your account. Your “Mailing Address” is where you would like to receive notices and Account Statements. Changing your Residential Address or Mailing Address will not change the Governing Law or Rate Region of any of your existing accounts.

# 5 Products

Citibank offers Consumer Deposit Accounts, including Checking accounts, Savings accounts, and Certificate of Deposit accounts.

## 5.1 Introduction

**Minimum Opening Deposit for Checking accounts and Savings accounts.** There is no minimum opening deposit required to open a Checking account or Savings account at Citibank; however, your balance may affect your Relationship Tier, whether your account remains open, and the fees associated with your account. Please refer to *Monthly Service Fee and Non-Citi ATM Fee Chart*.

- Accounts with zero balances are subject to closure after 90 days.
- Minimum CAMB Balance Ranges in deposit EDI accounts are required to maintain Relationship Tiers.
- If none of the owners of a Savings account own a Checking account a \$4.50 monthly service fee and \$2.50 Non-Citi ATM fee will apply unless the Savings account maintains a \$500 Average Monthly Balance or has been opened in the last three calendar months.

**Fees.** Please refer to section 5.2 *Monthly Service Fees and Non-Citi ATM Fees* and *Appendix 1: Fee Schedule* of this Agreement. Monthly Service Fees and monthly Non-Citi ATM fees will appear as charges on the first Business Day of your next Account Statement.

**Limited Availability.** Products, services, promotions and benefits are available in select markets and may only be available to select customers.

**Checkbooks and Checks.** When you open a Checking account or Savings account with a check writing feature, you can order personalized checks through us. We will automatically deduct the cost from your account balance after your order is processed. You are responsible for verifying the accuracy of all information shown on your checks. If you find an error, you must notify us immediately.

If you choose to have your checks printed by another vendor, the form, encoding and format of the checks must follow our check specification requirements and be approved by us in advance. If you do not purchase your checks through us, we may charge a fee for each check that rejects during processing due to poor print quality, or if it fails to meet our specifications. You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

You agree to safeguard your blank and cancelled checks, and to take reasonable steps to prevent their unauthorized use. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to the payees. You will be responsible for issuing any replacement checks.

**Converting product types.** Customers may be able to convert their Consumer Deposit Accounts from one type to another type by speaking to a banker. Customers cannot convert their Relationship Tiers. Customers may see an account conversion immediately on Citi Online or the Citi Mobile App, but account conversion is effective the day after the customer requests to convert. You will be subject to your converted account's fees, APY, and benefits at the time conversion is effective. Please refer to section 4 *Account Statements* to learn more about how conversion impacts Account Statements.

The following are the only account conversions permitted:

These accounts can be converted	into
Citi Miles Ahead Savings account	Citi Savings account or Citi Accelerate Savings account
Citibank Savings Plus account	Citi Savings or Citi Accelerate Savings
Regular Checking	Access Checking
Access Checking	Regular Checking

The following account conversions are not permitted:

These accounts cannot be converted	into
Citi Savings account, Citi Accelerate Savings account or Citi Miles Ahead Savings account	Citibank Savings Plus account
Citi Savings account, Citi Accelerate Savings account or Citibank Savings Plus account	Citi Miles Ahead Savings account
Certificate of Deposit account	Any account or product. Please refer to Automatic Renewal and Grace Period under section 5.5 <i>Certificates of Deposit</i>

## 5.2 Monthly Service Fees and Non-Citi ATM Fees

Citibank charges each Checking account and Savings account a Monthly Service fee. Checking accounts and Savings accounts will be charged a Non-Citi ATM fee if you use a Network ATM other than at a location within our surcharge-free network.

### What is a Monthly Service Fee?

A “Monthly Service Fee” is the amount you pay per account, each calendar month, to maintain and service your Checking account or Savings account at Citibank. In addition, service, transaction or other fees may be charged by Us and are not covered by the Monthly Service Fee. Please refer to *Appendix 1: Fee Schedule* in this Agreement and, as applicable, fee disclosures provided at the time of a transaction or when a service is provided.

### What options do I have to waive my Monthly Service Fee and Non-Citi ATM fee(s)?

Customers have multiple options to waive their Monthly Service Fee and Non-Citi ATM fees. You may qualify for more than one of the options in the same month. Please refer to the *Monthly Service Fee and Non-Citi ATM Fee Chart*.

## Monthly Service Fee and Non-Citi ATM Fee Chart

Description	Standard Fees		Monthly Service Fee and Non-Citi ATM Fee Waived in months where the following situations apply		
	Monthly Service Fee	Non-Citi ATM Fee	Activity	Citigold Private Client, Citigold or Citi Priority Relationship Tiers	Month of account opening and for the first 3 full calendar months after account opening.
Regular Checking	\$15	\$2.50	Enhanced Direct Deposit of \$250 or more	Yes	Yes
Access Checking	\$5	\$2.50	Enhanced Direct Deposit <sup>6</sup> of \$250 or more <b>Important:</b> Non-Citi ATM fee is non-waivable	Yes	Yes
Citi Savings <sup>7</sup>	\$4.50	\$2.50	Average Monthly Balance of \$500 or more or Any owner also owns a Checking account	Yes	Yes
Citi Accelerate Savings	\$4.50	\$2.50	Average Monthly Balance of \$500 or more or Any owner also owns a Checking account	Yes	Yes
Citi Miles Ahead Savings	\$0	\$0	N/A	N/A	N/A
Court Ordered Money Market	\$0	\$0	N/A	N/A	N/A

### What is a Non-Citi ATM fee?

There is no charge for making cash withdrawals with a Citibank Banking Card at Proprietary Citibank ATM locations in the U.S., but Citibank will charge you a “Non-Citi ATM fee” when you use a Network ATM other than at a location within our surcharge-free network.

<sup>6</sup> An Enhanced Direct Deposit is an electronic deposit through the Automated Clearing House (“ACH”) Network of payroll, pension, social security, government benefits and other payments to your checking account totaling at least \$250 or more in a calendar month. An Enhanced Direct Deposit also includes all deposits via Zelle and other P2P payments when made via ACH using providers such as Venmo or PayPal. Teller deposits, cash deposits, check deposits, wire transfers, transfers between Citibank accounts, ATM transfers and deposits, mobile check deposits, and P2P payments using a debit card do not qualify as an Enhanced Direct Deposit.

<sup>7</sup> Uniform Transfers to Minors Accounts (UTMA) accounts are not charged a Monthly Service Fee when the beneficiary is younger than 18 years of age.



### **What are fees charged by ATM operators?**

When you use a Network ATM other than at a location within our surcharge-free network, you may be charged a fee by the ATM operator or network, including for a balance inquiry even if you do not complete a transaction. Fees charged by ATM operators and networks are refunded by Citibank to customers in the Citigold or Citigold Private Client Relationship Tier. We rely upon data we receive from the ATM operator to accurately calculate the amount of the reimbursement to you. If you are charged a fee for the use of an ATM overseas or if you believe you did not receive a correct reimbursement, please contact us for a full refund. For fees imposed due to withdrawing cash from your linked Citibank credit accounts (including credit cards), see your applicable customer agreements.

## 5.3 Checking Accounts

Citibank offers two checking account products (collectively “Checking accounts”): Regular Checking accounts and Access Checking accounts.

### 5.3.1 Regular Checking accounts

Availability	Regular Checking accounts are available in all Citibank markets.
How to Apply	Regular Checking account applications are available in branch, on Citi Online, through the Citi Mobile App or by calling the phone number on the back of your Citibank Banking Card.
Key Features	Regular Checking accounts <ul style="list-style-type: none"><li>• offer check writing</li><li>• do not earn interest</li></ul>
Overdraft Protection	Safety Check is available for Regular Checking accounts. Upon application and subject to credit approval, a Checking Plus® (variable rate) Line of Credit for overdraft protection can be linked to a Regular Checking account.

### 5.3.2 Access Checking accounts

Availability	Access Checking accounts are available in all Citibank markets.
How to Apply	Access Checking account applications are available in branch, on Citi Online, through the Citi Mobile App or by calling the phone number on the back of your Citibank Banking Card.
Key Features	Access Checking accounts <ul style="list-style-type: none"><li>• do not offer check writing and checks cannot be ordered</li><li>• do not earn interest</li></ul> <p>Checks cannot be ordered for an Access Checking account. Any transactions on an Access Checking account that involve a check, including written checks, check by phone or third-party authorizations that come through as a check transaction will not be honored. When providing account and routing numbers to merchants to make a payment, (whether in person, electronically or over the phone) you need to ensure that the merchant is using the ACH (Automated Clearing House) system to process the transaction as an electronic debit, as ACH is an accepted form of payment for these account types. If the merchant processes a payment as a check, the check will be rejected and not paid. You may be charged a fee by the merchant if this happens.</p>
Overdraft Protection	Access Checking is designed so that certain transactions will not be authorized. For example, any PIN-based or Point of Sale, ACH or Debit card transaction, or ATM withdrawal initiated for an amount over your available account balance will be declined.  Neither Safety Check nor a Checking Plus® (variable rate) line of credit can be linked to an Access Checking account for overdraft protection. Citibank offers a limited exception to this rule. If your Regular Checking account in the Access Account Package was converted to an Access Checking account and had a linked Safety Check or Checking Plus® line of credit at the time of conversion, the existing links will remain. If a customer terminates their Safety Check or Checking Plus® line of credit link to an Access Checking account, they cannot be reinstated.

## 5.4 Savings Accounts

Citibank offers three savings and money market account products (collectively “Savings accounts”) that give you the ability to earn short-term market rates: the Citi Savings account, the Citi Accelerate Savings account, and the Citi Miles Ahead Savings account. In limited circumstances, customers may be eligible for a fourth Savings account product, a Court Ordered Money Market account (Please refer to section 5.4.4 *Court Ordered Money Market (COMMA) accounts*).

Savings accounts are available in select markets. Certain Savings accounts may have eligibility requirements such as card ownership for Citi Miles Ahead Savings accounts and court orders for COMMA accounts. You will be advised of your eligibility to open a particular Savings account at the time of account opening, but please also see eligibility requirements under each Savings account description in this Agreement.

**Reservation.** We reserve the right to require 7 days advance notice before permitting a withdrawal from all Savings accounts. We currently do not exercise this right and have not exercised it in the past.

### 5.4.1 Citi Savings accounts

**Please note:** “Citi Savings account” refers to a specific Savings account type and not to any Savings account at Citibank.

Availability	Citi Savings accounts are available in select markets. Applicants 1) who apply in a physical branch location or with an employee in a physical branch by phone (including video calls) or 2) who use a residential address in one of the following locations are eligible to apply to open a Citi Savings account: California, Connecticut, the District of Columbia, Maryland, Nevada, New Jersey, New York, Virginia, and select markets in Florida and Illinois.
How to Apply	Citi Savings accounts are available in branch, on Citi Online, through the Citi Mobile App or by calling the phone number on the back of your Citibank Banking Card.
Key Features	The Citi Savings account offers check writing and access to funds via an ATM card. The Citi Savings account does not have any limitations on the number of withdrawals you make in your account, including the number of check transactions.

### 5.4.2 Citi Accelerate Savings accounts

Availability	Citi Accelerate Savings accounts are available in select markets. Applicants must use a residential address in one of the following locations when applying to open a Citi Accelerate Savings account: Armed Forces America, U.S. Armed Forces — Europe, Alaska, Alabama, U.S. Armed Forces — Pacific, Arkansas, American Samoa, Arizona, Colorado, Delaware, Georgia, Guam, Hawaii, Iowa, Idaho, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Maine, Michigan, Minnesota, Missouri, Northern Mariana Islands, Mississippi, Montana, North Carolina, North Dakota, Nebraska, New Hampshire, New Mexico, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virgin Islands, Vermont, Washington, Wisconsin, West Virginia, Wyoming and select markets in Florida and Illinois.
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**How to Apply** You cannot apply to open a Citi Accelerate Savings account in a physical branch location or with an employee in a physical branch by phone (including video calls). You may apply to open a Citi Accelerate Savings account on Citi Online, through the Citi Mobile App or by calling the phone number on the back of your Citibank Banking Card.

**Key Features** The Citi Accelerate Savings account does not offer check writing but provides access to funds via an ATM card. The Citi Accelerate Savings account does not have any limitations on the number of withdrawals you make in your account. Any transactions on a Citi Accelerate Savings account that involve a check, including written checks, check by phone or third-party authorizations that come through as a check transaction will not be honored.

### 5.4.3 Citi Miles Ahead Savings accounts

**Availability** Only select “Eligible Cardmembers” who have received a direct communication or advertisement (“Communication”) from Citibank inviting them to apply are eligible for the Citi Miles Ahead Savings account. You are only eligible to open a Citi Miles Ahead Savings account associated with the Eligible Card stated in the Communication. Eligible Cardmembers who already own a Citi Miles Ahead Savings account cannot open another Citi Miles Ahead Savings account.

**How to Apply** Although a Citi Miles Ahead Savings account can be owned by more than one owner, the owner of the Eligible Card identified on the Communication must be the first titled owner on the Citi Miles Ahead Savings account. Eligible Cardmembers must furnish or have a valid Form W-9 (Request for Taxpayer Identification Number and Certification) on file with Citibank or Form W-8BEN (Certification of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)) on file with Citibank and are not subject to back-up withholding.

Eligible Cardmembers can apply to open a Citi Miles Ahead Savings account on Citi Online, through the Citi Mobile App or by calling the phone number on the back of your Citibank Banking Card. Citi Miles Ahead Savings accounts cannot be opened in a physical branch location or with an employee in a physical branch by phone (including video calls).

Applicants must use a residential address in one of the following locations when applying to open a Citi Miles Ahead Savings account: Armed Forces America, U.S. Armed Forces — Europe, Alaska, Alabama, U.S. Armed Forces — Pacific, Arkansas, American Samoa, Arizona, Colorado, Delaware, Georgia, Guam, Hawaii, Iowa, Idaho, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Maine, Michigan, Minnesota, Missouri, Northern Mariana Islands, Mississippi, Montana, North Carolina, North Dakota, Nebraska, New Hampshire, New Mexico, Ohio, Oklahoma, Oregon, Pennsylvania, Puerto Rico, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virgin Islands, Vermont, Washington, Wisconsin, West Virginia, Wyoming and select markets in Florida and Illinois.

## Key Features

Citi Miles Ahead Savings accounts are associated with the one Eligible Card identified in the Communication. “Eligible Cards” are identified in your Communication as Citi® / AAdvantage® Platinum Select® World Elite™ Mastercard®, Citi® / AAdvantage® Executive World Elite™ Mastercard®, Citi® / AAdvantage® Gold World Elite™ Mastercard® and American Airlines AAdvantage MileUp<sup>SM</sup> credit cards.

The Citi Miles Ahead Savings account does not offer check writing but provides access to funds via an ATM card. Any transactions on a Citi Miles Ahead Savings account that involve a check, including written checks, check by phone or third-party authorizations that come through as a check transaction will not be honored.

**CAMB** Citi Miles Ahead Savings accounts are included in your CAMB.

**Bonus Miles** New Citi Miles Ahead Savings accounts opened by a Tax Certified Eligible Cardmember can earn up to 50,000 AAdvantage Bonus Miles (“Bonus Miles”) if they fulfill Required Activities.

### Required Activities

**First**, deposit at least the “Minimum Balance” for one of the “Levels” (refer to the Bonus Miles Chart) in New-to-Citibank Funds into your new Citi Miles Ahead Savings account by the 20th Day after account opening. If you open your new Citi Miles Ahead Savings account over the phone, we will look at the 30th Calendar Day after you open your account to determine your Maximum Bonus Miles. Multiple deposits are allowed.

“New-to-Citibank Funds” are funds deposited from accounts external to Citibank, N.A. and deposited: 1) using Enhanced Direct Deposit, or 2) with checks, or 3) through wire transfers. Cash deposits, Citi Global Transfers, Citi debit cards, and transfers between Citibank accounts do not qualify as New-to-Citibank Funds.

### Bonus Miles Chart

Level	Minimum Balance	Maximum Bonus Miles
1	\$10,000.00 – \$49,999.99	20,000 miles
2	\$50,000.00 – \$199,999.99	40,000 miles
3	\$200,000.00 +	50,000 miles

**Second**, on the 20th Day after you open your Citi Miles Ahead Savings account we will check your “On Deposit” balance in New-to-Citibank Funds to determine the Maximum Bonus Miles you can potentially earn (“Balance”). You must maintain at least the Level 1 Minimum Balance for 60 consecutive calendar days starting on the 21st day, or 31st if you opened your account by phone, (“Maintenance Period”) to earn the Bonus Miles. **Please understand if your Balance falls into a lower Minimum Balance Level for even one day during the Maintenance Period, your Maximum Bonus Miles will change (refer to the Bonus Miles Chart).** For example, if you were in Level 3 on the 20th Day, and your balance drops to Level 1 during the Maintenance Period, you will be eligible to earn the Bonus Miles in Level 1.

**Third**, your Citi Miles Ahead Savings account and Eligible Card must be open and in good standing from the time you open your new Citi Miles Ahead Savings account until the time the applicable miles are credited. The Bonus Miles will be credited within 90 calendar days from the date you complete all Required Activities.

**Important Tax Information: Cash equivalent of the bonus miles will be reported to IRS as interest to the first titled owner on the account, in the year received, as required by applicable law. Bonus payments received by U.S. citizens or resident aliens will be reported on IRS Form 1099-INT. Bonus payments received by non-resident aliens will be reported on IRS Form 1042-S. Customer is responsible for any applicable taxes and consulting a tax advisor. Citi is not a tax advisor.**

## Miles Boost

Citi Miles Ahead Savings accounts offer a Miles Boost. Eligibility for the Miles Boost is determined by the Average Monthly Balance (AMB) of the Citi Miles Ahead Savings account. AMB is calculated through the last Business Day of the month and will appear in the fee box on your Account Statement.

After your Citi Miles Ahead Savings account reaches an AMB of \$10,000 (“Additional Miles Eligibility Date”), you will earn 25% more AAdvantage Miles for the first fifty thousand dollars (\$50,000) in purchases per calendar year appearing on your Eligible Card’s billing statement (“Miles Boost”).

For example, if your January AMB is \$10,000 and you earn 1,000 AAdvantage Miles for purchases made in a billing cycle, then you will earn an additional 250 AAdvantage Miles for the billing cycle that ends in February under the Miles Boost. If your February AMB is \$500, you will not earn a Miles Boost for your billing cycle that ends in March. If your March AMB rises above \$10,000 again, you will receive the Miles Boost starting on the billing cycle that ends in April.

## Miles Exclusions and Restrictions

AAdvantage® Miles earned from the Miles Boost do not count toward elite-status qualification or AAdvantage Million Miler<sup>SM</sup> status.

Citi Miles Ahead Savings account owners will not earn a Miles Boost for:

- Purchases made using a different Eligible Card than the one associated with your Citi Miles Ahead Savings account;
- Purchases appearing on an Eligible Card after the Eligible Card or Citi Miles Ahead Savings account closes;
- Purchases appearing on an Eligible Card billing statement if the AMB in your Citi Miles Ahead Savings account was less than 10,000 for the calendar month preceding the Eligible Card billing statement date. For example, if your Eligible Card billing statement is dated July 10, and the AMB in your Citi Miles Ahead Savings account for the month of June was nine thousand (\$9,000) dollars, you will not earn a Miles Boost for purchases appearing on that July 10 billing statement.
- AAdvantage® Miles earned through promotional offers on your Citi®/AAdvantage® Credit Card, including acquisition bonus mile offers or other promotional bonus mile offers made to existing cardmembers.

## Changes to Citi Miles Ahead Savings

American Airlines reserves the right to change the AAdvantage® program and its terms and conditions at any time without notice, and to end the AAdvantage® program with six months notice. Any such changes may affect your ability to use the awards or mileage credits that you have accumulated.

## American Airlines

American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program visit, [aa.com/AAdvantage](http://aa.com/AAdvantage). American Airlines, AAdvantage®, the Flight Symbol logo, and AAdvantage Million Miler<sup>SM</sup> are marks of American Airlines, Inc.

**APYs and Interest Rates** Annual Percentage Yields and interest rates for Citi Miles Ahead Savings accounts are variable, determined by Citibank at its sole discretion, and can change at any time before and after account opening. The APY and interest rates for Citi Miles Ahead Savings accounts are based on your Balance Range in your Citi Miles Ahead Savings account. Balances in EDI accounts linked to your Citi Miles Ahead Savings account will not be included in your interest calculation. Citibank may assign the same APY or interest rate to more than one balance range. Balance Ranges for Citi Miles Ahead Savings account include:

\$0 – \$9,999.99

\$10,000 – \$49,999.99

\$50,000 – \$199,999.99

\$200,000 +

Please refer to section *5.4.6 Rate Information and Interest Calculation for Savings Accounts* for additional APY and interest rate information.

#### **5.4.4 Court Ordered Money Market (COMMA) accounts**

**How to Apply** In limited circumstances, applicants may be eligible to apply to open a Court Ordered Money Market (COMMA) account. A COMMA account is a Savings account subject to a court order. COMMA accounts can only be opened in a branch in the state in which the court order is issued. COMMA accounts are opened through the Special Title account application process which includes providing information about the beneficiary. Please refer to your applicable court order for necessary requirements.

**Key Features** COMMA accounts are ineligible for checks unless allowed by the COMMA account's applicable court order. COMMA accounts are ineligible for ATM Cards.

**Fees** There is no monthly service fee for COMMA accounts. COMMA accounts are subject to all other fees associated with Savings accounts.

**APYs and Interest Rates** Annual Percentage Yields and interest rates for COMMA accounts are variable, determined by Citibank at its sole discretion, and can change at any time without notice. This may affect the actual amount of interest earned. The APY and interest rate for COMMA accounts will be equal to the highest, non-promotional current APY and interest rate available to Citibank branch customers for Savings accounts available in the state where the court order is issued, regardless of account balance and excluding the following: Promotional Rates for New Citi Savings accounts, APYs and interest rates for customers in a Relationship Tier, and APYs and interest rates for savings accounts opened through Citi Global Wealth at Work, International Personal Bank, Citi Alliance, and Citi Private Bank.

Please refer to section *5.4.6 Rate Information and Interest Calculation for Savings accounts* for additional APY and interest rate information.

**Relationship Tiers and CAMB** COMMA accounts are ineligible for Relationship Tiers. COMMA accounts cannot be included in CAMB.



## 5.4.5 Promotional Rate Feature for New Citi Savings accounts

### Availability

New Citi Savings accounts opened by Tax Certified customers in a physical branch (or with an employee in a physical branch by phone - including video calls) (“New Citi Savings” account) will receive a “Promotional Rate” during Offer Periods if they fulfill Required Activities. Please refer to your Rate Sheet to learn the Promotional Rates for New Citi Savings accounts, the minimum balance required to receive the Promotional Rates, and whether you opened your New Citi Savings account during an Offer Period.

- The following Savings and Checking accounts do not qualify for New Citi Savings account Promotional Rates: Citi Accelerate Savings, Citi Miles Ahead Savings, Citibank Savings Plus, and COMMA accounts; Savings and Checking accounts that are fiduciary, estate, business, retirement (IRAs, education savings plans, money purchase pension plans and profit-sharing plans) accounts; and savings and checking accounts opened through Citi Global Wealth at Work, International Personal Bank, Citi Alliance, and Citi Private Bank. Savings and Checking accounts owned by living trust accounts qualify, but other Savings accounts held in trust accounts do not qualify for the Promotional Rate.
- “Tax Certified” customers must complete the following requirements: U.S. persons must furnish or have a valid IRS Form W-9 (Request for Taxpayer Identification Number and Certification) on file with Citibank, and foreign individuals must furnish or have a valid IRS Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)) on file with Citibank. Accounts subject to backup withholding do not qualify for the Promotional Rate.

### Required Activities

**First**, deposit at least the “Minimum Balance” in New-to-Citibank Funds into your New Citi Savings account within 10 Business Days of account opening. Please refer to the Rate Sheet provided. We will check your “On Deposit” balance in New-to-Citibank Funds on the 11th Business Day after you open your New Citi Savings account to determine if you meet the Minimum Balance and will continue to earn the Promotional Rate.

- “New-to-Citibank Funds” are funds deposited from accounts external to Citibank, N.A. and deposited: using Zelle, domestic ACH transfer, Direct Deposit, checks drawn on banks other than Citibank N.A. or wire transfer. Direct Deposits for the Promotional Rate are electronic deposits through the Automated Clearing House (ACH) Network of payroll, pension, social security, government benefits and other payments to your checking or savings account. Cash deposits, Citi Global Transfers, Citi debit cards, transfers between Citibank accounts (other than as described above), international ACH transfers, funds from CitiBusiness accounts, mobile check deposits, and payments and deposits via person-to-person transfer services such as Apple Pay, PayPal, and Venmo (except Zelle) do not qualify as New-to-Citibank Funds, or Direct Deposits, for this Promotional Rate.
- You can deposit the Minimum Balance into a Citibank Checking account if: (1) the New-to-Citibank Funds are deposited within 10 Business Days of opening your New Citi Savings account, (2) the Checking account is linked to your New Citi Savings account, and (3) you transfer the New-to-Citibank Funds directly from the linked Checking account into your New Citi Savings account within 10 Business Days of opening your New Citi Savings account. Checking account restrictions apply. Please refer to *Availability*.

**Second**, maintain your Minimum Balance. For three (3) months after opening your New Citi Savings account, you will receive the Promotional Interest Rate each day you maintain at least the Minimum Balance in your New Citi Savings account, but please understand if your On Deposit balance drops below the Minimum Balance your Promotional Rate will expire, and your New Citi Savings account will receive the current non-promotional APY and interest rate for Citi Savings accounts. Please refer to your Rate Sheet for the APYs and interest rates applicable to your account.



**Promotional Interest Rate Expiration** Once the Promotional Interest Rate expires, it cannot be reinstated, and your New Citi Savings account will be subject to the non-promotional APY and interest rate for Citi Savings accounts in effect at that time. Your Promotional Interest Rate will expire on the earliest of:

- Three (3) months after the date your New Citi Savings account is opened,
- The date your New Citi Savings account has earned the maximum amount of interest from the Promotional Interest Rate, please refer to the Maximum Interest Earned in the Rate Sheet, or
- Any time after 10 Business Days from the time your New Citi Savings account was opened, when your On Deposit balance drops below the Minimum Balance to receive the Promotional Interest Rate, as described in the Rate Sheet.

**APY for the Promotional Rate** Annual Percentage Yield, as used for the Promotional Rate, is a percentage rate reflecting the total amount of interest paid on an account, based on the combination of the Promotional Interest Rate with the non-promotional Interest Rate that will apply after the Promotional Interest Rate expires, compounded daily for a period of one year assuming no fees, additional deposits or withdrawals, and the non-promotional Interest Rate remains the same for the rest of the one year period. The APY assumes the Promotional Interest Rate expires three (3) months after the account is opened or when the Maximum Interest Earned is reached, whichever is earlier.

Please refer to section *5.4.6 Rate Information and Interest Calculation for Savings accounts* for additional APY and interest rate information.

## 5.4.6 Rate Information and Interest Calculation for Savings accounts

This section applies to all Savings accounts. Differences for Savings account types and/or features may occur in how the APY and interest rate are determined, such as different factors for COMMA accounts and different balance ranges for Citi Miles Ahead Savings accounts and Promotional Rate offers.

### **Savings Account APYs and Interest Rates**

“Annual Percentage Yield” (APY) as used in this document is a percentage rate reflecting the total amount of interest paid on an account, based on the current interest rate compounded daily for a period of one year assuming no fees, additional deposits or withdrawals, and the interest rate remains the same for the entire year. “Interest Rate” is the annual interest paid represented as a percentage assuming no change in rate and does not reflect compounding. “Annual Percentage Yield Earned” (APYE) shown for an account on the Account Statement is an annualized rate that reflects the total amount of interest paid on the account during the Statement Period. The APYE is calculated using the relationship between the interest posted to the account and the sum of the daily balances for those days where balance is above zero in the Statement Period divided by the number of days in the Statement Period.

Annual Percentage Yields and interest rates for Savings accounts are variable, determined by Citibank at its sole discretion, can change at any time without notice. This may affect the actual amount of interest earned. Please refer to your applicable rate sheet. For current Annual Percentage Yields and interest rates, please use Citi Online or the Citi Mobile App or speak to a banker in a branch or by calling the phone number on the back of your Citibank Banking Card.

Every Savings account is assigned to a Rate Region at the time of account opening. The Rate Sheet provided at the time of account opening will identify the account’s Rate Region. Rate Regions may have different Annual Percentage Yields and interest rates. For a Savings account, the APY and interest rate applicable to a Rate Region may vary depending on one or more of the following factors:

- a. Product;
- b. Relationship Tier;
- c. Applicable promotion;
- d. Account balance<sup>8</sup>.

Please refer to the rate sheet provided to you when your account was opened to learn which factor(s) impact the APY and interest rate applicable to your Rate Region.

**When Interest Begins to Accrue.** Non-Cash items, such as checks, deposited to a Savings account begin to earn interest on the date Citibank receives credit for the funds. This date will be no later than the second Business Day after the Business Day the check deposit is received. A cash deposit begins to earn interest on the Business Day the cash deposit is received.

**Interest Compounding and Crediting.** Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

**Interest Calculation Method.** We use the daily balance method to calculate interest. This method uses the daily balance of all deposited funds in your account on which we have received credit to determine the applicable interest rate each day of the Statement Period. The interest rate may be adjusted at any time during the Statement Period based on the assigned Relationship. This method may cause a change in the amount of interest you earn depending on the daily balance changes in your Savings account. The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your Account Statement if there have been intervening transactions.

**Interest Adjustment.** An interest adjustment for a transaction occurring during a Statement Period may be reflected on your Account Statement in the next Statement Period, rather than in the Statement Period in which it occurs.

**Interest on Closed Savings Accounts.** If the account is closed before the end of the Statement Period, interest will be paid for the number of days the account was open during the Statement Period in accordance with the daily balance method.

**Current Interest Rates and Annual Percentage Yields.** For current interest rates and Annual Percentage Yields, please log in to Citi Online or the Citi Mobile App or speak to a banker in a branch or by calling the phone number on the back of your Citibank Banking Card.

<sup>8</sup> Even if the Rate Sheet applicable to a Savings account does not use Account Balances to impact the APY and interest rate applicable to your Rate Region, Citi reserves the right to apply an APY or interest rate based on the range of your account balance. Balances in EDI Accounts linked to your Savings account will not be included in your account balance calculation, even though they will contribute to your CAMB. Citi may assign the same APY or interest rate to more than one balance range. Balance ranges for Citi Savings accounts, Citi Accelerate Savings accounts, and Citibank Savings Plus accounts include:

- \$0 – \$9,999.99
- \$10,000 – \$24,999.99
- \$25,000 – \$49,999.99
- \$50,000 – \$99,999.99
- \$100,000 – \$499,999.99
- \$500,000 – \$999,999.99
- \$1,000,000 +

## 5.5 Certificates of Deposit

Our certificates of deposit (CD) are time accounts. When you open a CD, and each time a CD renews, you agree to leave your funds in the account for the term which is a specific amount of time. The Maturity Date is the last day of the term and the day the CD matures. The Maturity Date is the first day you can withdraw funds without paying an early withdrawal penalty. CDs have a fixed interest rate during the term.

### CD Types and CD Terms

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- Certificates of Deposit** Multiple term options available:
- Term options with interest paid monthly or at maturity: 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 Month CDs
  - Term options with interest paid monthly: 13, 14, 15, 18, and 30 Month CDs; 2, 3, 4, and 5 year CDs
- 

**No Penalty CD** Available for a 12 month term with the no penalty feature for the first term only, and interest paid monthly. The No Penalty CD allows withdrawal of your full balance and interest without penalty after the first six (6) calendar days you make the minimum deposit into your new CD and your deposit has been fully collected. An early withdrawal penalty applies to withdrawals made during the first 6 days. Partial withdrawals before maturity, including interest withdrawals, are not permitted. If you want to withdraw funds before maturity, you must close your No Penalty CD. No Penalty CDs automatically renew without the no penalty feature to a 12 month CD. You cannot renew an existing CD into a No Penalty CD. A No Penalty CD is only available for new No Penalty CD accounts. If you want to change your existing CD to a No Penalty CD, you must first close your existing CD and then open a new No Penalty CD.

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**Step Up CD** Available for a 30 month term with the step up feature for the first term only, and interest paid monthly. The Step Up CD has 3 fixed interest rates for each period during the term beginning with Months 1 through 10, Months 11 through 20, and Months 21 through 30. Step Up CDs automatically renew without the step up feature to a 30 month CD. You cannot renew an existing CD to a new Step Up CD. A Step Up CD is only available for new Step Up CD accounts. If you want to change your existing CD to a Step Up CD, you must first close your existing CD and then open a new Step Up CD.

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**Minimum Balance.** The minimum balance required to open a Certificate of Deposit account is \$500. We may offer promotions, from time to time, which may require a different account opening balance. No additional deposits are permitted during the term. A CD account will automatically be closed after 20 consecutive calendar days with a zero balance. Citibank reserves the right to close the CD if the balance falls below any applicable minimum balance requirement. We will notify you that we closed your account if required by law.

**Monthly Service Fee.** There is no separate monthly service fee for a Certificate of Deposit.

**Check Writing.** Certificates of Deposit do not offer check writing.

**APYs and Interest Rates.** Annual Percentage Yield (APY) as used in this document is a percentage rate reflecting the total amount of interest paid on an account, based on the interest rate compounded daily for a period of one year assuming no fees, additional deposits or withdrawals, and the interest rate remains the same for the entire year. "Interest Rate" is the annual interest paid represented as a percentage assuming no change in rate and does not reflect compounding.

Annual Percentage Yields and interest rates for CDs are determined by Citibank at its sole discretion and can change at any time without notice before a term begins for a new account and renewal. Interest rates are fixed for the CD term. The APY for a Step Up CD is a Composite APY based on 3 fixed interest rates during the term for Months 1 through 10, Months 11 through 20, and Months 21 through 30. The APY on your CD assumes interest will remain on deposit in the CD account until maturity. A withdrawal will reduce earnings. For current interest rates and Annual Percentage Yields, please log in to Citi Online or the Citi Mobile App or speak to a banker in a branch or by calling the phone number on the back of your Citibank Banking Card.

For a new CD, the APY and interest rate is based on the CD type, CD term, account balance, and applicable promotion at account opening. For a renewing CD, the APY and interest rate will be the APY and interest rate in effect on the CD renewal date for the CD term and account balance. When the APY is based on account balance, the applicable balance range will be used to determine your APY and interest rate; account balance may not be a factor for all CD terms. Citibank may assign the same APY and interest rate to more than one balance range. Please refer to your applicable Rate Sheet. Balance ranges include:

\$0 – \$9,999.99

\$10,000 – \$24,999.99

\$25,000 – \$49,999.99

\$50,000 – \$99,999.99

\$100,000 – \$499,999.99

\$500,000 – \$999,999.99

\$1,000,000+

Every CD account is assigned to a Rate Region at account opening, which is identified on the Rate Sheet provided at account opening. Citibank reserves the right to apply an APY and interest rate based on the account's Rate Region, apply different APYs and interest rates for different Rate Regions, and assign the APY and interest rate applicable to a Rate Region based on one or more of the following: CD type, CD term, account balance, and applicable promotion.

Please refer to your applicable Rate Sheet to learn which factor(s) affect the APY and interest rate applicable to your Rate Region.

**When Interest Begins to Accrue.** Interest begins to accrue as of the calendar day you open your CD account. Balances in EDI accounts linked to your CD account will not be included in your interest calculation, even though they will be included in your CAMB.

**Interest Compounding and Crediting.** Interest is compounded daily starting as of the calendar day you open your CD account, for the actual number of days your money is on deposit. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

All CDs are available with the monthly interest feature. CD terms of one year or less also are available with the interest at maturity feature. The No Penalty CD is only available with the monthly interest feature. When you select the interest at maturity feature, interest is credited on the Maturity Date. When you select the monthly interest feature, interest is credited to your account after the close of business on the last Business Day of each month, and on the Maturity Date. Interest is paid up to but not including the Maturity Date. If you open your CD or your CD renews during the last week of any month, interest from the new CD opening date or CD renewal date to the end of the month may be included with the interest for the first full month after the CD is opened or renewed. If the end of the month occurs during the Grace Period, interest accrued during the Grace Period will be included in the next month's interest for renewed CDs. If the CD account is closed before maturity, the interest minus any applicable early withdrawal penalty will be reflected in the closeout balance.

**Interest Calculation Method.** We use the daily balance method to calculate interest. This method applies a daily periodic rate to the balance in the account each day.

**Interest Withdrawal.** You may withdraw interest before maturity after it has been credited to your CD account without an early withdrawal penalty. You may request to have credited interest deposited to another account you have with us or sent to you in the form of a check. When your CD automatically renews and after the grace period, interest will be added to your principal balance and will no longer be available for withdrawal without penalty. No Penalty CDs do not allow partial withdrawals before maturity, including interest withdrawals.

The APY on your CD assumes interest will remain on deposit in the CD account until maturity. A withdrawal will reduce earnings.

**Automatic Renewal and Grace Period.** Your CD will automatically renew at maturity for the same CD term at the APY and interest rate in effect on the Maturity Date which is the renewal date, unless: (1) you change your CD term, or (2) the same term is not available and we notify you that your CD term is changing. Account promotions will not apply to renewing CDs, unless specifically stated otherwise.

If you do not want your CD to automatically renew, you can make changes during the Grace Period. The Grace Period begins on the day after the Maturity Date and is up to 7-calendar days. If the last day of the Grace Period is a non-Business Day (a weekend or bank holiday), the Grace Period ends on the last Business Day before the non-Business Day (the Grace Period End Date). During the Grace Period you can change your CD term, deposit additional funds, or withdraw funds without paying an early withdrawal penalty. If you change your term, make a deposit, or withdraw funds during the Grace Period: (a) the Grace Period will end that day, your renewed CD will have a new opening date which is your renewal date, your renewed CD will have a new Maturity Date, and you will not be able to make any changes without penalty until the new Maturity Date; (b) we will pay interest from the Maturity Date until the day before your new opening date (but not more than 7-calendar days) at the interest rate in effect on the Maturity Date; and (c) your renewed CD will be assigned the APY and interest rate in effect on your new opening date which is your CD renewal date.

Your account number will not change when your CD renews.

**Early Withdrawal Penalties.** Citibank will impose a substantial penalty if you withdraw any amount from the principal before the Maturity Date. It may be necessary to deduct all or a portion of the penalty from the principal amount of the deposit. Early withdrawal penalties are calculated on the amount of the principal withdrawn. A 90-day simple interest penalty will apply for CD terms of 1 year or less, and a 180-day simple interest penalty will apply for CD terms greater than one year. There is no early withdrawal penalty if the account owner dies or is declared legally incompetent.

The No Penalty CD allows withdrawal of your full balance and interest without penalty after the first six (6) calendar days you make the minimum deposit into your new CD account and your qualifying deposit has been fully collected. A No Penalty CD withdrawal made during the first 6 days will result in an early withdrawal penalty. A No Penalty CD does not allow partial withdrawals before maturity, including interest withdrawals.

## 5.6 IRA Accounts

Citibank offers Traditional and Roth Individual Retirement Accounts (collectively “IRAs” or “IRA accounts”) with savings account and certificate of deposit account options. Please refer to the Citibank IRA plan documents for additional IRA account product information. IRAs will receive a separate annual fair market value summary and may include important legal notices about your account. Speak to a banker, visit Citi Online, or calling Retirement Plan Services at 1-800-695-5911 for more information. For TTY: We accept 711 or other Relay Service.

## 5.7 Select Products

Citibank offers select products and services to eligible customers. Please refer to *ibank@citi* in this Agreement and *Appendix 3: Discontinued Products, Services and Features* for information about certain products no longer sold at Citibank.

## 5.8 Fees

Citibank generally charges fees for its products and services. Citibank charges Monthly Service Fees, Non-Citi ATM fees, fees disclosed on *Appendix 1: Fee Schedule* as amended from time to time, and fees disclosed and charged at the time a transaction is performed or a service is provided.

Please refer to documentation provided at the time a transaction is performed or a service is provided for applicable fees. Fees listed in this section refer only to fees charged by Citibank and is not a representation of potential fees imposed by other banks.

Citibank does not charge fees for every product and service it provides to customers. Examples of services that we provide at no charge to all deposit customers include:

### Services provided at no charge

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>• Bond Coupon Redemption</li><li>• Citibank® Global Transfer Service<br/><i>For Citibank® Global Transfers made in foreign currency, Citibank's exchange rate includes a commission for the conversion service. For more information, please refer to section 8.2.4 Citibank® Global Transfer Service.</i></li><li>• Collection of Notes &amp; Sight drafts on domestic bank</li><li>• Consular Verification Letters</li><li>• Copies<ul style="list-style-type: none"><li>• Cancelled checks</li><li>• Interim Statements</li></ul></li><li>• Account Statements so long as the Account Statement was issued within 7 years of the request</li></ul> | <ul style="list-style-type: none"><li>• Domestic bank collections<br/><i>Additional fees may apply as a result of fees charged for collection of the item by other institutions.</i></li><li>• Foreign Currency Exchange — \$1,000 and over</li><li>• Overdraft and Returned Items</li><li>• Overdraft Protection Transfer</li><li>• PIN Mailer — Domestic, Expedited Mail</li><li>• PIN Mailer — Domestic, Standard Mail</li><li>• PIN Mailer — International Express</li></ul> |
|---|--|



# 6 Opening and Closing Accounts

## 6.1 Opening a deposit account

All accounts are opened subject to our ability to verify your identity. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. When you apply for an account, we will ask for information that will allow us to identify you. We may also ask for your driver’s license or other identifying documents.

Your ability to perform or request certain account transactions on a new account may be delayed until your account is open and active, including wire transfers, deposits, and other services. Your account opening date is the date your account is open and active based on the following times. Certain times are based on Eastern Time and others are based on Central Time. Account opening transactions that are completed prior to the cut-off time on a Business Day are recorded as having occurred on that day. Account opening transactions that complete after the cut-off time are recorded as having occurred the next Business Day. The exception to the Business Day rule is Certificates of Deposit opened via Citi Online.

Certain times are based on Eastern Time and others are based on Central Time.

Account Type		Cut-off Time
Checking Accounts	Citibank Branch	Branch Closing Time — Please refer to the end of Business Day information posted in the branch.
	Phone	10:30 PM Eastern Time (9:30 PM Central Time)
	Citi Online & Citi Mobile App	10:30 PM Eastern Time (9:30 PM Central Time)
Savings Accounts	Citibank Branch	Branch Closing Time — Please refer to the end of Business Day information posted in the branch.
	Phone	10:30 PM Eastern Time (9:30 PM Central Time)
	Citi Online & Citi Mobile App	10:30 PM Eastern Time (9:30 PM Central Time)
Certificates of Deposit	Citibank Branch	Branch Closing Time - Please refer to the end of Business Day information posted in the branch.
	Phone	10:30 PM Eastern Time (9:30 PM Central Time)
	Citi Online	11:59 PM Central Time

### Governing Law

Accounts, products and services are governed by federal laws and regulations and to the extent not preempted by federal law or otherwise inapplicable, by the laws and regulations of the “Governing State” applicable to your account. State conflict of law provisions will not apply.

Opening an account in a physical branch location:

If you open your account in a physical branch location or with an employee in a physical branch by phone (including video calls), the Governing State applicable to your account will be the state where the branch is located.

Opening an account through other methods:

If you open your account on Citi Online (including Citi Mobile App) or by telephone other than with an employee in a physical branch by phone (including video calls), we will use the residential address (not your mailing address) you provide when opening your account to assign your Governing State.

- a. If you provide a residential address in California, Connecticut, Florida, Illinois, Maryland, Nevada, New Jersey, New York, Texas, Virginia or the District of Columbia when opening your account, your Governing State will be that state.
- b. If you use a residential address in any other state, territory or possession, your Governing State will be South Dakota.

When existing customers open a new account, please confirm your residential address is current.

If you notify us of a change of residential or mailing address after your account is opened, that change will not affect the Governing State applicable to your account. You may have accounts with different Governing States. Please note plan documents determine the Governing State applicable to retirement accounts.

**Other Laws.** This Agreement provides information about financial services provided by Citibank in the United States and its territories. It is not, and should not be construed as, an offer, invitation or solicitation of services to individuals outside of the United States. Your eligibility for a particular product and service is subject to a final determination by Citibank.

If your country of residence is other than the United States or the Commonwealth of Puerto Rico, you acknowledge that you are responsible for, and agree that you will comply with, all laws, regulations, and rules applicable to your accounts, products and services with us, including any tax, foreign exchange, or capital controls, and for all payments, reporting or filing requirements that may apply as a result of your country of citizenship, domicile, or residence.

**Important Note to Australian Resident Clients.** Citibank N.A.: (i) is exempt from the requirement to hold an Australian financial services license under the Australian Corporations Act 2001 in respect of its provision of financial services to you; and (ii) is regulated by the Federal Reserve, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency of the U.S. under U.S. laws, which differ from Australian laws.

### **Rate Region**

Every deposit account is assigned to a "Rate Region." The Rate Region is used to determine the APY and interest rate applicable to interest-bearing accounts.

Opening account in a physical branch location:

- a. If you open your account in a physical branch or with an employee in a physical branch by phone (including video calls), the Rate Region applicable to your account will be the state where the branch is located.

Opening an account through other channels:

- a. If you open your account online (including Citi Mobile) or by telephone other than with an employee in a physical branch by phone (including video calls), we will use the residential address (not your mailing address) you provide when opening your account to assign your Rate Region.
- b. If you use a residential address in California, Connecticut, Florida, Illinois, Maryland, Nevada, New Jersey, New York, Texas, Virginia or the District of Columbia when opening your account, your Rate Region will be in that state or a portion of that state.
- c. If you provide a residential address in any other state, territory or possession, your account will be assigned to the National Rate Region. Customers in the National Rate Region will be assigned a national rate. Within the National Rate Region, there could be regional differences which will be provided at account opening.

If you notify us of a change of residential or mailing address after your account is opened, that change will not affect the Rate Region applicable to your account. You may have accounts with different Rate Regions.



**Consumer Reporting Agency Information.** You authorize us to obtain a consumer report in connection with the application, update or renewal of any deposit or loan account you apply for and you understand that we may also obtain such reports at any time once you become a customer.

We may report information, including negative account activity, about you and any joint account owners or authorized signers on the account (including any account closed by Citibank) to a Consumer Reporting Agency. As a result, this may prevent you from obtaining services at other financial institutions, including opening an account. If you believe that we have inaccurately reported information to a Consumer Reporting Agency, you have the right to file a dispute with that Consumer Reporting Agency. You may also file a dispute by calling the phone number on the back of your Citibank Banking Card or write to us at Citibank — Consumer Report Inquiry, P.O. Box 769004, San Antonio, TX 78245-9989. We will review our files and respond to you in writing.

**Important Tax Information.**<sup>9</sup> When you apply to open an account, Citibank is required to obtain U.S. tax certification from each account owner. If U.S. tax certification is not provided, the account will be subject to backup withholding. An account must not be subject to backup withholding to be eligible to participate in most account promotions; please refer to the separate promotion terms and conditions, if applicable.

U.S. persons are required to furnish or have a valid Form W-9 (Request for Taxpayer Identification Number and Certification) on file with Citibank. Foreign individuals are required to furnish or have a valid Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)) on file with Citibank, and foreign entities are required to furnish or have a valid Form W-8BEN-E (Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)) on file with Citibank.

Citibank will apply backup withholding to income payments (e.g., interest) if you: (a) fail to provide a correct Taxpayer Identification Number (TIN), or (b) the U.S. Internal Revenue Service (IRS) notifies us that you furnished an incorrect TIN, or (c) you or we are notified by the IRS that you are subject to backup withholding. Additionally, the IRS may charge you a \$50 penalty for failing to provide Citibank with your correct Name/TIN combination. In some cases, a state and local tax authority may also require that we apply state and local backup withholding on income paid to your account when we are required to apply Federal backup withholding.

Interest received by U.S. Persons will be reported on IRS Form 1099-INT for the year received, as required by applicable law. Interest paid to non-U.S. Persons will be reported on IRS Form 1042-S for the year received. If 1099 reporting is required, Citibank will issue a 1099 to the first titled owner on the account. For jointly owned accounts that include both a U.S. owner and a foreign owner, we will issue the 1099 to the U.S. owner.

Please refer to the separate IRA account and other tax-qualified retirement account disclosures for additional requirements that may apply.

### **Foreign Account Tax Compliance Act**

In order for Citibank to be compliant with the provisions of The Foreign Account Tax Compliance Act (commonly known as “FATCA”), a U.S. federal tax law, Citibank may contact you to request additional information and/or documentation. Please understand that Citibank does not and will not in any way support any attempt by you to evade U.S. taxes or any request by you for help in avoiding detection under FATCA. Furthermore, since Citibank is not in the business of providing tax advice, you should not rely upon Citibank to determine the impact of FATCA on your own business activities or what your own compliance obligations are under FATCA. We encourage you to seek the advice of experienced tax advisors to determine what actions you need to take to become FATCA compliant. Your failure to comply with FATCA may result in restricted access or withholding of taxes from interest payments due to you.

<sup>9</sup> *IRS Circular 230 Disclosure: Citibank, N.A. its affiliates, and its employees are not in the business of providing tax or legal advice to any taxpayer outside of Citibank, N.A. and its affiliates. This information is not intended or written to be used, and cannot be used or relied upon, by any such taxpayer for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.*

## Account Ownership

Citibank Consumer Deposit Account ownership types include Individual, Joint, Informal Trusts, Uniform Gifts/Transfers to Minor Act, and Special Title Accounts. A Citibank Consumer Deposit Account cannot be owned by a business, including a business owned by one or more individuals.

**Individual Account** An account owned by only one natural person.

**Joint Account** An account owned by more than one natural person in joint tenancy. If one owner dies, ownership of the account will automatically pass to the surviving joint owner(s). Unless you designate otherwise on your signature card, application, or other bank documentation, we will assume that personal accounts opened by two or more individuals are intended to be joint tenancy accounts with the right of survivorship. We can act on the instruction of any one or more of the Joint Account owners. In the event of conflicting instructions or a dispute among Joint Account owners, we may require all joint account owners to act together in giving us instructions or performing transactions. Any Joint Account owner may close a Joint Account.

Each Joint Account owner is jointly and severally responsible for all activity related to the Joint Account, including responsibility for paying overdrafts created by any authorized signer(s) or party to the account, regardless of whether the Joint Account owner participated in the transaction or benefited from its proceeds. We may be required by legal process to pay all the funds in a Joint Account to satisfy a judgment against any or all Joint Account owners.

Each Joint Account must have at least one adult owner. Minors ages 13 to 17 may qualify to open a Joint Account. Please refer to the Governing Law of your account for information about legal rights and obligations of minors.

**Informal Trust Account** Sometimes referred to as a “Totten Trust”, “Pay on Death (POD)” or “In Trust For (ITF)” account, is an Individual or Joint account where the owner(s) designate one or more persons or entities (beneficiaries) to receive the funds in the account upon the death of the last surviving account owner. If more than one beneficiary is named in our records, they will share equally in the account proceeds. To change the beneficiary, all account owners must sign our documentation naming the new beneficiary. For FDIC insurance coverage, an Informal Trust Beneficiary must be a natural person or a charitable organization. Informal Trusts are not permitted for checking accounts.

**Uniform Transfers/ Gifts to Minor** (UTMA/UGMA Account) means an account where, pursuant to state law, an adult makes an irrevocable gift of the funds to a minor individual. The adult, as custodian, controls and manages the account for the benefit of the minor until adulthood. The definition of a minor varies by state; however, generally, one custodian and one minor are allowed per account, unless the account is established under Maryland’s UTMA rules. We act upon the custodian’s instructions. Citibank may, in its sole discretion, opt to close the UTMA account if it determines or has reason to believe that the minor has attained the age at which the UTMA terminates under applicable state law. Although Citibank may terminate the UTMA in this circumstance, Citibank is not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor’s date of birth. It is the custodian’s responsibility to properly distribute the funds in the account upon the minor’s death or attainment of age at which the UTMA terminates under applicable state law. You may wish to consult your tax advisor or attorney before opening a UTMA/UGMA Account.

## Special Title Accounts

Special Title Accounts are various forms of account ownership where one or more persons who are the account signers (fiduciaries) control and manage the account for the benefit of another person (beneficial owners). Citibank requires additional information and documents to maintain Special Title Accounts. Types of Special Title Accounts include, but are not limited to, accounts owned by, Estates, Formal Trusts, Guardianships, Conservatorships, Custodianships, Representative Payees, persons acting under a power of attorney or other agency, and Court Ordered Money Market (COMMA) accounts. For Special Title Accounts we act upon the fiduciary's instructions.

- "Estate Account" means an account held by a person appointed by a court (Executor, Administrator, or Personal Representative) to manage the property of a deceased person. The estate will need its own Taxpayer Identification Number (TIN) issued by the Internal Revenue Service (IRS).
- "Formal Trust Account" means an account owned by a revocable or irrevocable formal trust created with a document prepared by a legal professional. In some cases, the trust must have its own Taxpayer Identification Number (TIN) issued by the Internal Revenue Service (IRS).
- Other Special Title Accounts include where one person (fiduciary) manages funds for another person (beneficial owner), such as: Guardianships, Conservatorships, Custodianships, Representative Payees, persons acting under a power of attorney or other agency, and COMMA accounts (Please refer to section 5.4.4 *Court Ordered Money Market (COMMA) accounts*).

### Certain Deposit Accounts with Transactional Features

If you have opened a deposit account on behalf of the beneficial owner(s) of the funds in the account (for example, as an agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for FDIC "pass-through" insurance. This means the account may qualify for more than the standard deposit insurance amount. If the account has transactional features, you must be able to provide a record of the interests of the beneficial owner(s) in accordance with FDIC requirements in the format presented below. Additional information that describes the process to follow and the information you will need to provide to the FDIC in the event Citibank fails can be found on the FDIC's website in a document entitled "Deposit Broker's Processing Guide" in section "VIII. Part 370 Alternative Recordkeeping Entity Processing: Addendum to the Deposit Broker's Processing Guide."

In the event that Citibank fails, you agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts. This includes providing the FDIC with the information described above in the required format within 24 hours of bank failure. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in your receipt of FDIC insured funds. Notwithstanding other provisions in this Agreement, this section survives after a receiver is appointed for us, and the FDIC is considered a third party beneficiary of this section.

#### FDIC Format for Account Beneficiary Information (To be completed for each account beneficiary)

Field Number	Field Name	Description
1	Blank	Blank
2	Account Number	Account Number at Citibank
3	Blank	Blank
4	Blank	Blank
5	Tax ID	Customer's SSN (no hyphens) or Tax ID Number

Field Number	Field Name	Description
6	Tax ID Code	Code indicated corporate (TIN) or personal tax identification number (SSN)
7	Name 1	Full name of owner line 1 as it appears on the account
8	Name 2	Full name of owner line 2 as it appears on the account
9	Address 1	Address line 1 as it appears on the customer's statement
10	Address 2	Address line 2 as it appears on the customer's statement
11	Address 3	Address line 3 as it appears on the customer's statement
12	City	Address city as it appears on the customer's statement
13	State	State postal abbreviation as it appears on the customer's statement
14	Zip	Address zip as it appears on the customer's statement (no hyphens)
15	Country	Country code as it appears on the customer's statement
16	Province	Province as it appears on the customer's statement
17	Blank	Blank
18	Principal	Principal balance of the customer's account as of the institution failure date
19	Blank	Blank
20	Deposit Account Ownership Category	Single, Joint, or business account
21	Transaction Flag	This field indicates whether the account has transactional features. Enter "Y" if account has transactional features, enter "N" otherwise. Transactional features means that the account holder can make transfers or withdrawals from the deposit account to make payments or transfers to third persons or others (including another account of the depositor or account holder at the same institution or at a different institution) by means of a negotiable or transferable instrument, payment order of withdrawal, check, draft, prepaid account access device, debit card, or other similar order made by the depositor and payable to third parties, or by means of a telephonic (including data transmission) agreement, order or instruction, or by means of an instruction made at an automated teller machine or similar terminal or unit.
22	Blank	Blank
23	Blank	Blank
24	Account beneficiary Full Name	Account beneficiary's first, middle, and last name or the registered name of the entity.
25	Account Participant Type	BEN is the type you should use

Field Number	Field Name	Description
26	Blank	Blank
27	Blank	Blank
28	Beneficiary's Government Issued ID	This field shall contain the ID number that identifies the account participant based on a government issued ID or corporate filing. For a United States individual – Legal identification number (e.g. SSN, TIN). For a foreign national individual - where a SSN or TIN does not exist, a foreign passport or other legal identification number (e.g. Alien Card). For a non-individual – the Tax Identification Number (TIN), or other register entity number. The SNN or TIN should be used for uniquely identifying the account participant, and is not intended to be used for aggregation purposes.
29	Beneficiary's Government Issued ID Type	The valid account participant identification types, are: SSN = Social Security Number, TIN = Tax Identification Number, OTH = Other.

**Conflicting Demands/Disputes.** If there is any uncertainty or conflicting demand regarding the ownership of an account or its funds; or we are unable to determine any person's authority to give us instructions; or we are requested by law enforcement or a state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult; or we believe a transaction may be fraudulent or may violate any law, we may, in our sole discretion: (1) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (2) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (3) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (4) request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; and/or (5) continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

#### **Transferring Account Ownership**

OWNERSHIP OF CHECKING, SAVINGS, AND CERTIFICATE OF DEPOSIT ACCOUNTS IS TRANSFERABLE ONLY WITH OUR WRITTEN PERMISSION AFTER YOU COMPLETE OUR APPROPRIATE FORMS AND, IN MOST CASES, WOULD REQUIRE THE ACCOUNT TO BE CLOSED AND RE-OPENED.

#### **Assignments**

Most accounts can be assigned as collateral for a loan from us or another lender. Unless we agree in writing, any such assignment to another lender will remain subject and subordinate to our right of setoff. For the assignment to be effective, we must receive written notice of the assignment and agree to it in writing. We will then reflect the change on our records.

#### **Restricted Access**

There are occasions when we restrict access to deposits, such as when your account application is being processed, when funds are assigned as collateral or when we are required by law to restrict access. If funds assigned as collateral are in interest-bearing accounts, they will continue to earn interest as usual. They may not, however, be used in connection with our Safety Check service.

## 6.2 Closing a Deposit Account

You may close your account at any time except as stated otherwise in this Agreement. We may allow one owner/signer to close an account without the consent or signature(s) of any other owner(s)/ signer(s). Except in limited circumstances, if you close a Certificate of Deposit account before maturity, you will be subject to an early withdrawal penalty.

We may close your account at any time with or without cause. We will notify you that we closed your account when required by law. If we close your account, we will remit the balance in your account, minus any amounts owed to us. If your account balance is insufficient to pay amounts owed to us, you will continue to be liable to us for the unpaid amount and interest. Your obligations for transaction activity conducted prior to account closure will survive the termination of the account and this Agreement.

### **Dormant Accounts**

Based on the applicable dormancy periods provided by state abandoned property statutes, we may be required to send to the appropriate state the balances in your deposit account when there has been no customer-initiated activity. Some examples of customer-initiated activity include, but are not limited to:

- Depositing or withdrawing funds;
- Sending a one-time payment; or
- Writing to us concerning the account.

For a certificate of deposit account, automatic renewals are not considered customer-initiated activity. Applicable state dormancy periods can begin after the initial maturity date.

In complying with these requirements, the laws of the state of your last known address (as recorded on our bank records) govern the inactivity period and specific requirements applicable to your account. If your address, as recorded on our bank records, is outside of the United States, South Dakota law will govern. We may also restrict your account if we determine it has been otherwise inactive due to no customer-initiated activity.

**Forfeited Accounts.** If your account is seized by or forfeited to the United States government or a state government, you no longer have title to the account, and the funds in the seized or forfeited account will no longer earn interest during such period of seizure or forfeiture, even if the funds are eventually returned to you.

**Death or Legal Determination of Incompetence.** You agree to notify us immediately of the death or court-ordered legal determination of incompetence of any owner or authorized signer on your account. We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court or court appointed fiduciary regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefits payments payable to the deceased) if an owner dies or is legally determined incompetent.

In case of death or legally determined incompetence of an account owner, we will continue to honor checks written on that account as well as other withdrawal instructions until we are notified of the death or the legally determined incompetence. We may continue to honor checks for up to ten (10) days following the death of the account owner unless a validly appointed representative of the decedent or another account owner provides us with stop payment instructions.

Upon notification of death or legal determination of incompetence, we will block individual accounts; joint accounts may remain unblocked for up to thirty (30) days after we have been notified of an account owner's death. Certain documents must be presented to us before funds in such an account can be paid out and the account closed. For more information about which documents are required, please visit a branch or call the phone number on the back of your Citibank Banking Card.



### 6.3 Other Account Information

**Information Sharing.** You agree to let us share information about you and your Account(s) as allowed by law. This includes information we get from you and others. Our privacy notice, which is enclosed with your new Account materials, describes reasons Citibank can share its customers' personal information.

**Contacting You.** You agree that we (and/or our servicing providers or anyone we authorize) may contact you at any phone number, email address, or mailing address you provide, or we obtain in other ways. This includes communications to mobile, cellular/wireless or similar devices. We may contact you by live operator, auto dialer, recorded or artificial voice, text or email. You agree to pay any charges from your plan provider for communications we send to you, as well as communications you send to us.

**Your Consent for Us to Use Your Mobile Phone Number to Identify You.** You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Citibank or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud.

Separately, Citibank may obtain information about your mobile phone activity from third parties and may use this information for its other everyday business purposes. For more information, please refer to our U.S. Privacy Notice for Consumers.

**Call Monitoring.** We may monitor and record any calls between you and us.

**Exemplar Signature.** Citibank may use automated processes to capture a digital image of your signature on checks written on your account to retain as your on-file signature. This on-file signature will be kept in Citibank's records and may be used to determine the authenticity of your signature and whether subsequent checks or instructions on other items and documents are authorized by you.

## 7 Account Transactions

The following terms describe how you can perform transactions with your Checking and Savings accounts and in certain limited circumstances, CDs. It is your responsibility to confirm the accuracy of the amounts you deposit and withdraw from your Accounts.

### 7.1 Deposits

#### 7.1.1 You can make deposits:

- To qualifying accounts linked to your Citibank Banking Card at any Proprietary Citibank ATM at participating locations in the U.S., 24 hours a day, 7 days a week. Simply follow the directions on the ATM screen to insert your check or cash deposit in the appropriate slot. Some instruments such as some money orders or foreign checks cannot be accepted by the ATM terminal and must be deposited with a branch representative. When your transaction is completed, you will receive a transaction record via email or print (which ever option you select), that will provide an image of the check(s) or a breakdown of the cash accepted.
- With a teller, during regular banking hours, at any Citibank branch in the United States;
- By using our Deposit/Payment Express boxes which are located at select Citibank branch locations;
- By mail;
- By Mobile Check Deposit;
- By Direct Deposit;
- By Citibank® Global Transfer Service (where available);
- By an ACH or wire transfer; or
- By Inter Institution Transfer Service. For more information about these transfer services, please refer to section 8 *Electronic Fund Transfers* of this Agreement.

#### 7.1.2 Timing of Deposits; Availability of Funds; Acceptance of Deposits

Deposits made in Citibank branches are posted to your Accounts on the same day. Deposits made at Proprietary Citibank ATMs or by Mobile Check Deposit after 10:30 Eastern Time (9:30 Central Time) are posted to your account on the following Business Day. Deposited funds may not be available for immediate withdrawal. For more information please refer to *Appendix 2: Funds Availability at Citibank*.

We may accept items payable to you, or to any of you, from any source without questioning the authority of the person making the deposit. We also may give cash back to any authorized account signer(s) or agent(s) in connection with items payable to any owner, whether or not the items have been endorsed by the owner. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion, to any loan or deposit account any of you maintain with us.

#### 7.1.3 Remotely Created Checks

“**Remotely Created Check(s)**” means an item not bearing the drawer’s (your) actual signature, but purporting to be authorized by the drawer (you). You may not deposit remotely created checks to an account with us without our prior, express written consent. If you deposit remotely created checks with us, you agree that we may withhold a portion of the proceeds of such remotely created checks in a reserve account, in an amount that we reasonably believe may be needed to cover future charge backs, returned items, and/or claims that such remotely created checks were unauthorized. You grant us a security interest in the reserve account. Unless we agree otherwise in writing with you, reserve funds shall not bear interest. Our right to charge your account for returned remotely created checks will not be limited by the balance or existence of any reserve fund. Our rights with respect to the reserve fund, as well as the security interest granted to us, shall survive the termination of this Agreement. We may discontinue accepting remotely created checks at any time without cause or prior notice.



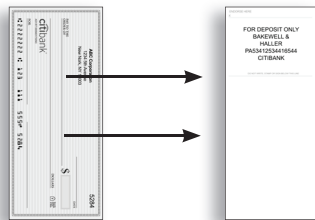
If you provide your account number to a third party with instructions to charge your account by means of one or more remotely created checks, you authorize us to pay such remotely created checks, even though they do not contain your signature and may exceed the amounts you authorized to be charged. This provision shall not obligate us to honor remotely created checks. We may refuse to honor remotely created checks without cause or prior notice, even if we have honored similar items previously.

### 7.1.4 Endorsements

To ensure that your check is processed without delay, you must endorse your check correctly by signing the back of the check. The area reserved for your signature is on the back of the check, within 1½ inches from the “top” edge (as shown in the picture below). Do not make any additional marks or notations on the back of the check.

You will be liable for unpaid checks returned late because your endorsement, a prior endorsement, or information you have printed on the back of the check obscures other endorsements.

We may endorse and/or collect items deposited to your account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit.



### 7.1.5 Collection

#### 7.1.5.1 Items Sent for Collection

We and other institutions may refuse to accept a check or other item for deposit or may accept it on a collection basis only. This often occurs with foreign, questionable or damaged items. If we accept an item for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. We may impose a fee in connection with sending and receiving items for collection (e.g., by charging your account or deducting the fee from the amount remitted). Other institutions that send or receive items for collection involving your account also may impose a fee for their services.

#### 7.1.5.2 Verification and Collection

Any item that we cash or accept for deposit is subject to later verification and final payment. We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits are also subject to later verification.

### 7.1.6 ACH Credits

#### 7.1.6.1 ACH Provisional Credits

Credit for an ACH transfer is provisional until final payment is received by the payee’s financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the beneficiary, and the payee’s bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

### 7.1.6.2 Notice of Incoming ACH Transfer (Credit)

Notice of your incoming funds transfers and incoming wire transfers will be deemed to have occurred when you receive your Account Statement, or another notice from us, containing a credit to your account for the funds received. You may also contact a branch during normal business hours to determine if a transfer has been credited to your account. This information is available to you anytime on the number on the back of your card, or on the Citi Mobile App or Citi Online.

### 7.1.7 Reconstructing Lost, Missing, or Destroyed Deposits

When you cash or deposit a check or other item with us, we act as your agent to collect the item. You assume the risk of loss for deposited items that are lost, missing, or destroyed during the processing and collection of the item(s). We may reverse any credit given and any interest earned or accrued for such a deposited item, and we may recover the amount of any funds disbursed for any such cashed item from any account you maintain with us. You agree to cooperate fully with us to reconstruct such a deposited item by promptly:

- Providing us with a copy of the front and back of the deposited item from your or the issuer's records;
- Asking the issuer of the item to place a stop payment on it (at our expense) and to issue a replacement item to you (if the deposited item has not been paid); and
- Reviewing your records and other information to obtain the issuer's identity and any other information about the deposited item. If you fail to cooperate with us to reconstruct the deposit, we may adjust any credit made to your account for the deposited item.

### 7.1.8 General Information

#### 7.1.8.1 Our Right to Refuse Deposits

We may, at our discretion, refuse to accept funds for deposit to your account for any reason. We will, to the extent practical, try to facilitate your transaction by the best means available, including sending the item for collection or forwarding the item to the appropriate processing area. Your account will not be credited until collection or processing is completed.

#### 7.1.8.2 Account Balance and Transaction Information

You may view information about your Accounts on Citi Online, Citi Mobile, at an ATM or by IVR, but the information provided through any of these means may not include recent transactions and may also include funds that are not available for immediate withdrawal. Your **"Available Now" balance** is the total amount you can use for withdrawals and transfer right now. The Available Now amount may be less than the On Deposit balance as it doesn't include the transactions that are still pending and haven't been posted to your Account. For example, recent incoming funds transfers from external banks may not be included in your Available Now balance. Your **"On Deposit" balance** reflects all transactions recorded in your Account as of the current day. The On Deposit balance may be greater than the Available Now balance because it's a record of your activity, including transactions that haven't settled and that aren't yet available for you to use.

We may make deposited funds available to you and include within your Available Now balance before the deposit has settled with the paying bank. If the deposited item is returned unpaid, we will debit your Account for the amount of the deposit. You may not rely upon oral statements by Citibank employees about your On Deposit balance, Available Now balance, or the status of any deposited item.

## 7.2 Withdrawals

### 7.2.1 How to Make a Withdrawal

**Citibank Branches.** You can withdraw up to your available balance by cashing a check or making a withdrawal at a Citibank branch. We may require you to present identification.

**Proprietary Citibank ATMs and Network ATMs.** You can use your Citibank Banking Card to withdraw cash from your eligible linked accounts at a Proprietary Citibank ATM and from primary linked accounts at a Network ATM. Depending on the terms of your account, there may be a Citibank transaction fee for cash withdrawals from a Network ATM other than those which you can use without incurring a surcharge as described in the following paragraph. In addition, the company that owns or operates the machine may charge you a fee for the withdrawal. For more information on ATM withdrawals, please refer to section 8 *Electronic Fund Transfers* of this Agreement.

You can withdraw cash, get information and make transfers between your eligible linked Citibank accounts with no surcharge fee when you use your Citibank Banking Card at ATMs in the U.S. located at Citibank branches, ATMs at select retail store locations, and ATMs participating in the MoneyPass® Network. ATMs in retail stores and at other non-Citi locations are not owned or operated by Citibank. Use the Citi Worldwide ATM/Branch Locator on Citi Online or the Citi Mobile App to find the nearest ATMs and branches, including non-Citibank ATMs in the U.S. with surcharge free access.

**Cash Withdrawals.** Cash withdrawals or payments at any Citibank branch may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with an Official Check. We assume no responsibility to provide personal protection for customers who elect to carry large sums of money off our premises.

**Electronic Fund Transfer.** You can utilize a variety of electronic fund transfer services to withdraw funds from your accounts. Please refer to section 8 *Electronic Fund Transfers* of this Agreement for details.

**Writing a Check.** You can write a check for any amount up to the Available Now balance (including any Checking Plus® or Safety Check availability) in your checking account or Savings account, provided your account offers a check-writing feature, by using one of the personalized checks you receive from us or one of the compliant checks that you have ordered elsewhere. Checks must be written in U.S. dollars.

## 7.2.2 Paying your Checks

**Electronic Presentment of Checks.** We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned, or if we receive notice that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection.

**Please note:** Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

**Check Processing Cut-off Hour.** In order to handle the large volume of checks processed each day, we may treat any check you have written that is presented for payment after 2:00 PM on a Business Day as if it were received on the next Business Day. Our cut-off hour with respect to any notice, knowledge, stop payment or post-dated check order, or legal process received by us involving a check we have received for payment is one hour after the opening of the Business Day following the Business Day on which we received the check. Our cut-off hour for check processing purposes with respect to our right of setoff is midnight of the Business Day following the Business Day on which we received the check, or such later time by which we must return the check.

**Notations on Checks.** We may ignore any legal copy appearing on your checks (such as “Void after 60 days”). Our decision to pay or not to pay a check is based on funds available in your account and other factors. It may not be affected by any subsequent deposits to your account.

**Please note:** As checks you have written are presented to us for payment during the course of a Business Day, we may place a hold on available funds in your account for the amount of those checks resulting in a reduction in your available account balance throughout that day. The held funds may be applied against processing of those checks or other transactions later that day.

We process most checks by automated means based on information encoded on the checks. As such, we may not physically examine all checks to determine if they are properly signed or completed. You agree that we may rely on such a process and that it will be deemed an acceptable standard of care on our part.

**Post-Dated Checks.** You agree not to write post-dated checks. If you do, we may or may not pay the check on the day it is presented.

The following applies to you if the governing state law of your account is in a state other than New York: If you write a post-dated check on your account and intend that the check will not be paid by us until the date written on the check, you must notify us to register it at the time you write the check. In order for your registration notice to be effective, you must call the phone number on the back of your Citibank Banking Card and provide the number, payee, amount and date of the check. You may also send written notice of your post-dated check request to us at the address printed on your periodic statement. An oral or written request to register a post-dated check is good for six (6) months and may be renewed for additional six (6) month periods by giving written notice to us within the period during which the original notice is in effect. A post-dated check will be registered only if the notice is received at such a time and in such a manner as to afford us a reasonable opportunity to act on it before we take action with respect to the check. We may pay any post-dated check that has not been properly registered with us or not registered in a timely manner. If we re-credit your account after paying a postdated check over a valid and timely postdated check notice, you agree to transfer to us all of your related rights against the payee or other holder of the check, and to assist us in legal action taken against that person.

**Stale-Dated Checks.** You agree that we may pay or reject a check which is presented to us for payment more than six months after its date (a “stale-dated” check), even if the presentment occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale dated checks or to seek your permission to pay them. To make sure that a check will not be paid, you should place a stop payment order on the check.

### 7.2.3 Posting Order

**Posting Order.** We may accept, pay, certify, or charge to the appropriate account, Transaction Items in the order we choose. Even if we provisionally post Transaction Items to your account during the day, we may treat them as if we received all of them at the end of the day.

For purposes of the “Posting Order,” “Overdrawing Your Account,” “Insufficient Funds to pay a Transaction Item,” and “Overdraft Protection” sections of the Agreement, a “Transaction Item” includes in-person transfers or withdrawals, drafts, ACH transactions and transfers by other electronic means, account fees and charges, service charges, product, service or bank fees, checks, substitute checks, service charges, purported substitute checks, electronic items or transactions, drafts, remotely created checks, image replacement documents, indemnified copies, preauthorized payments, automatic transfers, telephone initiated transfers, online banking transfers or bill payment instructions, withdrawal slips, adjustments, and any other instruments or instructions for the payment, transfer or withdrawal of funds including an image or photocopy of any of these.

Generally, your deposits and withdrawals are processed as follows:

**First:** Deposits made before the cut-off time are added to your account balance.

**Second:** Fees for services we provide.

**Third:** Transactions received real-time during the day are deducted as they occur if there is a sufficient available balance in the account to pay for the transaction and any associated fee. Example: ATM, debit PIN or teller withdrawals including cashed checks; transfers or Citi Online bill payments initiated by you, debit card purchases at a merchant and most ACH debits that we receive throughout the day.

**Fourth:** Checks presented for payment and any ACH debit not deducted during the day are deducted from your remaining available balance in the order of lowest to highest dollar amount.

## 7.2.4 Overdrawing Your Account

**Overdrawing Your Account.** Citibank encourages its customer to consider the impact of overdrawing an account. Your deposit account with us is overdrawn if your Available Now balance is less than \$0 (negative balance). You can minimize overdrawing your account by maintaining an Available Now balance in your account sufficient to cover your Transaction Items. An account may become overdrawn for a variety of reasons, including if you perform a transaction on your account that reduces your Available Now balance to less than \$0.

In the event of insufficient funds to pay one or more Transaction Items from your Available Now balance, in our sole discretion we may return (“Returned Items”) or pay (“Overdraft”) one or more Transaction Items. We will not allow you to overdraw your account in certain circumstances. These may include certain activities, such as branch withdrawals, ATM transactions, and transactions using your Citibank® Debit Card. In addition, Access Checking accounts are designed so that Transaction Items that cause an overdraft will not be authorized. For certain other account activities, such as a check transaction or ACH payment, in our discretion, we may allow or deny a transaction that would cause an account to be overdrawn.

**Insufficient Funds to pay a Transaction item.** Our payment of any Transaction Item that creates an Overdraft in no way obligates us to continue that practice at a later time. We may discontinue paying Overdrafts without notice to you. Although Citibank does not charge fees for Returned Items and Overdrafts, you may be charged a fee by the merchant or other payee. A Return Deposit Item may occur whether or not your account is overdrawn and is not an overdraft fee or a Returned Item fee. You may be charged this fee when checks that you deposit into your account are returned by the paying bank for insufficient or uncollected funds.

Please be aware an entity that presents a Transaction Item for payment and is returned, may represent it for payment multiple times even if we have already returned it for insufficient funds. Each presentment may decrease your Available Now balance.

If your account balance is insufficient to pay your Transaction Item and we pay an Overdraft, you and all owners and beneficial owners of the account will continue to be liable to us for the unpaid amount and interest thereon until it is paid in full. Accounts with a zero or negative account balance may be closed. Your obligations for Transaction Items conducted by you will survive the termination of the account and this Agreement.

**Overdraft Protection.** Citibank offers two options designed to help you cover overdraft amounts in your checking account: Safety Check and Checking Plus® (variable rate) Line of Credit. Ask us for information which may include an application.

**Safety Check.** Safety Check covers overdraft amounts by transferring funds from your linked Savings account. The linked contributing account also covers the use of deposited funds that are not yet available in your checking account.

### Contributing Accounts

When you sign up for Safety Check, you may select one account you maintain at Citibank as your “Contributing Account.” Citi Savings, Citibank Savings Plus, Citi Accelerate Savings or Citi Miles Ahead Savings accounts are eligible Contributing Accounts. Only Available Now balances in your Contributing Account can be used for Safety Check coverage.

When Safety Check is used to cover your use of funds in your checking account that are not yet available (uncollected), a like amount in your Contributing Account will be held until the deposited funds become available. The funds held in your Contributing Account are not transferred to the checking account and will continue to earn interest. Since no transfer of funds occurs, there is no transfer fee for use of this service in this circumstance.

### Safety Check Transfers

Safety Check transfers from your Contributing Account will be made in the amount needed to cover your overdraft amounts rounded up to the next \$100 increment. We reserve the right to pay a Transaction Item and not to process a Safety Check Transfer.

**Transfers.** No more than \$99,999.99 per statement period will be transferred from your Contributing Account to cover overdraft amounts or use of uncollected funds in your checking account.

**Checking Plus® (variable rate) Line of Credit.** Checking Plus is a revolving line of credit account linked to your Citibank checking account that provides overdraft protection and allows you to borrow the extra cash you need. Funds are automatically transferred from the Checking Plus line to the checking account to cover overdraft amounts; you can also withdraw cash at any time directly from your Checking Plus account without overdrawing your checking account (up to your available credit limit).

Checking Plus (variable rate) line of credit account terms and conditions are disclosed in a separate Agreement and Disclosure that you will receive at time of account application or shortly thereafter.

**For all Checking Plus® and Checking Plus® (variable rate) Line of Credit customers.** Please refer to your Checking Plus or Checking Plus (variable rate) Line of Credit Account Agreement and Disclosure, as applicable, for terms, conditions and fees relating to transfers from Checking Plus Line of Credit or Checking Plus (variable rate) Line of Credit Accounts.

### 7.2.5 Stop Payment Orders (Checks)

**General.** Any signer on the account can instruct us to stop payment on a check that has not been paid by issuing a stop payment order at a Citibank branch, through Citi Online or by calling CitiPhone Banking®. For information about stopping payment on an automatic withdrawal or payment from your account (ACH), please refer to section 8.3 *Stop (Cancel) Payment Orders (Pre-authorized Recurring Fund Transfers)* and section 8.4 *Stop (Cancel) Payment Orders (One-time Future Dated ACH Transfers)*.

A stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay the item. Payment cannot be stopped on a check that has already been paid or that is in the process of being paid. At the time that you place a stop payment order, we may not be able to tell you whether the check has been paid or is in the process of being paid. Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment order. You agree to indemnify us against any claim or loss resulting from honoring your stop payment request.

When you place a stop payment on a check, a stop payment fee may apply. Please refer to *Appendix 1: Fee Schedule*.

When you place a stop payment order on a check and believe that the check may be converted to an electronic transaction (ACH), you should also place a second stop payment as an ACH. There is no fee for the second stop payment.

**Contents of Stop Payment Order.** You will need to accurately provide:

- Your account number;
- The date of the check;
- The check number;
- The exact amount (dollars and cents) of the check; and
- The payee's name.

We may use some or all of the information, in our sole discretion, to identify a check. If the information is not exactly correct, the stop payment may not be effective.

**Effective Period of Stop Payment Order: Renewal.** A stop payment order on a check will stay in effect for six (6) months from the date we accept the stop payment order, unless you instruct us to cancel it or to renew it, provided that we have not already returned the check. The order may be renewed for additional six (6) month periods.

Your instructions to remove or renew a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act upon it.



**Replacement Check.** If you write a new check to replace one on which you have placed a stop payment order, be sure it has a different check number and date. It is also helpful if you write the word “replacement” on it so it is not mistaken for the original check.

**Official Checks and Money Orders.** You may not as a matter of right place a stop payment on an official check, money order, or international cheque. If such an instrument has been lost, stolen, or destroyed, you and/or the payee may, under certain circumstances, be allowed to place a stop payment by completing a “Stop Payment Request and Indemnity Agreement” form. We may require that you wait ninety (90) days before reissuing the check or reimbursing you. You may also be required to purchase a surety bond for twice the amount of the instrument.

### 7.2.6 Withdrawal Refusals

In some instances, we may refuse a request for a withdrawal or transfer from an account. The following list includes, but is not limited to, the most common reasons we might refuse such requests:

- If the funds you wish to withdraw are not yet available; (Please refer to *Appendix 2: Funds Availability at Citibank*).
- If we decide to require seven (7) days advance written notice and we have not received such notice;
- If there are insufficient funds in your account;
- If you use a type of check not acceptable to us;
- If the funds you wish to withdraw are being held to cover a checking account withdrawal under our Safety Check service;
- If the funds you wish to withdraw are being held due to cashing of a third party check against the account or for any other reason;
- If the withdrawal would consist of money owed to us;
- If the withdrawal you are requesting is of the type that is limited by federal regulations, and you have already reached the applicable limit;
- If, in the case of a joint account, any account signer gives us written instructions not to permit a withdrawal;
- If the account is pledged as collateral for a loan;
- If an account owner has died and we have not received all documents required to release funds in the account;
- If we have not received documents or identification required to permit access to the account, such as when the account is new and documentation remains missing;
- If we have been ordered by a court or other legal process not to permit the withdrawal;
- If you do not present us with appropriate identification or any other information that we may require;
- If we are aware of any dispute relating to the account or funds in the account;
- If we have some suspicion of fraud, irregularity, or illegality; or
- If we believe that the signature on a check or item drawn on your account and presented for payment does not appear similar to that appearing in our records.

**Payment over Valid Stop Payment Order.** If you believe that we have paid a check over a valid stop payment order, we may require you to provide us with evidence of our acceptance of a valid stop payment order and an affidavit describing in detail your loss resulting from the payment of the check; and, if applicable, further describing in detail your dispute with the payee. If we subsequently determine that you were indebted to the payee for the exact amount of the check or less, you agree that we will have the right to debit your account for the amount of the indebtedness. If your account has insufficient funds to cover the indebtedness we may also exercise our right of setoff.



## 7.2.7 Check Cashing

**Your Own Checks.** You can cash a check at any Citibank branch, for any amount up to the available balance with your Citibank Banking Card or other identification that is acceptable to us.

**Third Party Checks.** In certain instances we may allow you to cash a third party check (i.e., a check originally payable to another person) at a Citibank branch, up to the available balance in your account using your Citibank Banking Card as identification. If the check is payable to a party other than yourself, we may require that the other party's endorsement be verified or guaranteed before we accept the check. In any case, we may refuse to accept any third party check for encashment for any reason. If you routinely request that we cash third party checks we may require that you enter into a separate agreement with us for that purpose. If we do cash a third party check, a hold may be placed on your account for the amount of the check until the check clears. The amount of the check cashed may also reduce your daily balance or average daily balance for interest and/ or fee calculation purposes for up to the number of days it takes for us to collect the check.

**Payee Check Cashing.** When you write one of your checks to another person, that person, with proper identification, may be able to cash it at a designated Citibank branch up to the applicable limit which is currently \$5,000. This limit may change from time to time without notice to you. We may charge a person who cashes your check a fee, or refuse to cash your check, if that person is not a deposit or loan customer of ours. Otherwise, the payee will be required to deposit the check to an account with us or elsewhere. For checks presented for encashment to a Citibank branch located in California or Nevada by a payee who does not bank with us, we may also require the payee to provide a fingerprint before cashing the check. If the payee refuses to provide a fingerprint, or, if a payee refuses to pay our check cashing fee, we may refuse to cash the check. You agree that our refusal to do so is reasonable and that we will not be liable to you for our refusal.

**Check Cashing for Others.** You should not use your account to cash checks for others who are not well known to you. Although we may make funds provisionally available to you and may take steps to determine whether a check will be paid, you are responsible for any loss that occurs if the check is returned to us for any reason (e.g., because it is counterfeit). Our employees cannot promise that checks drawn on or issued by other institutions, including cashier's checks or official checks, will be paid.

## 7.3 Other Information

### 7.3.1 Account Errors and Adjustments

We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if a deposit amount is entered in an amount that is different than the actual amount of the deposit or items you deposit are returned unpaid. In the case of a deposit error where the deposit amount is entered in the wrong amount, we will either investigate the discrepancy and make an adjustment (debit or credit) to your account or alternatively, credit your account for the full amount of the discrepancy without investigation.

You have a responsibility to review your account statement in a timely manner and to notify us promptly of any errors. Within thirty (30) days after we send or make available to you your account statement and accompanying items, you must notify us in writing of any errors, discrepancies, or unauthorized transactions. If you fail to do so, we will not be liable for debits or charges to your account resulting from such errors, discrepancies or lack of authorization, or for losses resulting from subsequent related occurrences. For claims with respect to domestic wire transfers, please refer to section 9.1 *Outgoing Wire Transfers* or in the separate agreement you received when you enrolled in the service.

**Please note:** There are exceptions to this 30 Day notice requirement. For claims asserting forged, missing, or unauthorized endorsements or a material alteration, you must notify us within the period specified by the state law applicable to your accounts.

Claims involving outgoing consumer international wires and outgoing international Citibank Global Transfers are governed by special notice provisions for remittance transfers described in section 9.2 *Remittance Transfers* within this Agreement and in the separate funds transfer agreement for these services. Claims involving electronic fund transfers covered by Regulation E (Subpart A) are also governed by special notice provisions described in section 8 *Electronic Fund Transfers*. Please refer to these sections for a description of your rights.

You also agree that any suit or demand for arbitration that you assert based on an account error, discrepancy, or unauthorized transaction must be brought within 1 year (2 years in Texas) after the date of the first account statement on which the error, discrepancy, or unauthorized transaction appears.

If you think an error has been made or if you need more information about a transaction, call the number on the back of your Citibank Banking Card. If your account is debited with a substitute check that you have received from us and you believe that there is an error or discrepancy or that the transaction is unauthorized, you are entitled to additional rights under the law. Please refer to section 7.3.2 *Substitute Checks and Your Rights*.

If funds to which you are not entitled are deposited into your account, we have the right to remove these funds from the account at any time without prior notice to you. If there are insufficient funds in the account, we may charge your other accounts to recoup the funds, as more fully explained in the “Right of Setoff” section of this Agreement.

### **7.3.2 Substitute Checks and Your Rights**

**What Is a Substitute Check?** A substitute check is a paper reproduction created from a digital image of the front and back of the original check and bears the legend “This is a legal copy of your check.” You can use it the same way you would use the original check. Federal law allows banks to replace original checks with “substitute checks.” Under the law, a substitute check is the “legal equivalent” of the original check. In other words, it can be used in the same way and for all purposes for which you would use the original check.

**Your Rights.** The following rights apply if you receive a substitute check from us in lieu of the original check. These rights do not apply to original checks or to electronic debits. Your rights as to those transactions remain unchanged and are described in other sections of this Agreement. Please note these rights also do not apply to images of checks furnished to you or viewed through Citi Online.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you incur if you believe a substitute check is incorrectly posted to your account (for example, if you think your account was debited for the wrong amount) and production of the original check is needed to determine the validity of the debit. The losses you may attempt to recover may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft check fees.) The amount of the refund you may request under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

Under federal law, you may receive up to \$2,500 of your refund (plus interest if you have an interest bearing account) within ten (10) Business Days after we receive a complete claim from you and the remainder of your refund not later than forty-five (45) calendar days after we receive a complete claim from you. You will not be entitled to a refund if we determine that the substitute check was correctly posted to your account. Alternatively, we may reverse the refund (including any interest on the refund) if we later determine that the substitute check was correctly posted to your account.

**Filing a Claim.** If you believe a substitute check you have received from us was improperly debited to your account, please call the number indicated on the back of your Citibank Banking Card or in the Contact Us section of this Agreement. You must contact us within forty (40) calendar days of the date we mailed, or otherwise made available to you, the substitute check in question. We may extend the time period if you were prevented from contacting us for extenuating reasons. In certain situations, such as forgery claims, we may require that you put your claim in writing. If so, we must receive the information in writing within ten (10) Business Days from the day you first notified us of your claim.

If you are not able to contact us by telephone, you may also write to us at the following address: Citibank Client Services, P.O. Box 769014, San Antonio, TX 78245-9989.

In investigating your claim, we may request the following information from you:

- Description of how you suffered a loss;
- Amount of your loss;
- Explanation as to why the original check is needed to determine the validity of the amount charged to your account; and
- A copy of the substitute check and/or information to help us identify the substitute check (such as check number, the amount of the check and payee)

### **7.3.3 Foreign Currency Exchange**

Citibank's World Wallet® service offers you the convenience of ordering foreign currency at competitive exchange rates quickly and easily. Foreign currency is available in more than 50 different currencies. You can order foreign currency simply by visiting your local Citibank branch or by calling the phone number on the back of your Citibank Banking Card. Daily order limits may apply. Delivery of foreign currency can be made to your address on record or an alternate address in the continental United States, for an additional nominal charge. Citibank will not deliver to P.O. Boxes or to locations outside of the continental United States. All orders placed for next business day delivery must be made by 3 PM Central Time. For more information about these services, you may visit Citi Online or speak to a banker in a branch or call 1-800-756-7050 toll-free within the United States. Your account will be automatically charged by us for the amount of your order, plus any applicable service and shipping charges. For redemptions of foreign currency, your account will be credited in U.S. dollars, less any applicable service charges. The exchange rate for a purchase or redemption of foreign currency is the Citibank foreign currency banknote conversion rate in effect at the time you place your purchase order or redeem your currency. This rate includes a commission to Citibank for the conversion service.

**Limitation of Liability.** We assume no responsibility and make no representation regarding (a) comparative exchange rates available from other sources, and (b) foreign laws relating to currencies, including, without limitation, the importation of currencies and laws affecting the free convertibility of local currencies.

# 8 Electronic Fund Transfers

## 8.1 General Information

We provide a variety of Electronic Fund Transfers services for use with your accounts. These services allow you to make or receive deposits, payments, and other transfers by electronic methods, such as with your Citibank Banking Card, by telephone, or by using Citi Online or the Citi Mobile App. Some services are also subject to and further described in separate agreements that are provided to you when you enroll in that service.

Federal law governs certain types of consumer transactions that are described as electronic fund transfers. Common types of electronic fund transfers include: withdrawals, deposits, transfers and point of sale transactions utilizing your Citibank Banking Card, electronic direct deposits; payments utilizing our Bill Pay service; one-time transfers or payments you initiate by phone, online or via our mobile app; and transfers to or from your account utilizing our automated clearing house service, Inter-Institution service, Instant Payment Service and Zelle<sup>®</sup>. Electronic fund transfers are governed by the Electronic Fund Transfer Act and Regulation E Subpart A and you are entitled to certain rights and remedies for error resolution as described below.

Federal law also governs outgoing consumer international wire transfers and Citibank<sup>®</sup> Global Transfers as “remittance transfers”. Under Regulation E Subpart B, you are entitled to certain rights and remedies when initiating a remittance transfer which are described in Section 9.2 *Remittance Transfers* as well as in the terms and conditions of the service you received when enrolling in these services.

**General.** Please note that each withdrawal, transfer, purchase and cash advance is limited by the amount available in your account or available to you via an overdraft protection program such as Checking Plus<sup>®</sup>, Checking Plus<sup>®</sup> (variable rate) line of credit or Safety Check. Some Network ATM operators may impose lower limits on cash withdrawals.

**Limitations on Transfers and Withdrawals and Right to Suspend or Discontinue Services.** At any time we may change the transfer and withdrawal limits that apply when you use an Access Device, and at any time we may suspend or discontinue operation of certain Electronic Fund Transfers services based upon security issues and other factors.

### Termination of Electronic Fund Transfers Services

If you wish to terminate any Electronic Fund Transfers services or no longer wish to use your Citibank Banking Card, call 1-888-CITIBANK or write us at P.O. Box 769004, San Antonio, TX 78245-9989.

**Unauthorized Use of Access Device.** If an unauthorized person has obtained access to your Citibank Banking Card, your PIN, your Citi Online User ID and password or your TAC, notify Citibank immediately. Your rights and obligations in the case of unauthorized use of any of your Access Devices are the same as for lost or stolen Citibank Banking Cards.

### Our Responsibility to You When Providing Fund Transfer Services

If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer;
2. If the transfer would go over the credit limit on your overdraft line;

3. If the automated teller machine where you are making the transfer does not have enough cash and you continue to request the transfer when you know the ATM does not have sufficient cash;
4. If the automated teller machine or POS terminal was not working properly and you knew about the breakdown when you started the transfer;
5. If circumstances beyond our control (such as fire or flood or other conditions listed under “Limitation of Liability”) prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our Agreement with you.

### **Your Responsibility to Us When Utilizing Funds Transfer Services**

This Agreement describes your rights and liability for errors involving unauthorized transactions or those in an incorrect amount to or from your Account. For further information about your rights under Regulation E, please refer to sections *8.5 Unauthorized Transactions: Notice and Error Resolution Procedures* and *8.6 Other Electronic Fund Transfer Errors: Notice and Error Resolution Procedures*.

Please note the following:

- For merchant disputes about quality of goods and services for transactions that are fully authorized and properly executed, you are responsible for resolving any disputes that you have with other persons to whom you send money to or request money from using a funds transfer service.
- You are responsible for keystroke or other errors such as inputting an incorrect account number or mobile phone number or email address associated with a person you send money to or request money from using a funds transfer service.

## **8.2 Types of Electronic Fund Transfers**

### **8.2.1 Citibank Banking Card**

You can use your Citibank Banking Card for a variety of transactions as described below. Generally, you will receive your Citibank Banking Card when you open your account. If you do not select your Personal Identification Number (PIN) at account opening, you will receive a PIN in a separate mailing. Your PIN is required for all Citibank Banking Card transactions at Proprietary Citibank ATMs, at Network ATMs or for PIN-based POS purchase transactions. You agree to keep your PIN confidential. No bank employee knows your PIN or will ever ask for it. For your protection, we encourage you to periodically change your PIN. You can change your PIN at any time:

- At a Proprietary Citibank ATM;
- At any Citibank branch in the United States;
- On Citi Online or Citi Mobile App.

If you are unable to change your PIN, you may contact the phone number on the back of your Citibank Banking Card to request a PIN mailer. The sealed mailer contains a confidential, pre-set PIN that is systemically generated and mailed directly to you. When you receive the PIN mailer, you will need to call the phone number on the back of your Citibank Banking Card to activate the PIN.

The PIN you select must consist of four numbers and cannot begin with a zero. Many international ATMs do not have keys with both letters and numbers. If your PIN contains letters, please learn their corresponding numbers, as letters may not always be noted on the keys.

## ATM Security Tips

We want you to be safe when you use any ATM or Debit card. You can help prevent unauthorized access to your accounts by following these simple steps:

- Treat your Citibank Banking Card and other types of devices used to access your accounts like cash. Do not leave them where others can find them. Do not give them to anyone to hold as “security” for any reason and do not use them to show another customer how an ATM works.
- Keep your Personal Identification Number (PIN), Telephone Access Code (TAC) and other codes used to access your accounts secret. Do not tell them to anyone. Do not write them on your Citibank Banking Card or keep them in your wallet or purse.
- Change your PIN periodically.
- Review your account statements regularly and let us know right away of any discrepancies.
- Always be alert and aware of your surroundings when using ATMs, particularly later than a half hour after sunset.
- Consider having someone accompany you when using an ATM later than a half hour after sunset.
- Immediately report crimes and suspicious activity at ATM locations to local law enforcement officials as well as to the owners/operators of the ATMs.

Please address any questions or complaints concerning security at Proprietary Citibank ATMs at the number on the back of your Citibank Banking Card. For emergency assistance at any U.S. Citibank or U.S. Network ATM, please call 911.

**Renewal/Cancellation of your Citibank Banking Card.** We will automatically send you a new Citibank Banking Card before your current card expires. When you receive your new card, you will need to activate the card by following the instructions enclosed with the card. You will need to sign your new card and destroy your old card.

Please note that the Citibank Banking Card we issue you is and remains the property of Citibank. We have the right to take possession of it, to demand its return, and to cancel it at any time. You may also cancel your Citibank Banking Card at any time and for any reason. To do so, cut your card in half and notify us by contacting us at the phone number on the back of your Citibank Banking Card, on Citi Online or at a Citibank branch. You agree to return the Citibank Banking Card to us upon request.

You may be assessed fees for using non-Citibank ATMs locations — please refer to Appendix 1: Fee Schedule. When you use a Network ATM other than at a location within our surcharge-free network, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a transaction. For fees imposed when withdrawing cash from your linked Citibank credit accounts (including credit cards), refer to your applicable customer agreement for the credit account.

**ATM Withdrawal Posting Cut-Off Times.** For purposes of determining the Business Day for posting of cash withdrawals from Proprietary Citibank ATMs, withdrawals made after 10:30 PM Eastern Time (9:30 PM Central Time) or on non-Business Days will post to your account on the following Business Day.

### Point-of-Sale (POS) Transactions

**“PIN Based” Transactions.** You can use your Citibank Banking Card to purchase goods or services from merchant locations in the United States accepting Interlink®, Maestro® or Cirrus® by authorizing these transactions using your PIN.



Please note, “Direct Bill Payment” transactions set up with merchants may be processed as “PIN-Based” transactions, even though they may not require a PIN.

**“Signature-Based” Transactions.** You can also use your card to purchase goods or services and/or receive cash from locations that accept MasterCard® or Interlink. These transactions are those for which you do not use your PIN and either you or a merchant designates as a “credit” transaction (including purchases you sign for, small dollar purchases that do not require a signature), Internet, phone and mail-order transactions.

All POS transactions made with your Citibank Banking Card are deducted from your primary linked checking account.

**Authorizations.** When you use your Citibank Banking Card for a POS transaction, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account for the amount indicated by the merchant. Until the transaction finally settles or until we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

### Citibank Banking Card Transaction Limits

Limits may apply on a per account per Business Day basis or on a per Citibank Banking Card, per Business Day basis. The stated limits apply regardless of the number of signers on an account or Citibank Banking Card. The number of cards issued to a Citigold® Private Client, Citigold® or Citi Priority account customer does not affect the maximum withdrawal limit per account.

We reserve the right to change limits or to suspend or discontinue operation of certain Electronic Fund Transfers services at any time based on security or other factors. We also reserve the right to set a lower dollar limit for POS transactions occurring during a disruption of the electronic connection between a merchant and Citibank.

	Standard Limits	Citi Priority Limits	Citigold® Limits	Citigold® Private Client Limits
<b>Signature Purchase Limit</b>	\$5,000 per account per Business Day	\$10,000 per account per Business Day	\$25,000 per account per Business Day	\$50,000 per account per Business Day
<b>PIN Based Purchase Limit</b>	\$5,000 per account per Business Day	\$10,000 per account per Business Day	\$25,000 per account per Business Day	\$50,000 per account per Business Day
<b>Cash Withdrawal Limit</b>	\$1,500 per Citibank Banking Card, per Business Day	\$2,000 per account per Business Day	\$5,000 per account per Business Day	\$5,000 per account per Business Day
<b>Person to Person Payments / credit</b>	Send \$1,000 per day up to \$10,000 per month	Send \$1,000 per day up to \$10,000 per month	Send \$1,000 per day up to \$10,000 per month	Send \$1,000 per day up to up to \$10,000 per month
	Receive \$2,500 per day up to \$10,000 per month	Receive \$2,500 per day up to \$10,000 per month	Receive \$2,500 per day up to \$10,000 per month	Receive \$2,500 per day up to \$10,000 per month
<b>Business or government to person credits only</b>	Receive up to \$50,000 per month	Receive up to \$50,000 per month	Receive up to \$50,000 per month	Receive up to \$50,000 per month



Your maximum purchase limits on your Citibank Banking Card per account, per Business Day, are limited by the amount available in your account, whichever is lower.

You may be able to place a \$50 per Business Day cash withdrawal and point of sale limit on the amount you can access from any or all of your deposit accounts using your Citibank Banking Card. If you would like to place such a limit, please call us at the number on the back of your card.

**Transactions Made Outside of the United States and its Territories.** We will apply a foreign exchange fee equal to 3% of the transaction amount (including credit and reversals) for each international debit card purchase or ATM withdrawal transaction (including those at Proprietary Citibank ATMs) made in a currency other than U.S. Dollars when the transaction is conducted outside the 50 United States and its territories. Fee is waived for Citigold, Citi Priority, Citi Private Bank, and International Personal Bank U.S. accounts.

**Transactions done in foreign currency.** Transactions made in foreign currency will be converted into U.S. dollars according to the current policies of the merchant, network or card association that processes the transaction:

- Transactions processed by Citibank are converted into a U.S. dollar amount using Citibank's procedures in effect at the time the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is based on either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Transaction types currently processed by Citibank include ATM withdrawals made at many Proprietary Citibank ATMs outside the United States or Puerto Rico.
- Transactions processed by MasterCard® currently use a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on the processing date (Note: this rate may be different from the rate that MasterCard® receives), or (b) the government-mandated rate. Transaction types currently processed by MasterCard® include Signature-based POS transactions and ATM withdrawals (including those at certain Proprietary Citibank ATMs). Please note that PIN-based POS transactions cannot be made at international locations. Citibank® Debit Cards can still be used to make Signature-based POS purchases.

The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

### 8.2.2 Bill Payments

- You can make payments to third parties by calling the number on the back of your card or on Citi Online or on Citi Mobile. When you pay your bills through our bill payment service, your payment is transferred electronically or by an official check. Your account or invoice number can be included with your payment, whether it is made electronically or by check. You can schedule a bill payment up to one year in advance and you can schedule a series of recurring payments.
- If you want to cancel one scheduled bill payment or a series of recurring payments to the same merchant, you must do so by 11:59 PM Eastern Time on the day prior to the next scheduled payment date. You can cancel a payment via Citi Online or by calling 1-800-374-9700. (TTY: We accept 711 or other Relay Service). If you call the number on the back of your card, a representative will be able to assist you whether the bill payment was scheduled via phone or via Citi Online or Citi Mobile.
- If a bill payment is made by check, a stop payment order can only be accepted under certain circumstances. Refer to section 7.2.5 *Stop Payment Orders (Checks)* for more information about stop payment requests on Citibank Official checks. You cannot stop payment on electronic bill payment once that payment has been issued by Citibank.
- Your Citibank account statement will include all bill payment transactions. If you suspect any error in these statements, or if you have questions or need help, you should write to us at Citibank Client Services, P.O. Box 769004, San Antonio, Texas 78245-9989 or call the phone number on the back of your Citibank Banking Card or 1-800-374-9700. (TTY: We accept 711 or other Relay Service.)
- A pre-authorized bill payment can be reviewed online or via CitiPhone Banking®. If you believe an unauthorized bill payment has been or might be made, you should call 1-800-374-9700. (TTY: We accept 711 or other Relay Service.)

- There is no monthly charge or transaction fee for paying your bills using Citi Online or Citi Mobile, the Telephone Automated Bill Payment Service or when you schedule a single payment or multiple bill payments with the assistance of a CitiPhone representative.
- If you are using your account to make pre-authorized payments to a person or company and these payments vary in amount, it is the responsibility of that person or company to notify you of the amount and date of next payment. You should contact the payee and/or service provider, and not Citibank, regarding your options for receiving this notice.

Bill Payment Limits				
	Standard Limits	Citi Priority Limits	Citigold® Limits	Citigold® Private Client Limits
Daily Transaction Limit	\$50,000	\$50,000	\$50,000	\$50,000
Single Transaction Limit	\$10,000	\$50,000	\$50,000	\$50,000

### Electronic Check Conversion

You may authorize a merchant or other payee to process an electronic transfer from your account using the information from a paper check that you have issued to that merchant or payee to make a payment or pay for a purchase.

### 8.2.3 Internal Transfers Between Linked Accounts

You can transfer funds between your linked Checking account and Savings account and any linked credit card account using Citi Online, Citi Mobile, CitiPhone Banking or at a Proprietary Citibank ATM. You may also transfer funds between your linked CDs at account opening and renewal, Checking accounts, and Savings accounts on Citi Online, Citi Mobile or CitiPhone Banking. You can transfer funds between your linked Checking, Savings or credit card accounts at a Network ATM showing one of the network symbols shown on your Citibank Banking Card. For transfer limits on your linked Citibank credit accounts (including credit cards) refer to your applicable customer agreements.

You can transfer funds between your eligible Checking or Savings account and a linked CGMI Account using Citi Online or Citi Mobile when all accounts have common owners/account titles. Transfer requests to a linked CGMI Account made after 4:00 PM Eastern Time on a Business Day or at any time on a non-Business Day will be processed on the following Business Day.

**Automatic Transfers.** You can set up automatic transfers between your linked Checking and Savings accounts on a weekly, every-other-week or monthly basis. Examples include monthly transfers of interest earned on your savings account to your checking account or monthly transfers to contribute to your IRA account. You can also set up automatic transfers of interest earned on CDs to eligible linked accounts when opening or renewing a CD.

### 8.2.4 Citibank® Global Transfer Service

You can use make transfers from your eligible Citibank® checking or savings account to the account of another Citibank customer in the U.S. or in select markets outside the U.S. or to receive funds into your account from another Citibank customer in the U.S. using Citi Online or Citi Mobile to the minimum transaction amount is \$1, exclusive of the transaction fee. There is no fee for sending or receiving a Citibank® Global Transfer. When you send a Citibank® Global Transfer to the account of another Citibank customer in the U.S., the funds will be debited from your designated eligible account and immediately credited to the recipient’s account. Transfers to U.S. accounts will be made in U.S. dollars. When you send a Citibank® Global Transfer to another Citibank account held by you or anyone else outside of the U.S., the funds will be debited from your designated eligible account and credited to the recipient’s account. The transfer will be made in the currency of the foreign recipient’s account. Citibank’s exchange rate includes a commission for the conversion service. Please refer to section 9.2 *Remittance Transfers* for information about claims or inquiries regarding a consumer international Citibank Global Transfer transactions.

**Destinations.** We may change the permitted destinations for Citibank Global Transfers from time to time based on security issues and other factors. Approved destination countries may change. Information on available countries can be obtained by calling the number on the back of your Citibank Banking Card or on Citi Online.

**Citibank Global Transfer Service Limits for Account-to-Account Transfers by channel  
(transfer limits are stated in U.S. dollars):**

Your Citibank® Global Transfer Service transfer limits may vary at our discretion and without prior notice based on risk factors relevant to this service and your personal transaction activity.

	Standard Limits	Citi Priority Limits	Citigold® Limits	Citigold® Private Client Limits
<b>Citi Online</b>				
<i>Daily Transfer Limit</i>	\$50,000	\$75,000	\$100,000	\$100,000
<b>Citi Mobile</b>				
<i>Daily Transfer Limit</i>	\$50,000	\$75,000	\$100,000	\$100,000
<b>Citi Online</b> <b>Citi Mobile</b>				
<i>Weekly Transfer Limit</i>	\$50,000	\$100,000	\$150,000	\$500,000

**8.2.5 Institution Transfer (IIT) Service**

You can use the Inter-Institution Transfer Service to request a transfer of funds through Citi Online: (1) from an eligible Citibank account owned by you to a verified account you own at another financial institution in the United States; or (2) from a verified account you own at another financial institution in the United States to your eligible Citibank account in the United States. Citibank generally uses the ACH Network to execute your transfer request, but other methods of transfer may also be used. All transfer requests using this service are subject to and further described in the Inter-Institution Transfer Service agreement you received when you enrolled in the service. Currently, there are no fees to send or receive funds using the Inter-Institution Transfer Service but we reserve the right to change the fee schedule for the use of this service. Please note that per-transfer and aggregate limits apply to both incoming and outgoing transfers.

**Cancellation of transfer requests.** If you want to stop (cancel) a scheduled transfer or a series of scheduled transfers to the same external account, you must do so by 9:30 PM Eastern Time on the day prior to the next transfer date. You can cancel by visiting a Citibank branch, through Citibank® Online or by calling the phone number on the back of your Citibank Banking Card. Please note that if you request cancellation of one in a series of scheduled transfers, that cancellation will be effective as to all subsequent transfers to or from that external account. You will need to set up your transfer request again if you wish to resume recurring transfers to or from that external account.

**8.2.6 Zelle®**

Zelle® is an easy and fast way to send money to other persons — typically within minutes between enrolled customers with a bank account in the U.S. — with just an email address or U.S. mobile phone number. Zelle® is a digital service available within the Citi Mobile App and on Citi Online that can be used by you to send and receive money with your checking account.

You are responsible for using the correct U.S. mobile phone number or email address belonging to your friend or family member or other trusted person. You will be responsible for any keystroke or other errors you make when sending or requesting money.

For a full description of Zelle® including Frequently Asked Questions, please visit Citi Online. Zelle® is subject to terms, conditions and restrictions in the Citibank with Zelle® Terms and Conditions made available to you upon enrolling in the service or at any time on Citi Online.

FOR THE PROTECTION OF YOUR ACCOUNT, ZELLE® SHOULD BE USED ONLY TO SEND MONEY TO FRIENDS, FAMILY OR OTHERS YOU TRUST. YOU SHOULD NOT USE THE SERVICE TO SEND MONEY TO RECIPIENTS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. NEITHER CITIBANK NOR ZELLE® OFFER A PROTECTION PROGRAM FOR ANY AUTHORIZED PAYMENTS MADE WITH ZELLE®. FOR EXAMPLE, IF YOU MAKE A PURCHASE USING ZELLE® BUT YOU DO NOT RECEIVE THE ITEM OR THE ITEM IS NOT AS DESCRIBED OR AS YOU EXPECTED.

### Tips to keep your accounts and information safe

- **Be on the lookout for scammers who try to impersonate Citi Employees.**  
*Remember, Citi will never call and ask you to share your password, username or one-time passcode.*
- **Don't share personal information with someone you don't know.**  
*Be suspicious of unexpected phone calls, texts or emails that ask you for personal information such as credit card numbers or passwords. Hang up and call or chat directly with Citi customer support.*
- **Be suspicious of false urgency.**  
*Scammers often try to convince you that a situation is urgent and you have to act now.*
- **Watch out for fake Citi SMS texts.**  
*Citi may email, text or call you if we detect unusual account activity, but we will never send you an SMS text from a 10-digit phone number or SMS text from an email address.*
- **Be wary of requests to transfer money to yourself.**  
*Request to transfer money to yourself may actually result in money being transferred to a fraudster's account.*
- **Use only Citi-owned contact methods.**  
*When conducting business with Citi, use Citibank Online, the Citi Mobile app or reach out to customer support via the number on your account statement or on the back of your card.*

For more information on how to protect yourself from scammers, visit [www.citi.com/fraudprevention](http://www.citi.com/fraudprevention).

### 8.3 Stop (Cancel) Payment Orders (Pre-authorized Recurring Fund Transfers)

You may place a stop payment on (cancel) pre-authorized recurring transfers from your Account by visiting a Citibank branch, through Citi Online or by calling the phone number on the back of your Citibank Banking Card. We must receive your request at least three (3) Business Days before the transfer is scheduled to be made. If you request a stop payment by phone, we may also ask you to confirm your request in writing within two (2) weeks. Payment cannot be stopped on a transfer that has already been paid or that is in the process of being paid. If you have instructed us to stop payment on a scheduled transaction at least 3 Business Days before the transaction is scheduled to be made and we do not do so, we will pay for your losses or damages.

If you place a stop payment on recurring transactions from the same originator (payee), we may require that you confirm, in writing or orally, that you have previously revoked your authorization with the originator (payee). If you fail to provide us with such confirmation, the bank may debit your account for subsequent transactions initiated by that originator (payee).

Contents of Stop Payment Order. You will need to accurately provide:

- Your account number;
- The date of the scheduled transfer;
- The exact amount (dollars and cents); and
- The payee's name.

**Please note:** If the information is not exactly correct, we may not be able to identify the transaction and a stop payment may not be effective.

**Effective Period of Stop Payment Order.** A stop payment order on an ACH transaction is permanent. For recurring transactions, this means that your stop payment order will be effective as to subsequent withdrawals/ payments initiated by that originator (payee) unless you contact the bank and request that the stop payment order be removed.

Checks converted to electronic transactions. If you believe a check you have written has been converted to an ACH transfer and you would like to place a stop payment you should place a stop payment on both the check and also the ACH transfer. Please contact us by calling the phone number on the back of your Citibank Banking Card and inform us that you have a check that you believe was converted to an electronic transaction for which you would like to stop payment.

#### **8.4 Stop (Cancel) Payment Orders (One-time Future Dated ACH Transfers)**

You may request that we stop payment (cancel) on a one-time future-dated ACH transfer originated by Citi from your Account provided we receive your stop payment instruction by 11:59 PM Eastern Time on the day prior to the scheduled payment date. Payment cannot be stopped on a transfer that has already been paid or that is in the process of being paid. You will need to accurately provide us with a description of the following: your account number; the date of the scheduled transfer; the exact amount (dollar amount and cents) of the transfer; and the name of the payee. If you do not provide us with accurate information and we are unable to identify the transaction, the stop payment may not be effective.

**Please note:** We will not be able to place a stop payment on a one-time future dated ACH debit transfer that is originated by an external payee and received by Citi. You will need to contact your payee to notify them that you have revoked your authorization for the transfer.

#### **8.5 Unauthorized Transactions: Notice and Error Resolution Procedures**

##### **Notice and Error Resolution Procedures for Lost or Stolen Citibank Banking Cards or Other Access Devices and Unauthorized Electronic Transactions**

If any of your Access Devices are lost or stolen, it is your responsibility to notify us immediately. Please call the number on the back of your Citibank Banking Card.

Please remember that your Citibank Banking Card and all of your Access Devices are valuable, and it is important for you to exercise care with them. To protect your personal and account information, be sure to keep your PIN and other Access Devices secure. As a general practice, we recommend that you periodically change your PIN.

Tell us at once if you believe any of your Access Devices, including but not limited to your Citibank Banking Card, has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). Call CitiPhone Banking® at 1-888-CITIBANK or use the number located in the Contact Us section of this Agreement. For TTY: We accept 711 or other Relay Service. Customer service representatives are available to assist you 24 hours a day, 7 days a week. If you tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone uses your Access Device without your permission, subject to zero liability protection.

If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Access Device, and we can prove we could have stopped someone from using your Access Device without your permission if you had told us, you could lose as much as \$500, subject to zero liability protection.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, notify us at once. If you do not notify us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had informed us in time. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we will extend the time periods.

The following additional terms are applicable if the governing state law of your account is that of one of the states listed below:

**California.** Within this section, the paragraph above describing liability up to \$500 shall not apply.

**New York.** Within this section, your liability for the unauthorized use of your Citibank Banking Card shall not exceed \$50.

**Citibank® Banking Card Zero Liability Protection.** If your Citibank Banking Card is used in conjunction with an unauthorized transaction your liability for unauthorized use as described above, will not exceed:

- i. \$0
  - If you report the loss or theft of your card promptly upon discovery of such loss or theft;
  - and you exercised reasonable care in safeguarding your card from the risk of loss or theft;
  - and the account to which transactions initiated with your card were posted is in good condition; or
- ii. The lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized user before notification to the bank if all conditions listed in section (i) above have not been met.

**Contact in Event of Unauthorized Transfer.** If you believe your Access Device has been lost or stolen call: CitiPhone Banking® at 1-888-CITIBANK or write: Citibank Client Services, P.O. Box 769004, San Antonio, Texas 78245-9989. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

## 8.6 Other Electronic Fund Transfer Errors: Notice and Error Resolution Procedures

### Error Resolution and Notice Procedures for other types of Electronic Fund Transfer Errors

If your statement or transaction record is wrong or if you need more information about a transfer listed on your statement or record, contact us as soon as possible by calling us at 1-888-Citibank or by writing to us at Client Research, Citibank Client Services, P.O. Box 769014, San Antonio, Texas 78245-9014.

**Please note:** If the error concerns an ATM network transaction, be sure to contact Citibank or Citigroup Global Markets Inc. — depending on the institution holding the account from which you were attempting to withdraw funds — not the financial institution that operates the machine. We need to hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Notify us of your name and account number (if any)
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information
3. Notify us of the dollar amount of the suspected error.



If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. For new accounts (where the notice of error involves an electronic funds transfer to or from your account, that occurred within thirty (30) days after the first deposit to the account was made), we can take up to twenty (20) Business Days to determine whether an error occurred and up to twenty (20) days to provisionally credit your account for the amount you think is in error. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. For errors involving point-of-sale or foreign-initiated transactions, we may also take up to ninety (90) days to investigate your complaint or question.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

In any case, we will tell you the results of our investigation within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Credit for an Electronic Fund Transfer is provisional until the Error Resolution process is complete. If we give you provisional credit, you have full use of the funds while we investigate your claim. This provisional credit is conditional and will either be made permanent or removed, depending on the outcome of our investigation. If we determine you are responsible for part or all of the Electronic Funds Transfer, you become obligated to us for that amount.



## 9 Other Fund Transfer Services

### 9.1 Outgoing Wire Transfers

The following terms apply to any wire transfer requests we receive to transfer funds from your account to an account maintained at another institution. In addition to the information provided here, please refer to the separate funds transfer agreement governing the terms of service for transfers made using Citi Online or the Citi Mobile App. Please note that outgoing international transfers from a consumer account are also governed by special provisions regarding disclosures you receive and error resolution rights as more fully described in section 9.2 *Remittance Transfers* of this Agreement. Before utilizing our wire transfer services, please read the following important tips for wire transfer safety.

#### General Tips for Wire Transfer Safety

Wire transfers are a fast way to send money to individuals and businesses. However, because they are fast and final they can also be a target for fraud. According to the Federal Bureau of Investigation, the incidents of wire transfer scams have increased significantly. Common scams include: phishing (attempts to obtain sensitive information such as account details by posing as a reputable company via email, text, or phone); family emergency (receipt of a message from a friend or family member claiming to be in need of money for an emergency); and IRS Impostors (fake IRS tax notices or individuals impersonating as IRS agents claiming you owe taxes). For additional recent and common scams, please visit the Federal Trade Commission web site at <https://www.consumer.ftc.gov/features/scam-alerts>.

Your financial security is important to us. We encourage you to take the following steps to reduce your risk of fraud when sending wire transfers:

- Know Who You are Dealing With — Do not send funds to an individual or business you don't know personally.
- Verify your Wire Transfer Instruction — Check the information you include on a wire transfer instruction to verify the information is correct.
- Verify the legitimacy of what you are paying for — Independently confirm (whether in-person or through a trusted third-party) the legitimacy of what you are paying for.
- Be Cautious of any Recipient Claiming Urgency — Don't be rushed into initiating a transfer to anyone claiming an urgent deadline.

If you believe you may have been a victim of a wire transfer scam, time is of the essence. Please contact Citibank immediately so that we can attempt to contact the corresponding financial institution that may have received the fraudulent wire transfer.

**Debit Authorization.** When we receive a funds transfer request, you authorize us to debit your account for the amount of the transfer and you also authorize us to charge your account any applicable service fees in accordance with the fee schedule in effect at the time of your request.

**Reliance by Citibank.** Citibank will rely on the information you provide in making a funds transfer on your behalf. It is your responsibility to provide Citibank® with accurate information regarding that transfer, including the account number of the beneficiary of the funds transfer and where applicable, the number (such as "BIC" or "SORT") identifying the beneficiary institution; payment will be processed based on the number(s) provided by you. Should you provide an incorrect account number and/or beneficiary institution identifier, you understand that any losses resulting from the funds being credited to the wrong account will be your responsibility. For international transfers, you may be required at the time you initiate the request to provide Citibank with information regarding the currency in which the beneficiary account is maintained. You understand and acknowledge that Citibank will rely on this information in executing your request.

**Security Procedures.** When we receive a request for a funds transfer, we will follow a security procedure established for your protection and ours to verify that the transfer has been properly authorized. This procedure depends on the means by which a funds transfer request is received and may entail a telephone call, email, text or other form of communication. You understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction or to prevent duplicate transfers. You agree to our use of the applicable security procedure and agree to be bound by any funds transfer request that Citibank receives and verifies in accordance with the security procedure outlined above. You also understand that the security procedure is not designed to determine whether your funds transfer request is appropriate for you.

**Transfer to a Beneficiary Bank.** When you request a funds transfer, you must select a financial institution to receive it. For funds transfers within the U.S., the beneficiary bank must be a member of the Federal Reserve System, a correspondent bank of such a member, or a Clearing House Interbank Payment System (CHIPS) member. You may request that the funds either be deposited into a particular account at the beneficiary bank or be held at the beneficiary bank for your beneficiary. The beneficiary bank is responsible for notifying the beneficiary that the funds are available. After the funds are transferred to the beneficiary bank, they become the property of the beneficiary bank. The beneficiary bank is responsible to locate, identify, and make payment to your beneficiary. **You understand that payment may be made by the beneficiary bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary.** If the beneficiary cannot be located, the funds may be returned. Except as may be prohibited by federal law, any losses resulting from an incorrect account number or other misidentification of your beneficiary provided by you are your responsibility and not Citibank's.

**Currency of Transfer.** Funds Transfers to beneficiaries within the United States are made only in U.S. dollars. For international transfers, Citibank may ask you to indicate the currency in which the beneficiary account is held. If you indicate that the account is held in U.S. dollars, your transfer must be made in U.S. dollars. If you indicate that the account is held in foreign currency (either the local currency of the country where the account is maintained or another foreign currency offered by Citibank) Citibank will send the transfer in that foreign currency unless the transfer in foreign currency is prohibited by local restrictions of the destination country. If you indicate you do not know the currency in which the beneficiary account is held, you can choose to send the transfer in U.S. dollars or in one of the foreign currency options provided by Citibank at the time of the transfer request. You understand that Citibank has the right to rely on your statement as to the currency of the beneficiary account and that it will not be responsible for any error in the information it provides you concerning the applicable exchange rate and the amount of funds to be received by the beneficiary should your statement be incorrect and a currency conversion occurs after Citibank sends your transfer. For transfers in foreign currency, Citibank will convert your U.S. dollar payment to the foreign currency selected by you at Citibank's exchange rate in effect at that time for similar transactions. The exchange rate includes a commission to Citibank for exchanging the currency. Information regarding the applicable exchange rate will be provided to you at the time you initiate the transfer request. In addition, in the case of transfers into your account which are sent in foreign currencies, we will convert the funds into U.S dollars at our current conversion rate. Our conversion rate for both outgoing and incoming foreign fund transfers includes a commission for the conversion service.

**Delays or Non-Execution of Funds Transfers.** We will not be liable for any delay or failure to execute your funds transfer request or delay in making the funds available to the beneficiary due to circumstances beyond the control of Citibank or any intermediary or beneficiary bank handling the transfer including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of your funds transfer request or execution of such request by the bank, whether caused by strikes, power failures, equipment malfunctions, or delays caused by one or more of the institution's fraud screening procedures or compliance procedures for anti-money laundering, economic sanctions or similar laws. You further agree that we may refuse to process or delay processing any request if it would violate any guideline, rule, policy, or regulation of any government authority or funds transfer system.

**Rejection of a Funds Transfer Request.** We reserve the right to reject your funds transfer request without cause or prior notice. We may reject your request if the dollar value of one or more of your transfer requests exceed your daily transfer limit, if you have insufficient available funds in your account for the amount of the funds transfer and applicable fee, if the information you provide in connection with that transfer is incomplete or unclear, if we are unable to confirm the identity or authority of the person providing the request, or if we are unable to fulfill your request for any other reason. For international transfers you understand we are required by U.S. regulations to provide you with certain information about your transfer request and if we are unable to provide you with that information at the time of your transfer request for any reason, we will need to reject your request. If we reject a request for a funds transfer, you will be notified of the rejection at the time of your request or as soon thereafter as we determine to reject the transfer request.

**Cancellation/Amendment of Domestic Funds Transfer Request.** You may cancel or amend a funds transfer request (including a consumer international transfer not cancelled or amended in accordance with the special rules described in the section *9.2 Remittance Transfers*) only if we receive your request prior to the execution of the funds transfer request and at a time that provides us with a reasonable opportunity to act upon that request. If your funds transfer request has already been executed by Citibank, you understand and agree that the request to cancel or amend the funds transfer will be effective with the voluntary consent of Citibank and the beneficiary bank. Citibank will first have to check with the beneficiary bank to determine whether or not the beneficiary bank will return your funds. If the beneficiary bank confirms that the funds are returnable and the funds are returned to Citibank, Citibank will return the funds to you. The amount that is returned to you may be less than you originally transferred because of service charges of the beneficiary bank and/or Citibank. Your returned funds will be in U.S. dollars. If your funds transfer was in foreign currency, your returned funds will be in U.S. dollars at the exchange rate established by Citibank on the date of return. Citibank shall not be liable to you for any loss resulting from the failure of the beneficiary bank to accept a cancellation or amendment of your funds transfer request.

**Please note:** If your transfer is returned by the beneficiary bank to Citibank, an amendment request cannot be accepted and as a result, the funds will automatically be credited back to your account less any applicable service charges. If your transfer was in foreign currency, Citibank will convert your returned funds in U.S. dollars to the foreign currency selected by you at Citibank's exchange rate in effect at that time for similar transactions.

**Applicable to claims or questions with respect to Domestic Wire Transfers.** You have the responsibility to let us know of any error, delay or other problem with your funds transfer within thirty (30) days from the date you receive notification that we have transferred the funds. In the event that your transfer was delayed or erroneously executed as a result of erroneous information you provided, you understand that you may be responsible for the amount of that transfer and any associated fees. If your transfer was delayed or erroneously executed as a result of Citibank's error, Citibank's sole obligation to you is to pay or refund such amounts as may be required under the Uniform Commercial Code Article 4A or by other applicable law. Any claim for interest payable by us shall be at our published savings account rate in effect within the state of the home financial center of the account from which the funds transfer was made.

**Limitation of Liability.** Citibank shall not be responsible for any incidental or consequential damages or expenses arising in connection with your funds transfer.

**Applicable to claims or questions with respect to Consumer International Transfers.** Please refer to section *9.2 Remittance Transfers* for a description of your error resolution rights.

## 9.2 Remittance Transfers

Remittance transfers are outgoing international wire transfers or international Citibank Global Transfers initiated from a consumer account in the U.S. to a beneficiary outside the U.S. and its territories. When you send a remittance transfer, you will be provided with a disclosure describing your transaction details and are an explanation regarding additional rights you are entitled to under federal regulation. The following summarizes your right to cancel/amend your remittance transfer request as well as your right to assert a claim or make an inquiry regarding your remittance transfer:

**Cancellation/Amendment of Remittance Transfer Request.** Remittance transfer requests may be cancelled for a full refund or amended provided you cancel or amend your request within thirty (30) minutes of our receipt of your authorizing payment for the transfer unless the funds have been picked up or deposited. If you request a cancellation or amendment after this thirty (30) minute period, the provisions under the paragraph “Cancellation/Amendment of Domestic Funds Transfer Request” will apply.

To cancel a Consumer International Citibank Global Transfer, please call 1-866-515-1725 (TTY: We accept 711 or other Relay Service), sign into Citi Online or the Citi Mobile App. When cancelling by phone, you will need to provide us with information to help identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund will be made no later than three business days of your request to cancel.

To cancel a Consumer International Wire Transfer, please call 1-888-606-9716 (TTY: We accept 711 or other Relay Service) and for Citi Online initiated wire transfers, you can cancel online. When cancelling by phone, you will need to provide us with information to help us identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund will be made no later than three business days of your request to cancel.

### **Error Resolution Procedures: Remittance Transfers**

If you think there has been an error or you need more information about your transfer, you must contact Citibank (International Global Transfer: 1-866-515-1725 (TTY: We accept 711 or other Relay Service); International Wire Transfer: 1-888-606-9716 (TTY: We accept 711 or other Relay Service) or write to Client Research, Citibank Client Services, P.O. Box 769014, San Antonio, TX 78245-9014) within one hundred and eighty (180) days of the date indicated by Citibank that the funds would be available to the beneficiary of that transfer. At that time, you may be asked to provide the following information: 1) your name, address, and account number; 2) the name of the person receiving the funds, and if you know it, his or her telephone number or address; 3) the dollar amount of the transfer; 4) the reference code for the transfer; and 5) a description of the error or why you need additional information. We may also ask you to select a choice of remedy (credit to your account in an amount necessary to resolve the error or alternatively, a resend of the transfer for those cases where bank error is found). Citibank will determine whether an error has occurred within ninety (90) days after you contact the bank.

If Citibank determines that an error has occurred, we will promptly correct that error in accordance with the remedy option(s) available to you. In all cases, we will provide you with a written explanation of the results of our investigation. You may also ask for copies of the documents we used in our investigation.

# 10 Additional Important Terms and Information

## 10.1 Legal Process

Regardless of where or how we are served, we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your account which we believe to be valid. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will also have and may enforce a right of setoff and security interest against any of your accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process.

We may comply with process we deem appropriate even if it appears to affect the interest of only one owner of a joint account. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred.

Accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. client trust account") may be subject to legal process unless our records contain an express written trust or court order that provides otherwise.

Upon receipt of any legal process, you will be liable to us for our processing fee, and reimbursement for our record research, reproduction and handling costs. We may deduct such fee, as well as any expenses, including, without limitation, attorneys' fees in connection with any such document or legal process, from your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees.

You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid

When we receive an order instructing us to restrict access to funds in an account, we may remove the funds from the account and maintain them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine account fees and rates.

## 10.2 Security Interest

You grant us a security interest in your account for amounts owing to us under this Agreement by any owner. This provision does not apply to IRA accounts or other tax-qualified retirement accounts or where otherwise prohibited by law.

## 10.3 Right of Setoff

Subject to applicable law, we may exercise our right of setoff against any or all of your accounts (except IRA, money purchase plan or profit sharing plan, and certain trust accounts) without notice, for any liability or debt of any owner or beneficial owner, whether joint or individual, direct or contingent, now or hereafter existing, and whether arising from our fees or charges, overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If an account is a joint or multiple-party account, each joint or multiple-party account owner authorizes us to exercise our right of setoff against any and all accounts of each account owner.

You also agree to allow us to apply any subsequently credited deposit made to your account against any overdrafts and against any fees and charges or other obligations owed us in whichever order we determine. You acknowledge and agree that if you do not want your electronically deposited benefits applied in this way, you have the option of changing your direct deposit instructions by providing notice to the benefits payor at any time.

#### **10.4 Indemnification**

Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our services, and (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

#### **10.5 Limitation on Time to Sue or Arbitrate**

Unless otherwise required by law, an action, proceeding or arbitration by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one (1) year after the cause of action accrues (two (2) years if the governing state law of your account is Texas).

#### **10.6 Limitation of Liability**

Except as otherwise required by law, we are not liable to you for any claim, cost, loss or damage caused by an event that is beyond our reasonable control. In particular, we are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing our obligations for a service, including acting on a payment order, crediting a funds transfer to your account, processing a transaction or crediting your account. Circumstances beyond our reasonable control include, but are not limited to, natural disasters such as a tornado, hurricane, earthquake or flood, emergency conditions, such as a war, terrorist attack, riot, fire, theft or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment for any reason, including a loss of electric power, the breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier or any mail or courier service; the potential violation of any guideline, rule or regulation of any government authority; suspension of payments by another bank; or your act, omission, negligence or fault. We will never be liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind resulting from the conditions stated in this *Limitation of Liability*.

In connection with any transaction or service provided under this Agreement, IN NO EVENT WILL EITHER YOU OR THE BANK, OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER ANY CLAIM IS BASED ON CONTRACT, STATUTE, OR TORT, OR WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO ANY PARTY. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your account.

#### **10.7 Citibank Affiliates**

Citibank, N.A. affiliates referred to in this Agreement include, but are not limited to:

Citigroup Global Markets Inc. (CGMI), member SIPC, is an investment advisor and broker-dealer registered with the Securities and Exchange Commission. CGMI and Citibank are affiliated companies under the common control of Citigroup Inc. CGMI offers investment products and services, including through the following lines of business:

Citi Personal Wealth Management is a business of Citigroup Inc., which offers investment products through Citigroup Global Markets Inc. ("CGMI"), member SIPC. CGMI and Citibank, N.A. are affiliated companies under the common control of Citigroup Inc.



The Arbitration section of the Client Manual and Marketplace Addendum (CMMA) is identical to the Arbitration section of the Consumer Deposit Account Agreement (CMA). If you previously opted out of arbitration under the CMMA, you are opted out of arbitration in the CMA. Customers who did not opt out of Arbitration in the CMMA at the time they opened their account are ineligible to opt out of Arbitration for their existing accounts. Unless you have previously opted out, all agreements to arbitrate between you and Citibank remain in full force and effect.

## 11 Arbitration

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

THIS SECTION PROVIDES THAT DISPUTES MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, HAVE A JURY TRIAL OR INITIATE OR PARTICIPATE IN A CLASS ACTION. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR, NOT A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN IN COURT. THIS ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT (FAA), AND SHALL BE INTERPRETED IN THE BROADEST WAY THE LAW WILL ALLOW.

### Covered Disputes

You or we may arbitrate any claims, dispute or controversy between you and us arising out of or related to your account(s), a previous related account or our relationship (called “Disputes”).

**If arbitration is chosen by any party, neither you nor we will have the right to litigate that Dispute in court or have a jury trial on that Dispute.**

Except as stated below, all Disputes are subject to arbitration no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek, including claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; claims made as counterclaims, cross-claims, third party claims, interpleaders or otherwise; claims made regarding past, present or future conduct; and claims made independently or with other claims. Disputes include any unresolved claims concerning any services relating to such account, including without limitation, safe deposit box services, wire transfer services, and use of a Citibank Banking Card or Citibank Banking Card displaying the MasterCard® Brand Mark. This also includes claims made by or against anyone connected with us or you or claiming through us or you, or by someone making a claim through us or you, such as a joint account owner, account beneficiary, employee, agent, representative, predecessor or successor, heir, assignee, trustee in bankruptcy, or an affiliated/parent/subsidiary company. A party who initiates a proceeding in court may elect arbitration with respect to any dispute advanced in that proceeding by any other party. Disputes include claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. Any questions about whether Disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.



**Arbitration Limits.** Individual Disputes filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.

We won't initiate arbitration to collect a debt from you unless you choose to arbitrate or assert a Dispute against us. If you assert a Dispute against us, we can choose to arbitrate, including actions to collect a debt from you. You may arbitrate on an individual basis Disputes brought against you, including Disputes to collect a debt.

Disputes brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party, neither you nor we may pursue a Dispute as part of a class action or other representative action. Disputes of 2 or more persons may not be combined in the same arbitration. However, joint account owners, account beneficiaries, agents, representatives, heirs, or a trustee in a bankruptcy on your account and/or related accounts, or corporate affiliates are here considered as one person.

**How Arbitration Works.** Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the Dispute is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. You can obtain a copy of the AAA Rules at the AAA's website ([adr.org](http://adr.org)) or by calling 1-800-778-7879. You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your home address.

Arbitration may be requested at any time, even when there is a pending lawsuit, unless a trial has begun or a final judgment entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion or discovery in a court lawsuit. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA.

The arbitration shall be decided by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure or discovery, but the arbitrator shall honor claims of privilege recognized at law, and shall take reasonable steps to protect account information and other confidential information of either party if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and award damages or other relief under applicable law.

The arbitrator shall make any award in writing and, if requested by you or us, may provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on any other person or dispute.

**Paying for Arbitration Fees.** We'll pay your share of the arbitration fee for an arbitration of Disputes of \$74,000 or less if they are unrelated to debt collection. Otherwise, arbitration fees will be allocated according to the applicable AAA Rules. If we prevail, we may not recover our arbitration fees, unless the arbitrator decides your Dispute was frivolous. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us based on applicable law.

**The Final Award.** Any award by an arbitrator is final unless a party appeals it in writing to the AAA within 30 days of notice of the award. The arbitration appeal shall be determined by a panel of 3 arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law

**Right to Resort to Provisional Remedies Preserved.** Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of setoff or the right to restrain funds in an account, to interplead funds in the event of a Dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any Dispute related to such provisional remedies.

**Survival and Severability of Terms.** These arbitration provisions shall survive changes in this Agreement and termination of the account or the relationship between you and us, including the bankruptcy of any party and any sale of your account, or amounts owed on your account, to another person or entity.

If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Dispute. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

**Rules for Rejecting This Arbitration Provision.** You may reject this arbitration provision by sending a written rejection notice to us at: 100 Citibank Drive, Attn: Arbitration Opt Out, San Antonio, TX 78245. Your rejection notice must be mailed within 45 days of account opening. Your rejection notice must state that you reject the arbitration provision and include your name, address, account number and personal signature. No one else may sign the rejection notice. Your rejection notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us. Rejection of this arbitration provision won't affect your other rights or responsibilities under this Agreement, including use of the account.

# Appendix 1: Fee Schedule

The following Checkbook Order Fee, Safe Deposit Fee, Fee Chart, and Wire Transfer Fee Chart are known as the “Fee Schedule.” Unless otherwise stated, all fees described in the Fee Schedule are charged to the account associated with the product or service.

**Checkbook Orders.** Fees will be charged for standard and Non-Standard checkbook orders. “Non-Standard Checkbook Orders” include non-standard design, non-standard lettering, nonstandard cover and non-standard logos. Standard checkbook order fees are waived for accounts in the Citi Priority, Citigold, and Citigold Private Client Relationship Tiers at the time standard checkbooks are ordered. Non-Standard Checkbook Order fees are waived for accounts in the Citigold Private Client Relationship Tier.

**Safe Deposit Box fees.** Pricing varies per size per location. Please refer to your Safe Deposit Box Agreement for applicable fees. Sales tax may be assessed depending on your box location. If applicable, please refer to drilling fees and lost/replacement keys disclosed at the time of service.

Safe Deposit Box Fee Chart			
Safe Deposit Box Fee Chart Annual Rental Fee Refer to your Safe Deposit Box Agreement, but generally:	Citi Priority	Citigold®	Citigold® Private Client
\$0-\$125	Waived	Waived	Waived
\$126 - \$250	\$125 off annual rental fee	\$125 off annual rental fee	\$125 off annual rental fee
\$251 +	50% off annual rental fee	50% off annual rental fee	50% off annual rental fee

**Payment.** At the time you open a Safe Deposit Box, the first-year rental fee must be paid by cash or check or as a one-time debit from a chosen transaction account. At renewal, the annual rental fee will be paid either via direct debit authorized by executing a direct Debit Authorization Form or by paying with cash or check in a branch. Customers who open a new Safe Deposit Box must own a Checking account or a Savings account and arrange for annual rental fee payments by executing a Direct Debit Authorization Form (“Direct Debit”). Pursuant to your renewal notice, a late fee may apply if you do not pay your Safe Deposit Box fees timely.

**Relationship Tier benefit.** Customers in a Relationship Tier who also own a Checking account or a Savings account at the time they are billed for a Safe Deposit Box are eligible for a fee waiver or reduced fee as described in the Safe Deposit Box Fee Chart. Please note Citi reviews Relationship Tier status at the time of billing and not at the time of the renewal date of the Safe Deposit Box. Customers are eligible for one Safe Deposit Box fee waiver or reduced fee per calendar year. Customers who own multiple Safe Deposit Boxes are not eligible for multiple fee waivers or multiple reduced fees.

**Direct Debit benefit.** Deposit customers who own a Checking account or a Savings account, but do not qualify for a waiver or reduced fee based on their Relationship Tier, may be eligible for a 10% Safe Deposit Box fee discount if they pay their Safe Deposit Box Fee with a Direct Debit.

## Fee Chart

### Account Fee When in

Account Fee Description	Standard Fee	Citi Priority	Citigold®	Citigold® Private Client
Clerical Research (per hour, one-hour minimum)	\$25.00	\$25.00	\$25.00	\$25.00
Collection of Checks Drawn on Foreign Bank <i>Additional fees may apply as a result of fees charged for collection of the item by other institutions.</i>	\$30.00	\$30.00	\$30.00	\$30.00
Expedited Domestic Delivery of Replacement Debit Card <i>May appear on your bank statement as: Expedited Card Fee</i>	\$6.00	Waived	Waived	Waived
Foreign Currency Exchange Fee — Under \$1,000 <i>May appear on your bank statement as: Foreign Currency Fee</i>	\$5.00	Waived	Waived	Waived
Foreign Exchange Fee <i>We will apply a foreign exchange fee equal to 3% of the transaction amount (including credit and reversals) for each international debit card purchase or ATM withdrawal transaction (including those at Proprietary Citibank ATMs) made in a currency other than U.S. Dollars when the transaction is conducted outside the 50 United States and its territories.</i>  <i>May appear on your bank statement as: Foreign Transaction Fee</i>	3%	Waived	Waived	Waived
Legal Process per service	\$125	\$125	\$125	\$125
Money Order for Customers	\$5.00	Waived	Waived	Waived
Official Check	\$10.00	Waived	Waived	Waived
Stop Payment Request <i>Fee applies on Personal Checks, Official Checks, and Money Orders</i>	\$30.00	Waived	Waived	Waived

## Wire Transfer Fee Chart

The fees listed refer only to fees charged by Citibank and is not a representation of potential fees imposed by other banks. Please refer to the documentation provided at the time of your transaction for information regarding applicable fees.

Wire Transfer Fee Description	Standard Fee	Citi Priority	Citigold®	Citigold® Private Client
Wire Transfer — Incoming Domestic and International <i>This fee will be described on your bank statement as: Service Charges Incoming Wire Fee.</i>	\$15.00	Waived	Waived	Waived
Wire Transfer — Outgoing Online Domestic “Online” refers to self-service wires sent via Citi Online or Citi Mobile. <i>This fee will be described on your bank statement as: Fee for Domestic Funds Transfer.</i>	\$25.00	\$17.50	Waived	Waived
Wire Transfer — Outgoing Domestic — Other Channels “Other Channels” refers to wire transfers initiated through a branch or assisted by a banker.	\$35.00	\$35.00	\$35.00	Waived
Wire Transfer — Outgoing Online International (U.S. Dollars) “Online” refers to self-service wires sent via Citi Online or Citi Mobile.	\$35.00	\$25.00	Waived	Waived
Wire Transfer — Outgoing Online International (Foreign Currency) “Online” refers to self-service wires sent via Citi Online or Citi Mobile. <i>The wire transfer fee will be waived for clients who wire funds in foreign currency using Citi Online or Citi Mobile.</i>	Waived	Waived	Waived	Waived
Outgoing International — Other Channels “Other Channels” refers to wire transfers initiated through a branch or assisted by a banker.	\$45.00	\$45.00	\$45.00	Waived

## Appendix 2: Funds Availability at Citibank

This section will help you determine when deposits to your Checking accounts and Savings account(s) will be available for withdrawal.

Please note that the availability of deposits made via the Mobile Check Deposit service is described separately in the agreement governing that service.

**Our General Policy.** Our general policy is to make funds from any type of check deposit available to you no later than the first Business Day after the day of your deposit. This includes government checks, cashier's checks and other special types of checks described below. Cash deposits with a teller or at a Proprietary Citibank ATM are generally available immediately on the same Business Day your deposit is received. Wire transfers and electronic direct deposits are also generally available on the same Business Day your deposit is received.

Once funds are available, you may withdraw the funds in cash or use them to pay checks and other items. In some cases, we may place longer delays on your deposit which means you will have to wait a few additional days before being able to use the funds. If we decide to place a longer delay at the time you make a deposit, you will be provided a notice that lets you know when your funds will become available to you. If your deposit is not made with a teller, or we decide to take this action after you have made your deposit, we will send a notice to you by the next Business Day. Please refer to Longer Delays May Apply for a description of these longer delays.

**Determining the Date of Deposit.** The day funds become available is determined by counting Business Days from the day of your deposit. Every day is a Business Day except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cutoff time on a Business Day that we are open, we will consider that day to be the day of deposit. However, if you make a deposit after our cutoff time or on a non-business day, we will consider the next Business Day we are open to be the day your deposit is received.

- Deposits made in person with a teller before the end of the Business Day are considered received that day. The end of Business Day is posted at each branch and may vary by branch location.
- Deposits made at Proprietary Citibank ATMs and Network (non-Citibank) ATM facilities before 10:30pm Eastern Time (9:30 PM Central Time) are considered received that day. Deposits made at a night depository are considered received by Citibank when the deposit is removed from the night depository, which will be no later than the next Business Day.
- Check deposits by mail. A check deposit received by mail is considered received on the day we receive it at the mail facility designated below. Check deposits made by mail and addressed to any other Citibank address will be forwarded to the designated facility for processing and will be considered received on the date the deposit is received by this facility.

For regular mail:

Citibank

Check Ops – Bank by Mail

P.O. Box 769009

San Antonio, TX 78245

For overnight mail:

Citibank

Check Ops – Bank by Mail

100 Citibank Drive Bldg 3

San Antonio, TX 78245

**Government Checks, Cashier's Checks and Other Special Types of Checks.** Funds from the following types of checks are available no later than the first Business Day after the day we receive your deposit:

- U.S. Treasury Checks, Federal Reserve Bank checks, Federal Home Loan Bank checks;
- Checks issued by a U.S. state or by the general purpose units of U.S. local governments;
- U.S. postal money orders;
- Cashier's checks, teller's checks, certified checks, and travelers checks;
- Checks drawn on a Citibank, N.A. U.S. branch.

### **Longer Delays May Apply**

**In some cases, we may not make all of the funds that you deposit by check (excluding the special types of checks described above) available by the first Business Day after the day of your deposit. Should this occur, you will be provided with a notice describing when the funds will be available at the time of your deposit. If your deposit is not made directly with a teller or we decide to take this action after you complete your deposit, we will send you a notice by the next Business Day. If you will need the funds from a deposit right away, you should ask us when the funds will be available. Depending on the total amount of your check deposits on any one day, the deposit amount may not become fully available to you until the fourth Business Day after the day of the deposit as follows:**

#### Total deposit amounts up to \$5,525

Funds from all check deposits on any one day that total \$5,525 or less will be available on the third Business Day after the day of deposit. The first \$225 of these check deposits will be available on the first Business Day after the day of deposit, an additional \$450 will be available on the second Business Day after the day of deposit and the remainder of the deposit will be available on the third Business Day after the day of deposit.

#### Large dollar deposits greater than \$5,525

If the total of your check deposits on any one day is greater than \$5,525, the amount in excess of \$5,525 will be available on the fourth Business Day after the day of deposit.

### **Example**

- If you deposit a check (or multiple checks on any given day) that total(s) \$10,000
- The first \$225 of your deposit will be available on the first Business Day after the day of deposit
- An additional \$450 will be available on the second Business Day
- An additional \$4,850 will be available on the third Business Day
- The remaining \$4,475 will be available on the fourth Business Day

**We may also delay the full amount of your check deposits for a longer period (up to 7 Business Days) under the following circumstances:**

- **Doubt of collectability**-If we have reason to believe the check you have deposited will not be paid; we may delay availability of the funds represented by that check up to 7 Business Days. Should this occur, we will send you a deposit hold notice no later than the next Business Day after we decide to take this action.
- **Emergency Situations**- If we are unable to conduct business due to an interruption of communications, computer equipment facilities or other emergency conditions beyond our control such as the impact of a natural disaster, we may delay the availability of your deposited check up to 7 Business Days.



**Special Rules for New Clients.** You are considered a new client if you have not had an account at Citibank for at least 30 days prior to your opening one. For the first 30 days your new account is open, the following special rules apply.

You will be entitled to the availability described above for:

- Incoming wire transfers and electronic direct deposits;
- Cash;
- Government checks, Cashier's checks, and other special types of checks (as defined above);
- For all other check deposits, your funds will be available on the 5th Business Day after the day of deposit.

**Collection Items.** We may require that a check received for deposit be sent out for collection. This may occur, for example, if the check is drawn on an institution outside the United States. We will make the funds available to you after we receive payment from the bank on which the check is drawn. A service fee will generally apply. Please refer to the Fee Schedule.

**Holds on Other Funds.** If we cash a check that is drawn on another bank, we may withhold the availability of a corresponding amount already in your account. Those funds will be made available on the day they would have been available if you had deposited the check.

**Our Right of Chargeback.** The availability of funds from checks that you deposit will not affect your obligation to repay Citibank for any check that you deposit that is not paid nor does it affect our right to charge back your account for any check that is not paid.

**Changes to Our Policy.** We will notify you of any change(s) to our funds availability policies as required by applicable law.

## Appendix 3: Discontinued Products, Services and Features

As of the Discontinued Dates, customers cannot apply to open new accounts (or enroll, as applicable) in the following products, services, and features:

Discontinued Products, Services, and Features	“Discontinued Date”
Citigold Account Package, Citi Priority Account Package, Citibank Account Package, Basic Account Package, Access Account Package. To see disclosures for these packages, please review the <i>Client Manual – Consumer Accounts and Marketplace Addendum</i> at <a href="http://citi.com/accountagreementsandnotices">citi.com/accountagreementsandnotices</a> .	August 21, 2023
Consular Verification Letters	August 21, 2023
Citi Elevate <sup>SM</sup> Account Package. Refer to disclosures below.	July 18, 2022
Interest Checking. Refer to disclosures below.	July 18, 2022
Citigold Interest Checking. Refer to disclosures below.	July 18, 2022
Citibank Savings Plus <i>The below accounts were converted to the Citibank Savings Plus account on the stated Discontinued Date</i>	July 23, 2017
Money Market Plus	April 15, 2022
Ultimate Savings	April 15, 2022
Preferred Money Market	April 15, 2022
Insured Money Market	April 15, 2022
Day-to-Day Savings in Citi Private Bank, Citigold, Citigold Private Client, Citi Priority, Citibank Account, and Access Account Packages	May 4, 2022
Day-to-Day Savings in Basic Banking Package in all states except New York	May 5, 2022
Day-to-Day Savings in Basic Banking Package in New York state only	May 6, 2022
Citibank <sup>®</sup> Student Account Package	January 16, 2016

## Citibank Savings Plus accounts

### Features

The Citibank Savings Plus account offers check writing and access to funds via an ATM card. The Citibank Savings Plus account does not have any limitations on the number of withdrawals you make in your account, including the number of check transactions.

### Fees

The Citibank Savings Plus account has a \$4.50 Monthly Service Fee and \$2.50 Non-Citi ATM Fee.

The Monthly Service Fee of \$4.50 is waived if:

1. the account has an Average Monthly Balance of \$500 or more in that account, or
2. at least one owner of the account also owns a Checking account, or
3. any account owner is in the Citigold Private Client, Citigold or Citi Priority Relationship Tier.

Please refer to *Appendix 1: Fee Schedule* of this Agreement.

There is no minimum balance required to maintain a Citibank Savings Plus account.

### APYs and Interest Rates

Annual Percentage Yields and interest rates for the Citibank Savings Plus account are variable, determined by Citibank at its sole discretion and can change at any time without notice. This may affect the actual amount of interest earned. Please refer to your applicable rate sheet. For current Annual Percentage Yields and interest rates, please log in to Citi Online or the Citi Mobile App or speak to a banker in a branch or by calling the phone number on the back of your Citibank Banking Card.

Please refer to section *5.4.6 Rate Information and Interest Calculation for Savings accounts* of this Agreement for additional APY and interest rate information.

## Appendix 4: Definitions

When used in this Agreement:

**“Access Device”** means a card or code, or other means of identification and authentication, used to access your account. In this Agreement, it means your “Citibank Banking Card” including your Citibank® ATM Card, Citibank® Debit Card, or other type of device issued by Citibank along with or in lieu of your Citibank Banking Card. It also includes these account access codes: your Personal Identification Number (PIN), your Telephone Access Code (“TAC”), one time password (OTP) and the User ID and password you use to access Citi Online and CitiMobile.

- **“Citibank ATM Card”** means a Citibank® Banking Card that may be used at ATMs and at POS merchants for PIN purchases. (For more information, please refer to section 8 *Electronic Fund Transfers*.)
- **“Citibank Banking Card”** means any card that may be used at ATMs and at POS merchants, including Citibank ATM cards and Citibank® Debit Cards. We may also refer to this card as a Citibank Card or a Citi Card in promotional and other materials.
- **“Citibank® Debit Card”** means a Citibank Banking Card bearing a Mastercard Brand Mark on its face that may be used at POS merchants to make purchases and at ATMs to withdraw cash and perform other transactions. Certain Citibank Banking Cards also display a contactless symbol indicating you may use your card to make a contactless payment to a participating merchant by tapping your card on the payment reader.

Your **“Available Now” balance** is the total amount you can use for withdrawals and transfer right now. The Available Now amount may be less than the On Deposit balance as it doesn’t include the transactions that are still pending and haven’t been posted to your Account. For example, recent incoming funds transfers from external banks may not be included in your Available Now balance.

**“Automated Clearing House Network”** (“ACH Network”) means an electronic funds transfer system governed by the rules of a clearing house association, such as NACHA (National Automated Clearing House Association) or The Clearing House, that provides funds transfer services to participating financial institutions.

**“Automated Clearing House debits”** (“ACH debits”) are received electronically through a merchant you have instructed to bill your checking account i.e., for your utility or phone bill.

**“Average Monthly Balance”** is the summation of the End of Day Available Now balances for an account across a calendar month divided by the number of days in that month.

**“Bill Payment”** means an individual or recurring bill payments made through the phone number on the back of your Citibank Banking Card (including bill payments made using Citibank’s Telephone Automated Bill Payment Service and Staff Assisted Bill Payments), Citi Online, CitiBusiness® Online and Citi Mobile. Bill Payments do not include internal transfer payments made to accounts at Citibank or its affiliates.

### **“Business Day”**

- when referring to Citibank, means any day of the week that is not a Saturday, Sunday or bank holiday. Non-Business Days are considered part of the following Business Day. For purposes of determining the Business Day for requests to open accounts, please refer to section 6 *Opening and Closing Accounts*. For funds availability purposes, please refer to *Appendix 2: Funds Availability at Citibank*.
- when referring to Citigroup Global Markets Inc., means any day of the week Monday through Friday except days when the New York Stock Exchange is closed. Non-Business Days are considered part of the following Business Day.

**“Direct Deposit”** means an Automated Clearing House (ACH) credit posted to your account. A Direct Deposit may include payroll, pension, state or federal payments (including social security), from your employer or outside agency. Forms for establishing direct deposits can be obtained at any Citibank branch or through Citi Online.

**“Electronic Funds Transfers”** (“EFT”) means any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, or computer or magnetic tape, so as to order, instruct or authorize a financial institution to debit or credit a consumer checking, savings or other asset account (such as brokerage). Examples of EFT transactions are:

- Citibank® Global Transfers;
- International wire transfers from a consumer account;
- Automated Clearing House (ACH);
- Instant Payments;
- Zelle® Transfers;
- Point-of-Sale (“POS”) transactions;
- ATM transactions;
- Direct deposit or withdrawal of funds; and
- Transfers initiated by telephone.

The following types of transfers are not electronic fund transfers: transfers related to bona fide trust and custodial accounts, domestic wire transactions including Fedwire, book entry, CHIPS, SWIFT, telex and similar network transactions; and transfers to cover overdrafts such as Safety Check transfers.

An **“Enhanced Direct Deposit”** (EDD) is an electronic deposit through the Automated Clearing House (“ACH”) Network of payroll, pension, social security, government benefits and other payments to your Checking or Savings account. An EDD also includes all deposits via Zelle and other P2P payments when made via ACH using providers such as Venmo or PayPal. Teller deposits, cash deposits, check deposits, wire transfers, transfers between Citibank accounts, ATM transfers and deposits, mobile check deposits, and P2P payments using a debit card do not qualify as an EDD.

**“Mobile Check Deposit”** means a service whereby you can make a deposit of eligible checks to your accounts using a camera on a compatible smartphone or other device all as more particularly described in the separate terms and conditions for this service.

**“Network ATM”** means an ATM other than a Proprietary Citibank ATM that is operated by or on behalf of a financial institution or other operator that is a participating member of an automated teller machine network which accepts Citibank Banking Cards, including terminals bearing the Mastercard, Maestro or Cirrus marks.

Your **“On Deposit” balance** reflects all transactions recorded in your Account as of the current day. The On Deposit balance may be greater than the Available Now balance because it’s a record of your activity, including transactions that haven’t settled and that aren’t yet available for you to use.

**“Point-of-Sale”** (“POS”) means a Citibank Banking Card EFT from your primary checking account to purchase goods and services and/or receive cash using your “Citibank® Debit Card” for Signature or PIN-based EFT transactions or by using your “Citibank® ATM Card” for PIN-based EFT transactions. (For more information, please refer to section 8 *Electronic Fund Transfers* of this Agreement.)

**“Proprietary Citibank ATM”** means an ATM that is owned and operated by Citibank, generally found in Citibank branches.

## Contact Us

You can contact us by logging into Citi Online, using the Citi Mobile App, speaking with a banker in a branch, or by calling the phone number on the back of your Citibank Banking Card, or by calling 1-888-CITIBANK (1-888-248-4226).

For TTY: We accept 711 or other Relay Service.

To call collect from outside the U.S.:  
1-210-677-0065

- To report errors or to ask questions about electronic transfers;
- To obtain current interest rates and Annual Percentage Yields;
- For balance inquiries or other kinds of account information;
- To transfer funds between your accounts;
- To report a stolen, missing or damaged Citibank® Banking Card;
- To order checks;
- To request a stop payment on a check.

## Other Customer Service Telephone Numbers

Citibank® Online:  
1-800-374-9700

[citibankonline.com](http://citibankonline.com)

Contact your Financial Advisor or  
Citi Personal Wealth Management:  
1-800-846-5200

Text Telephone (TTY):  
1-800-568-3405

Retirement Plan Services:  
1-800-695-5911

Text Telephone (TTY):  
1-800-788-6775

Citigold® Customer Service with linked  
Citi Personal Wealth Management  
Investment Accounts or for relationships  
which do not contain a linked Citi Personal  
Wealth Management Investment account:  
1-888-CITIGOLD (1-888-248-4465)

Citi Priority Main Customer Service  
1-888-275-2484

Citi Priority Collect Number  
1-210-677-3780

Citibank® MasterCard® or Visa®  
1-800-950-5114

# Signature Card (Reference Copy)



CITIBANK, N.A. ACCOUNT

Date: FIMP:

Account Title:

Address:

Account Number(s):

Name/Signer	Card

By signing below, I: (1) confirm I have received and agree to be bound by all Citibank, N.A. terms and conditions applicable to my account(s), including any deposit account agreement(s) or other agreements and (2) understand and acknowledge that, if applicable, such agreement(s) provide that any dispute involving me/us will be resolved by binding arbitration.

Signer 1 Signature	Signer 2 Signature
Signer 3 Signature	Signer 4 Signature



You can use your Citibank® Banking Card wherever you see these symbols.



Citibank® Banking Card with the MasterCard® Brand Mark will be accepted at participating merchants.



To find the most convenient location, you can call: 1-800-CITI-ATM, 24 hours a day, 7 days a week. Also visit us at [citibank.com/locations](http://citibank.com/locations).

**Note:** Not all accounts are accessible at every ATM network machine. Assistance is also available 24 hours a day, 7 days a week, at phones located in Citibank branches.

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MoneyPass® is a registered trademark of U.S. Bank National Association.



# Amendments to the Citibank® Consumer Deposit Account Agreement, August 19, 2023 Edition



Please read and keep this notice with your important account records.

Last Updated 06/27/2024

## EFFECTIVE DATE: JUNE 27, 2024

### AMENDMENT:

The Citi Alliance program is discontinued and not available for new account opening effective March 4, 2024. Existing Citi Alliance checking and savings accounts were closed as of March 19, 2024.

Effective June 27, 2024, the *Appendix 3: Discontinued Products, Services and Features* section of the *Consumer Deposit Account Agreement* is amended to include Citi Alliance.

Discontinued Products, Services, and Features	“Discontinued Date”
Citi Alliance®	March 4, 2024

## EFFECTIVE DATE: JUNE 27, 2024

### AMENDMENT: EFFECTIVE JUNE 27, 2024, THE FOLLOWING CHANGE IS MADE TO THE CONSUMER DEPOSIT ACCOUNT AGREEMENT:

The section *5.4.5 Promotional Rate Feature for New Citi Savings accounts* within the *Consumer Deposit Account Agreement* is deleted in its entirety and replaced with the following:

### 5.4.5 Promotional Rate Feature for New Citi Savings accounts

**Availability** New Citi Savings accounts opened during an Offer Period by customers in a physical branch (or with an employee in a physical branch by phone — including video calls) (“New Citi Savings” account) will receive a “Promotional Rate” up to the end of the Promotional Rate Period if they fulfill Required Activities. Please refer to your Rate Sheet to learn the Promotional Rates for New Citi Savings accounts, the minimum balance required to receive the Promotional Rates, the Promotional Rate Period, and whether you opened your New Citi Savings account during an Offer Period.

- The following Savings and Checking accounts do not qualify for New Citi Savings account Promotional Rates: Citi Accelerate Savings, Citi Miles Ahead Savings, Citibank Savings Plus, and COMMA accounts; Savings and Checking accounts that are business, retirement (IRAs, education savings plans, money purchase pension plans and profit-sharing plans) accounts; and savings and checking accounts opened through Citi Global Wealth at Work, International Personal Bank, Citi Alliance, and Citi Private Bank.

Customers must meet Tax Requirements: U.S. persons must furnish or have a valid IRS Form W-9 (Request for Taxpayer Identification Number and Certification) on file with Citibank, and foreign individuals must furnish or have a valid IRS Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)) on file with Citibank.

### Required Activities

**Deposit Minimum Balance.** After account opening, deposit at least the “Minimum Balance” in New-to-Citibank Funds into your New Citi Savings account within 10 Business Days after account opening. Please refer to the Rate Sheet provided at account opening. We will check your “On Deposit” balance in New-to-Citibank Funds on the 11th Business Day after you open your New Citi Savings account to determine if you meet the Minimum Balance and will continue to earn the Promotional Rate.

- “New-to-Citibank Funds” are funds deposited from accounts external to Citibank, N.A. and deposited: using Zelle®, domestic ACH transfer, Direct Deposit, checks drawn on banks other than Citibank N.A. or domestic wire transfer. Direct Deposits for the Promotional Rate are

electronic deposits through the Automated Clearing House (ACH) Network of payroll, pension, social security, government benefits and other payments to your checking or savings account. Cash deposits, Citi Global Transfers, Citi debit cards, transfers between Citibank accounts (other than as described above), international ACH transfers, international wires transfers, funds from CitiBusiness accounts, mobile check deposits, instant deposits and payments and deposits via person-to-person transfer services such as Apple Pay, PayPal, and Venmo (except Zelle®) do not qualify as New-to-Citibank Funds, or Direct Deposits, for this Promotional Rate.

- So long as the New-to-Citibank Funds does not pre-date the opening of the New Citi Savings account, you can deposit the Minimum Balance into an Individual or Joint Citibank Checking account if: (1) the New-to-Citibank Funds are deposited within 10 Business Days after opening your New Citi Savings account, (2) the Checking account is linked to your New Citi Savings account, and (3) you transfer the New-to-Citibank Funds directly from the linked Checking account into your New Citi Savings account within 10 Business Days after opening your New Citi Savings account. Checking account restrictions apply. Please refer to *Availability*.
- If you plan on depositing funds in checking BEFORE transferring to your Citi Savings account for the Promotional Rate, please make sure your accounts are linked. Contact us if you have questions or to link your accounts.

**Maintain your Minimum Balance.** During the Promotional Rate Period after opening your New Citi Savings account, you will receive the Promotional Interest Rate each day you maintain at least the Minimum Balance in your New Citi Savings account. Please understand if your On Deposit balance drops below the Minimum Balance for even one day during the Promotional Rate Period, your Promotional Rate will expire, and your New Citi Savings account will receive the current non-promotional “Standard” APY and interest rate for Citi Savings accounts. Please refer to your Rate Sheet for the APYs and interest rates applicable to your account.

### Promotional Interest Rate Expiration

When the Promotional Interest Rate expires, it cannot be reinstated, and your New Citi Savings account will be subject to the Standard APY and interest rate for Citi Savings accounts in effect at that time. Your Promotional Interest Rate will expire on the earliest of:

- The end of the Promotional Rate Period after the date your New Citi Savings account is opened, or
- The date your New Citi Savings account has reached the “Maximum Interest Earned” from the Promotional Interest Rate, or
- Any time after 10 Business Days from the time your New Citi Savings account was opened, when your On Deposit balance drops below the Minimum Balance to receive the Promotional Interest Rate.

Please refer to the Rate Sheet provided at account opening for the Promotional Rate Period, Maximum Interest Earned, and Minimum Balance.

### APY for the Promotional Rate

Annual Percentage Yield, as used for the Promotional Rate, is a percentage rate reflecting the total amount of interest paid on an account, based on the combination of the Promotional Interest Rate with the Standard Interest Rate that will apply after the Promotional Interest Rate expires, compounded daily for a period of one year assuming no fees, additional deposits or withdrawals, and the Standard Interest Rate remains the same for the rest of the one year period. The APY assumes the Promotional Interest Rate expires at the end of the Promotional Rate Period after the account is opened or when the Maximum Interest Earned is reached, whichever is earlier.

Please refer to the Rate Sheet for the Promotional Rate Period and Maximum Interest Earned. Please refer to section 5.4.6 *Rate Information and Interest Calculation for Savings accounts* for additional APY and interest rate information.



## **EFFECTIVE DATE: JUNE 27, 2024**

### **AMENDMENT TO SECTION 2 SIMPLIFIED BANKING:**

**The paragraph within the Consumer Eligible Deposit and Investment (EDI) Accounts chart within Section 2 Simplified banking is deleted in its entirety and replaced with the following:**

The following accounts are excluded from EDI accounts: accounts owned by Estates, COMMA accounts, Collateral Holding accounts, Secured CD accounts, certain personal investment companies, accounts in a money purchase plan or profit sharing plan, accounts in a tax-qualified education savings plan, and accounts opened through Citi Global Wealth at Work,<sup>4</sup> Citi Private Bank,<sup>4</sup> and International Personal Bank.<sup>4</sup>

**Investment accounts may be subject to further terms and requirements with CGMI.**

<sup>4</sup> Banking products and services are provided by Citibank, N.A.. In the U.S., investment products and services are provided by Citigroup Global Markets Inc. (CGMI), member SIPC. Investment Management services (including portfolio management) are available through CGMI, Citibank, N.A. and other affiliated advisory businesses.

## **EFFECTIVE DATE: JUNE 27, 2024**

### **AMENDMENT TO SECTION 2 SIMPLIFIED BANKING:**

**The second paragraph within Section 2 Simplified Banking is revised to include the following:**

Entities share CAMB with other accounts under the same title. EDI accounts with the same Tax Identification Number as consumers, including those owned by revocable and irrevocable trusts, may be included in CAMB

## **EFFECTIVE DATE: JUNE 27, 2024**

### **AMENDMENT: EFFECTIVE JUNE 27, 2024, THE FOLLOWING CHANGE IS MADE TO THE CONSUMER DEPOSIT ACCOUNT AGREEMENT:**

**The following sentence is added as a second paragraph to the Wire Transfer Fee Chart introduction within Appendix 1: Fee Schedule section:**

Please note, fees and charges may apply for wire transfers initiated from a consumer account through CitiBusiness® Online. Please refer to the fees and charges displayed on CitiBusiness® Online at the time of the transaction.

## **EFFECTIVE DATE: MAY 7, 2024**

### **AMENDMENT TO SECTION 1 GENERAL TERMS:**

**The first two paragraphs in the “Language” section within section 1 General Terms in the Consumer Deposit Account Agreement is deleted in its entirety and replaced with the following:**

**Language.** English is the controlling language governing your account. As an example, the English version governs this Agreement.

If your preferred communication language is other than English, we may not be able to accommodate your language preference at all of our branches or for all products and services. As a courtesy, at your request and for your convenience only, when you open an account we may be able to provide you with services in your preferred language. Account communications and certain other notices, disclosures and communications may only be available in English. Certain communications and notices may be available in Spanish. Communication options include:



## EFFECTIVE DATE: MAY 7, 2024

### AMENDMENT TO SECTION 5.4.3 CITI MILES AHEAD SAVINGS ACCOUNTS:

The sections titled *Changes to Citi Miles Ahead Savings* and *American Airlines* within section 5.4.3 *Citi Miles Ahead Savings* accounts within the *Consumer Deposit Account Agreement* are deleted in its entirety and replaced with the following:

<b>Changes to Citi Miles Ahead Savings</b>	American Airlines reserves the right to change the AAdvantage® program and its terms and conditions at any time with or without notice, and to end the AAdvantage® program with six months' notice. Any such changes may affect your ability to use AAdvantage® Rewards and Benefits that you have already accumulated.
<b>American Airlines</b>	American Airlines is not responsible for products or services offered by other participating companies. All third-party provider terms and conditions apply. For more information on miles and Loyalty Points, visit <a href="http://www.aa.com/loyaltypoints">www.aa.com/loyaltypoints</a> . For complete details about the AAdvantage® program, visit <a href="http://aa.com/aadvantage">aa.com/aadvantage</a> . For the AAdvantage® terms and conditions, visit <a href="http://aa.com/aadvantageterms">aa.com/aadvantageterms</a> .

## EFFECTIVE DATE: MAY 7, 2024

### AMENDMENT TO SECTION 6.1 OPENING A DEPOSIT ACCOUNT:

The *Uniform Transfers/Gifts to Minor* section within the *Account Ownership* section of 6.1 *Opening a Deposit Account* within the *Consumer Deposit Account Agreement* is deleted in its entirety and replaced with the following:

(UTMA/UGMA Account) means an account where, pursuant to state law, an adult makes an irrevocable gift of the funds to a minor individual. The adult, as custodian, controls and manages the account for the benefit of the minor until adulthood. The definition of a minor varies by state; however, generally, one custodian and one minor are allowed per account, unless the account is established under Maryland's UTMA rules. We act upon the custodian's instructions. Citibank may, in its sole discretion, opt to block or close the UTMA account if it determines or has reason to believe that the minor has attained the age at which the UTMA terminates under applicable state law. Although Citibank may terminate the UTMA in this circumstance, Citibank is not responsible to monitor age or eligibility for an UTMA account, even though our records may include the minor's date of birth. It is the custodian's responsibility to properly distribute the funds in the account upon the minor's death or attainment of age at which the UTMA terminates under applicable state law. You may wish to consult your tax advisor or attorney before opening a UTMA/UGMA Account.

## EFFECTIVE DATE: MAY 7, 2024

### AMENDMENT TO SECTION 8.6 OTHER ELECTRONIC FUND TRANSFER ERRORS: NOTICE AND ERROR RESOLUTION PROCEDURES:

The fifth sentence within the third paragraph of section 8.6 *Other Electronic Fund Transfer Errors: Notice and Error Resolution Procedures* within the *Consumer Deposit Account Agreement* has been revised for clarity to now state "twenty (20) Business days" as shown below:

For new accounts (where the notice of error involves an electronic funds transfer to or from your account, that occurred within thirty (30) days after the first deposit to the account was made), we can take up to twenty (20) Business Days to determine whether an error occurred and up to twenty (20) Business Days to provisionally credit your account for the amount you think is in error.

## EFFECTIVE DATE: MAY 7, 2024

### AMENDMENT: EFFECTIVE MAY 7, 2024 THE FOLLOWING CHANGE IS MADE TO THE CONSUMER DEPOSIT ACCOUNT AGREEMENT:

The section 5.5 *Certificates of Deposit* within the *Consumer Deposit Account Agreement* is deleted in its entirety and replaced with the following:

## 5.5 Certificates of Deposit

Our certificates of deposit (CD) are time accounts. When you open a CD, and each time a CD renews, you agree to leave your funds in the account for the term which is a specific amount of time that cannot be changed until the Maturity Date. You agree to leave your funds in the account for the first six days after account opening or renewal. The Maturity Date is the last day of the term and the day the CD matures. The Maturity Date is the first day you can withdraw funds without paying an early withdrawal penalty and the first day you can add funds. CDs have a fixed interest rate during the term.

### CD Types and CD Terms

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<b>Certificates of Deposit</b>	Multiple term options available: <ul style="list-style-type: none"><li>• Term options with interest paid monthly or at maturity: 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 Month CDs</li><li>• Term options with interest paid monthly: 13, 14, 15, 18, and 30 Month CDs; 2, 3, 4, and 5 year CDs</li></ul>
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<b>No Penalty CD</b>	Available for a 12 month term with the no penalty feature for the first term only, and interest paid monthly. The No Penalty CD allows a one-time withdrawal of your full balance and interest without penalty after the first six (6) calendar days you make the minimum deposit into your new CD and your deposit has been fully collected. An early withdrawal penalty applies to withdrawals made during the first 6 days. Partial withdrawals before maturity, including interest withdrawals, are not permitted. If you want to withdraw funds before maturity, you must close your No Penalty CD. If you would like access to credited interest during the term, you must elect at account opening to have interest deposited to another Citi account or sent by check. No Penalty CDs automatically renew without the no penalty feature to a 12 month CD. You cannot renew an existing CD into a No Penalty CD. A No Penalty CD is only available for new No Penalty CD accounts. If you want to change your existing CD to a No Penalty CD, you must first close your existing CD and then open a new No Penalty CD. You can renew a No Penalty into any of the CD term options listed above.
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<b>Step Up CD</b>	Available for a 30 month term with the step up feature for the first term only, and interest paid monthly. The Step Up CD has 3 fixed interest rates for each period during the term beginning with Months 1 through 10, Months 11 through 20, and Months 21 through 30. Step Up CDs automatically renew without the step up feature to a 30 month CD. You cannot renew an existing CD to a new Step Up CD. A Step Up CD is only available for new Step Up CD accounts. If you want to change your existing CD to a Step Up CD, you must first close your existing CD and then open a new Step Up CD. You can renew a Step Up CD into any of the CD term options listed above.
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**Minimum Balance.** The minimum balance required to open a Certificate of Deposit account is \$500. We may offer promotions, from time to time, which may require a different account opening balance. No additional deposits are permitted during the term. A CD account will automatically be closed after 20 consecutive calendar days with a zero balance. Citibank reserves the right to close the CD if the balance falls below any applicable minimum balance requirement. We will notify you that we closed your account if required by law.

**Monthly Service Fee.** There is no separate monthly service fee for a Certificate of Deposit.

**Check Writing.** Certificates of Deposit do not offer check writing.





**APYs and Interest Rates.** Annual Percentage Yield (APY) as used in this document is a percentage rate reflecting the total amount of interest paid on an account, based on the interest rate compounded daily for a period of one year assuming no fees, additional deposits or withdrawals, and the interest rate remains the same for the entire year. “Interest Rate” is the annual interest paid represented as a percentage assuming no change in rate and does not reflect compounding.

Annual Percentage Yields and interest rates for CDs are determined by Citibank at its sole discretion and can change at any time without notice before a term begins for a new account and renewal. Interest rates are fixed for the CD term. The APY for a Step Up CD is a Composite APY based on 3 fixed interest rates during the term for Months 1 through 10, Months 11 through 20, and Months 21 through 30. The APY on your CD assumes interest will remain on deposit in the CD account until maturity. A withdrawal will reduce earnings. For current interest rates and Annual Percentage Yields, please log in to Citi Online or the Citi Mobile App or speak to a banker in a branch or by calling the phone number on the back of your Citibank Banking Card.

For a new CD, the APY and interest rate is based on the CD type, CD term, account balance, and applicable promotion at account opening. For new CD accounts with a Special Title (Trust, Estate, Representative Payee, Guardian/Conservator), the APY and interest rate will be the rate reflected on your applicable Rate Sheet provided at the time your account application was submitted. For a renewing CD, the APY and interest rate will be the APY and interest rate in effect on the CD renewal date for the CD term and account balance. When the APY is based on account balance, the applicable balance range at account opening or renewal will be used to determine your APY and interest rate and the interest rate will be fixed for the term; account balance may not be a factor for all CD terms. Citibank may assign the same APY and interest rate to more than one balance range. Please refer to your applicable Rate Sheet. Balance ranges include:

\$0 – \$9,999.99

\$10,000 – \$24,999.99

\$25,000 – \$49,999.99

\$50,000 – \$99,999.99

\$100,000 – \$499,999.99

\$500,000 – \$999,999.99

\$1,000,000+

Every CD account is assigned to a Rate Region at account opening, which is identified on the Rate Sheet provided at account opening or when the application was submitted for Special Title accounts. Citibank reserves the right to apply an APY and interest rate based on the account’s Rate Region, apply different APYs and interest rates for different Rate Regions, and assign the APY and interest rate applicable to a Rate Region based on one or more of the following: CD type, CD term, account balance, and applicable promotion.

Please refer to your applicable Rate Sheet to learn which factor(s) affect the APY and interest rate applicable to your Rate Region.

Interest rate exceptions may apply and are available only to certain accounts or customers. Speak to a banker for eligibility. Interest rate exceptions, if applicable for a CD term, will begin on the opening date (or renewal date of an existing CD) and end on the day before the Maturity Date.

**When Interest Begins to Accrue.** Interest begins to accrue as of the calendar day you open your CD account. Balances in EDI accounts linked to your CD account will not be included in your interest calculation, even though they will be included in your CAMB.

**Interest Compounding and Crediting.** Interest is compounded daily starting as of the calendar day you open your CD account, for the actual number of days your money is on deposit. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

All CDs are available with the monthly interest feature. CD terms of one year or less also are available with the interest at maturity feature. The No Penalty CD is only available with the monthly interest feature. Selecting the interest payment frequency can only be done when you open or renew your CD and not during the CD term. When you select the interest at maturity feature, the interest is credited on the Maturity Date and the interest payment frequency may be displayed as “Deferred” next to the CD term on your Account Statements and other notices. When you select the monthly interest feature, interest is credited to your account after the close of business on the last Business Day of each month, and on the Maturity Date. Interest is paid up to but not including the Maturity Date.





If you open your CD or your CD renews during the last week of any month, interest from the new CD opening date or CD renewal date to the end of the month may be included with the interest for the first full month after the CD is opened or renewed. If you open your CD on the last day of a month with 30 days, and funding is credited on the first week of the next month, the interest for the day the account was opened may be credited on the day the CD was funded and the interest for the first full month may then be included in the next month's interest payment. If the end of the month occurs during the Grace Period, interest accrued during the Grace Period will be included in the next month's interest for renewed CDs. If the CD account is closed before maturity, the interest minus any applicable early withdrawal penalty will be reflected in the closeout balance.

**Interest Calculation Method.** We use the daily balance method to calculate interest. This method applies a daily periodic rate to the balance in the account each day.

**Interest Withdrawal.** You may withdraw interest before maturity after it has been credited to your CD account without an early withdrawal penalty. You may request to have credited interest deposited to another account you have with us or sent to you in the form of a check. You can only request this when you open or renew your CD and not during the CD term. If you have elected to have the interest deposited to another Citi account and that account is closed, the CD interest will be credited to your CD for the rest of the CD term. When your CD automatically renews and after the grace period, interest will be added to your principal balance and will no longer be available for withdrawal without penalty. No Penalty CDs do not allow partial withdrawals before maturity, including interest withdrawals.

The APY on your CD assumes the full balance and interest will remain on deposit in the CD account until maturity. A withdrawal will reduce earnings.

**Automatic Renewal and Grace Period.** Your CD will automatically renew at maturity for the same CD term at the APY and interest rate in effect on the Maturity Date which is the renewal date, unless: (1) you change your CD term, or (2) the same term is not available and we notify you that your CD term is changing. Account promotions will not apply to renewing CDs, unless specifically stated otherwise.

If you do not want your CD to automatically renew, you can make changes during the Grace Period. The Grace Period begins on the day after the Maturity Date and is up to 7-calendar days. If the last day of the Grace Period is a non-Business Day (a weekend or bank holiday), the Grace Period ends on the last Business Day before the non-Business Day (the Grace Period End Date). During the Grace Period you can change your CD term, deposit additional funds, or withdraw funds without paying an early withdrawal penalty. If you change your term, make a deposit, or withdraw funds during the Grace Period: (a) the Grace Period will end that day, your renewed CD will have a new opening date which is your renewal date, your renewed CD will have a new Maturity Date, and you will not be able to withdraw funds without penalty or make any other changes until the new Maturity Date; (b) we will pay interest from the Maturity Date until the day before your new opening date (but not more than 7-calendar days) at the interest rate in effect on the Maturity Date; and (c) your renewed CD will be assigned the APY and interest rate in effect on your new opening date which is your CD renewal date. If you change your term, deposit additional funds, or withdraw funds during the Grace Period on a non-Business Day, the CD renewal date will be the Business Day following the non-Business Day.

Your account number will not change when your CD renews.

**Early Withdrawal Penalties.** Citibank will impose a substantial penalty if you withdraw any amount from the principal before the Maturity Date. It may be necessary to deduct all or a portion of the penalty from the principal amount of the deposit. Early withdrawal penalties are calculated on the amount of the principal withdrawn. A 90-day simple interest penalty will apply for CD terms of 1 year or less, and a 180-day simple interest penalty will apply for CD terms greater than one year. There is no early withdrawal penalty if the account owner dies or is declared legally incompetent.

The No Penalty CD allows a one-time full withdrawal of your full balance and interest without penalty after the first six (6) calendar days you make the minimum deposit into your new CD account and your qualifying deposit has been fully collected. A No Penalty CD withdrawal made during the first 6 days will result in an early withdrawal penalty. A No Penalty CD does not allow partial withdrawals before maturity, including interest withdrawals.

## **EFFECTIVE DATE: APRIL 2, 2024**

### **AMENDMENT: EFFECTIVE APRIL 2, 2024, THE FOLLOWING CHANGE IS MADE TO THE CONSUMER DEPOSIT ACCOUNT AGREEMENT:**

The “Savings Account APYs and Interest Rates” section within section 5.4.6 *Rate Information and Interest Calculation for Savings account* of the Consumer Deposit Account Agreement is deleted in its entirety and replaced with the following:

#### **Savings Account APYs and Interest Rates**

“Annual Percentage Yield” (APY) as used in this document is a percentage rate reflecting the total amount of interest paid on an account, based on the current interest rate compounded daily for a period of one year assuming no fees, additional deposits or withdrawals, and the interest rate remains the same for the entire year. “Interest Rate” is the annual interest paid represented as a percentage assuming no change in rate and does not reflect compounding. “Annual Percentage Yield Earned” (APYE) shown for an account on the Account Statement is an annualized rate that reflects the total amount of interest paid on the account during the Statement Period. The APYE is calculated using the relationship between the interest posted to the account and the sum of the daily balances for those days where balance is above zero in the Statement Period divided by the number of days in the Statement Period.

Annual Percentage Yields and interest rates for Savings accounts are variable, determined by Citibank at its sole discretion, can change at any time without notice. This may affect the actual amount of interest earned. Please refer to your applicable rate sheet. For current Annual Percentage Yields and interest rates, please use Citi Online or the Citi Mobile App or speak to a banker in a branch or by calling the phone number on the back of your Citibank Banking Card.

Every Savings account is assigned to a Rate Region at the time of account opening. The Rate Sheet provided at the time of account opening will identify the account’s Rate Region. Rate Regions may have different Annual Percentage Yields and interest rates. For a Savings account, the APY and interest rate applicable to a Rate Region may vary depending on one or more of the following factors:

- a. Product;
- b. Relationship Tier;
- c. Applicable promotion;
- d. Account balance.<sup>8</sup>

Please refer to the rate sheet provided to you when your account was opened to learn which factor(s) impact the APY and interest rate applicable to your Rate Region.

Interest rate exceptions may apply and are available only to certain accounts or customers. Speak to a banker for eligibility. Interest rate exceptions, if applicable, will be in effect for 90 days beginning on the day the interest rate exception is applied to a savings account.

## **EFFECTIVE DATE: APRIL 2, 2024**

### **AMENDMENT TO SECTION 7.2.4 OVERDRAWING YOUR ACCOUNT:**

The *Contributing Accounts* section within section 7.2.4 *Overdrawing Your Account* within the *Consumer Deposit Account Agreement* is deleted in its entirety and replaced with the following:

#### **Contributing Accounts**

When you sign up for Safety Check, you may select one account you maintain at Citibank as your “Contributing Account.” Citi Savings, Citibank Savings Plus, Citi Accelerate Savings or Citi Miles Ahead Savings accounts are eligible Contributing Accounts. Only Available Now balances in your Contributing Account can be used for Safety Check coverage.

When Safety Check is used to cover your use of funds in your checking account that are not yet available (uncollected), a like amount in your Contributing Account will be held until the deposited funds become available. The funds held in your Contributing Account are not transferred to the checking account and will continue to earn interest.

## **EFFECTIVE DATE: APRIL 2, 2024**

### **AMENDMENT TO SECTION 1 GENERAL TERMS:**

The paragraph titled *Customer Service* within *Section 1 General Terms* is deleted in its entirety and replaced with the following:

**Customer Service.** You may be able to receive customer service in your preferred language by calling the phone number on the back of your Citibank Banking Card.

## **EFFECTIVE DATE: APRIL 2, 2024**

### **AMENDMENT TO SECTION 3.3 HOW DO I JOIN A RELATIONSHIP TIER:**

The first paragraph in the Existing accounts and Re-Tiering section within section 3.3 *How do I join a Relationship Tier* is deleted in its entirety and replaced with the following:

#### **Existing accounts and Re-Tiering.**

Relationship Tiers for existing customers can change in any month. Your CAMB will be reviewed each calendar month in comparison to Relationship Tier Balance Range requirements, but it takes three months of sustained Balance Ranges for a Re-Tiering change. Unless you enroll in Tier Acceleration, your CAMB is reviewed on the last calendar day of each month, which may be before your Statement Period Date. Customers who qualify for Re-Tiering or Tier Acceleration will join their new Relationship Tier on the first calendar day of the following month.

Special note for Customers whose Relationship Tier status changes before the end of their current Statement Period:

- Your first day in a new Relationship Tier will always be the first calendar day of a month.
- You will receive a partial-month Account Statement beginning on your existing Statement Period start date and ending on the day before your Relationship Tier status changes (this time period is referred to as a “Partial Month”).
- Unless you are eligible for a fee waiver as shown on your Partial Month statement, Monthly Service Fees and Non-Citi ATM fees will be charged on the first Business Day after the Partial Month.
- If you are joining a Relationship Tier for the first time or rejoining a Relationship Tier after previously making a change to your Statement Period Date, your Statement Period Date will be updated to the end of the calendar month. Any change to your Statement Period Date will impact all Checking Plus account(s) on that Account Statement.

## **EFFECTIVE DATE: APRIL 2, 2024**

### **AMENDMENT TO SECTION 5.1 INTRODUCTION:**

The section titled *Fees* within section 5.1 *Introduction* is deleted in its entirety and replaced with the following:

**Fees.** Please refer to section 5.2 *Monthly Service Fees and Non-Citi ATM Fees* and *Appendix 1: Fee Schedule* of this Agreement. Monthly Service Fee assessments begin from the first day you open your account and restart from the first day of every new month, but fee waivers may apply. Monthly Service Fees, Non-Citi ATM fees, and eligibility for fee waivers are based on your Relationship Tier status or account activity during a calendar month, which may not match your Statement Period.

If not waived, Monthly Service Fees and Non-Citi ATM fees will be charged on the first Business Day of your next Statement Period. Accordingly, please refer to your most recent Account Statement to review Monthly Service Fees and Non-Citi ATM fees that were charged on the first Business Day of your Statement Period. Please see the “Account Fees and Charges” section of your most recent Account Statement to review fees that will be charged on the first Business Day of your next Statement Period.



For example, please see the below table:

Calendar month that Monthly Service Fee/Non-Citi ATM fee was incurred	Statement Period Cycle Date	When Fee(s) Charged	Account Statement showing Fee(s) assessed
April	15th of every month	May 16th or next Business day	Statement for period from May 16th through June 15th.

Special note for fee waivers based on Enhanced Direct Deposits:

For Monthly Service Fee and Non-Citi ATM fee waivers, at least \$250 in Enhanced Direct Deposits must be posted to your Available Now balance during every calendar month. Your On Deposit balance is not used to calculate eligibility for fee waivers. Please refer to section 7.1.8.2 Account Balance and Transaction Information of this agreement.

### EFFECTIVE DATE: MARCH 1, 2024

**AMENDMENT: EFFECTIVE MARCH 1, 2024, THE FOLLOWING EXPEDITED DOMESTIC DELIVERY OF REPLACEMENT DEBIT CARD FEE IS WAIVED.**

As a result, the Expedited Domestic Delivery of Replacement Debit Card fee on the chart titled “Fee Chart” is revised as follows:

Account Fee Description	Standard Fee	Citi Priority	Citigold®	Citigold® Private Client
Expedited Domestic Delivery of Replacement Debit Card <i>May appear on your bank statement as: Expedited Card Fee</i>	Waived	Waived	Waived	Waived

### EFFECTIVE DATE: IMMEDIATELY

**AMENDMENT TO SECTION 7.1.2 TIMING OF DEPOSITS; AVAILABILITY OF FUNDS; ACCEPTANCE OF DEPOSITS:**

The first paragraph within section 7.1.2 *Timing of Deposits; Availability of Funds; Acceptance of Deposits* is revised to clarify post meridiem (PM) timing. As a result, the first paragraph is deleted in its entirety and replaced with the following:

Deposits made in Citibank branches are posted to your Accounts on the same day. Deposits made at Proprietary Citibank ATMs or by Mobile Check Deposit after 10:30 PM Eastern Time (9:30 PM Central Time) are posted to your account on the following Business Day. Deposited funds may not be available for immediate withdrawal. For more information please refer to *Appendix 2: Funds Availability at Citibank*.

### EFFECTIVE DATE: IMMEDIATELY

**AMENDMENT TO SECTION 6.2 CLOSING A DEPOSIT ACCOUNT:**

For clarification of existing practices and effective immediately, the following update is made to *Section 6.2 Closing A Deposit Account* and is included as the third paragraph:

#### **If you close your Account**

If you close your Account, your obligations under this Agreement apply to your account even after the account is closed. You should not close your account until all transactions and fees have been paid. Account closures occur at the end of a Business Day. We may delay closing your account if your account does not have a zero balance, has one or more pending transactions, pending interest, an overdrawn balance, hold(s), recent deposit(s) with delayed funds availability, or other restrictions such as third party disputes, subpoenas, court orders, and legal proceedings. Certain accounts may require additional processing.



## EFFECTIVE DATE: DECEMBER 31, 2023

EFFECTIVE DECEMBER 31, 2023, THE AFFORDABLE ACCESS BANKING INITIATIVE WILL BE DISCONTINUED. EFFECTIVE MARCH 15, 2024, THE MONTHLY SERVICE FEE WAIVER FOR ACCOUNTS IN THE AFFORDABLE ACCESS BANKING INITIATIVE WILL BE DISCONTINUED.

As a result, the Affordable Access Banking Initiative will be added to *Appendix 3: Discontinued Products, Services and Features* and includes the following:

Discontinued Products, Services, and Features	“Discontinued Date”
Affordable Access Banking Initiative	December 31, 2023

## Affordable Access Banking Initiative

### Important Notice:

Effective December 31, 2023, the Affordable Access Banking Initiative is discontinued, and customers cannot open new accounts with the Affordable Access Banking Initiative Features.

Effective March 15, 2024, the monthly service fee waiver for accounts with the Affordable Access Banking Initiative Features will be discontinued.

The Affordable Access Banking Initiative is a Citi initiative for select Citi Community Partner Programs (“Program”) managed by Citi Community Partners. Citibank is not affiliated with any of the Citi Community Partners, Programs, nor a sponsor of any Citi Community Program. The Affordable Access Banking Initiative is subject to change at any time without notice to you unless required by applicable law.

## Affordable Access Banking Initiative Features

- Eligibility** Only applicants who are certified Program participants (“Eligible Applicants”) according to a Citi Community Partner are eligible for an account available with the Affordable Access Banking Initiative Features.  
Applicants should review the materials provided by your Program for additional important terms and conditions relating to participation in the Program. Citibank does not manage the Programs offered by these Citi Community Partners.  
Eligible Applicants must be the first titled owner on the account opened with the Affordable Access Banking Initiative Features to be eligible to receive the Affordable Access Banking Initiative Features.
- Availability** Accounts with the Affordable Access Banking Initiative Feature are available in all markets for select Citi Community Partner Programs.
- Key Features** Accounts opened before December 31, 2023, with the Affordable Access Banking Initiative Features are subject to change at any time without notice to you unless required by applicable law.  
Please refer to the Program materials provided by your Citi Community Partner for the eligible accounts with the Affordable Access Banking Initiative Features.  
All other terms and conditions in the Consumer Deposit Account Agreement apply to your accounts opened pursuant to the Program.
- Fees** Effective March 15, 2024, Citibank will charge a monthly service fee for accounts opened with the Affordable Access Banking Initiative Features. Please refer to the Fees paragraph in section 5.1 Introduction, section 5.2 *Monthly Service Fees and Non-Citi ATM Fees* and *Appendix 1: Fee Schedule* of this Agreement. Monthly Service Fees and monthly Non-Citi ATM fees will appear as charges on the first Business Day of your next Account Statement.  
Accounts opened with the Affordable Access Banking Initiative Features are subject to all other fees associated with the accounts.  
Any accounts opened outside of the Program and accounts not eligible for the Affordable Access Banking Initiative Features are subject to all standard fees, terms and conditions.





<b>Relationship Tiers and CAMB</b>	<p>As of December 31, 2023, accounts opened with the Affordable Access Banking Initiative Features are eligible for Relationship Tiers.</p> <p>Accounts opened with the Affordable Access Banking Initiative Features are included in your Combined Average Monthly Balance (“CAMB”).</p>
<b>Termination of the Affordable Access Banking Initiative</b>	<p>Effective March 15, 2024, Citibank will charge a monthly service fee for your accounts opened with the Affordable Access Banking Initiative Features. Please refer to Fees above. Your accounts will be subject to all applicable fees and minimum balance requirements that apply to accounts without the Affordable Access Banking Initiative Features.</p>

## Products with the Affordable Access Banking Initiative Features

**Access Checking for Affordable Access Banking Initiative.** Effective March 15, 2024, an Access Checking account with the Affordable Access Banking Initiative Features (“Access Checking for Affordable Access Banking Initiative account”) is an Access Checking account. You will see “Access Checking” on your Account Statements and other notices, and Access Checking for Affordable Access Banking Initiative accounts are the same as Access Checking accounts offered by Citibank.

The terms, fees and conditions applicable to Access Checking accounts offered by Citibank apply to Access Checking accounts converted from Access Checking for Affordable Access Banking Initiative accounts. Please refer to section 5 *Products* of the *Consumer Deposit Account Agreement* for the terms, fees and conditions applicable to Access Checking accounts.

**Savings accounts opened with the Affordable Access Banking Initiative Features.** Effective March 15, 2024, Citi Savings account or Citi Accelerate Savings account with the Affordable Access Banking Initiative Features are a Citi Savings accounts or Citi Accelerate Savings accounts, respectively. You will see “Citi Savings” or “Citi Accelerate Savings,” as applicable, on your Account Statements and other notices, and savings accounts opened with the Affordable Access Banking Initiative Features are the same as Citi Savings accounts and Citi Accelerate Savings accounts offered by Citibank.

The terms, fees and conditions applicable to Citi Savings accounts and Citi Accelerate Savings accounts offered by Citibank apply to the applicable savings accounts opened with the Affordable Access Banking Initiative Features. Please refer to section 5 *Products* of the *Consumer Deposit Account Agreement* for additional terms, fees and conditions applicable to Citi Savings accounts and Citi Accelerate Savings accounts.

## EFFECTIVE DATE: NOVEMBER 28, 2023

The following amendments are made to the *Consumer Deposit Account Agreement*:

### AMENDMENT TO SECTION 5.4.1 CITI SAVINGS ACCOUNTS

The “How to Apply” section within section 5.4.1 *Citi Savings accounts* is revised to include the following:

Although a Citi Savings account can be owned by more than one owner, the first titled owner on the account must be eligible to apply for a Citi Savings account.

### AMENDMENT TO SECTION 5.4.2 CITI ACCELERATE SAVINGS ACCOUNTS

The “How to Apply” section within section 5.4.2 *Citi Accelerate Savings accounts* is revised to include the following:

Although a Citi Accelerate Savings account can be owned by more than one owner, the first titled owner on the account must be eligible to apply for a Citi Accelerate Savings account.

### AMENDMENT TO SECTION 6.1 OPENING A DEPOSIT ACCOUNT

The first paragraph in the “Opening an account through other methods:” section within “Governing Law” of section 6.1 *Opening a deposit account* is revised to include the following:

Although an account can be owned by more than one owner, “you” and “your” means the first titled owner of the account when assigning the Governing State for accounts opened through other methods.



#### **AMENDMENT TO SECTION 6.1 OPENING A DEPOSIT ACCOUNT**

The “Opening an account through other channels:” section within “Rate Region” of section 6.1 *Opening a deposit account* is revised to include the following opening paragraph:

Although an account can be owned by more than one owner, “you” and “your” means the first titled owner of the account when assigning the Rate Region for accounts opened through other channels.

#### **EFFECTIVE DATE: NOVEMBER 28, 2023**

**AMENDMENT: EFFECTIVE NOVEMBER 28, 2023, THE FOLLOWING CHANGE IS MADE TO THE CONSUMER DEPOSIT ACCOUNT AGREEMENT:**

The “Savings Account APYs and Interest Rates” section within section 5.4.6 *Rate Information and Interest Calculation for Savings account* of the Consumer Deposit Account Agreement is deleted in its entirety and replaced with the following:

##### **Savings Account APYs and Interest Rates**

“Annual Percentage Yield” (APY) as used in this document is a percentage rate reflecting the total amount of interest paid on an account, based on the current interest rate compounded daily for a period of one year assuming no fees, additional deposits or withdrawals, and the interest rate remains the same for the entire year. “Interest Rate” is the annual interest paid represented as a percentage assuming no change in rate and does not reflect compounding. “Annual Percentage Yield Earned” (APYE) shown for an account on the Account Statement is an annualized rate that reflects the total amount of interest paid on the account during the Statement Period. The APYE is calculated using the relationship between the interest posted to the account and the sum of the daily balances for those days where balance is above zero in the Statement Period divided by the number of days in the Statement Period.

Annual Percentage Yields and interest rates for Savings accounts are variable, determined by Citibank at its sole discretion, can change at any time without notice. This may affect the actual amount of interest earned. Please refer to your applicable rate sheet. For current Annual Percentage Yields and interest rates, please use Citi Online or the Citi Mobile App or speak to a banker in a branch or by calling the phone number on the back of your Citibank Banking Card.

Every Savings account is assigned to a Rate Region at the time of account opening. The Rate Sheet provided at the time of account opening will identify the account’s Rate Region. Rate Regions may have different Annual Percentage Yields and interest rates. For a Savings account, the APY and interest rate applicable to a Rate Region may vary depending on one or more of the following factors:

- a. Product;
- b. Relationship Tier;
- c. Applicable promotion;
- d. Account balance.<sup>8</sup>

Please refer to the rate sheet provided to you when your account was opened to learn which factor(s) impact the APY and interest rate applicable to your Rate Region.

Interest rate exceptions may apply and are available only to certain accounts or customers. Speak to a banker for eligibility. Interest rate exceptions, if applicable, will be in effect for 182 days beginning on the day the interest rate exception is applied to a savings account.

#### **EFFECTIVE DATE: NOVEMBER 4, 2023**

**AMENDMENT: EFFECTIVE NOVEMBER 4, 2023, THE CLERICAL RESEARCH FEE IS WAIVED.**

As a result, the Clerical Research fee on the chart titled “Fee Chart” within the *Consumer Deposit Account Agreement* is revised as follows:



Account Fee Description	Standard Fee	Citi Priority	Citigold®	Citigold® Private Client
Clerical Research (per hour, one-hour minimum)	Waived	Waived	Waived	Waived

## EFFECTIVE DATE: OCTOBER 21, 2023

AMENDMENT: EFFECTIVE OCTOBER 21, 2023, THE FOLLOWING CHANGE IS MADE TO THE *CONSUMER DEPOSIT ACCOUNT AGREEMENT*:

The “Longer Delays May Apply” section under “Appendix 2: Funds Availability at Citibank” within the *Consumer Deposit Account Agreement* is deleted in its entirety and replaced with the following:

### Longer Delays May Apply

In some cases, we may not make all of the funds that you deposit by check (excluding the special types of checks described above) available by the first Business Day after the day of your deposit. Should this occur, you will be provided with a notice describing when the funds will be available at the time of your deposit. If your deposit is not made directly with a teller or we decide to take this action after you complete your deposit, we will send you a notice by the next Business Day. If you will need the funds from a deposit right away, you should ask us when the funds will be available. Depending on the total amount of your check deposits on any one day, the deposit amount may not become fully available to you until the third Business Day after the day of the deposit as follows:

#### Total deposit amounts up to \$5,525

Funds from all check deposits on any one day that total \$5,525 or less will be available on the second Business Day after the day of deposit. The first \$225 of these check deposits will be available on the first Business Day after the day of deposit and the remainder of the deposit will be available on the second Business Day after the day of deposit.

#### Large dollar deposits greater than \$5,525

If the total of your check deposits on any one day is greater than \$5,525, the amount in excess of \$5,525 will be available on the third Business Day after the day of deposit.

#### Example

- If you deposit a check (or multiple checks on any given day) that total(s) \$10,000
- The first \$225 of your deposit will be available on the first Business Day after the day of deposit
- An additional \$5,300 will be available on the second Business Day
- The remaining \$ 4,475 will be available on the third Business Day.

We may also delay the full amount of your check deposits for a longer period (up to 7 Business Days) under the following circumstances:

- Doubt of collectability — If we have reason to believe the check you have deposited will not be paid; we may delay availability of the funds represented by that check up to 7 Business Days. Should this occur, we will send you a deposit hold notice no later than the next Business Day after we decide to take this action.
- Emergency Situations — If we are unable to conduct business due to an interruption of communications, computer equipment facilities or other emergency conditions beyond our control such as the impact of a natural disaster, we may delay the availability of your deposited check up to 7 Business Days.



**EFFECTIVE DATE: OCTOBER 3, 2023**

**AMENDMENT TO SECTION 3.3 HOW DO I JOIN A RELATIONSHIP TIER:**

**Effective immediately, the second paragraph in *Section 3.3 How do I join a Relationship Tier* is deleted in its entirety and replaced with the following:**

Only customers who did not own a Citibank Checking, Savings, CD, IRA, or investment account (investment accounts are offered through CGMI) in the 30 calendar days prior to opening their new EDI account (“New to Relationship” customers) can choose their Relationship Tier when opening their new EDI account. New to Relationship customers interested in opening a new deposit account in the Citigold Private Client Relationship Tier must apply with a banker in a branch or over the phone.

**All other terms and conditions of the *Citibank® Consumer Deposit Account Agreement* remain in full force and effect.**

**Terms, conditions and fees for accounts, products, programs and services are subject to change.**

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