Card Agreement Guide

This Guide will help you easily identify sections of the Card Agreement and give you a brief overview of the contents of each section. This is not intended to be a complete summary of the Card Agreement's contents, and we encourage you to read your entire Card Agreement, including the arbitration provision, before you use your Account.

1	**DEFINITIONS**	Lists the meanings of particular phrases and terms used in the Card Agreement.
2	**YOUR ACCOUNT**	Describes some of your responsibilities for using your Account.
3	**ANNUAL PERCENTAGE RATES & INTEREST CHARGES**	Shows how we calculate interest rates and how that affects your Account balance.
4	**FEES & FOREIGN CURRENCY CONVERSION**	Describes the fees that can be applied to your Account, including late fees, returned payment fees, as well as foreign transaction fees for Purchases not in U.S. dollars.
5	**PAYMENTS**	Shows how your monthly Minimum Payment Due is calculated, tells you how we apply your payments to balances, and gives you certain instructions for making payments (and tells you the possible consequences of not following those instructions).
6	**AUTHORIZED USERS**	Describes an Authorized User's rights and your responsibility for that user. Also describes what information we can share about you and your Authorized User.
7	**DEFAULT, CLOSING OR SUSPENDING YOUR ACCOUNT**	Tells you when we may require immediate payment of your total Account balance, and explains when we may close or suspend your Account, and when you may close your Account.
8	**CREDIT REPORTING**	Describes what information we provide about you to credit reporting agencies, and how to dispute items on your report. This section also explains how we use information we get about you from those agencies.
9	**ACCOUNT INFORMATION, INFORMATION SHARING & COMMUNICATIONS**	Explains that your personal information we use to manage your Account should always be up to date. Also notes that we share information about you and your Account. In addition, this section describes how we may contact you.
10	**TRANSACTIONS**	Provides important information about merchant credits, recurring Transactions and card refusals.
11	**ARBITRATION**	Explains that, if you or we choose arbitration for particular disputes, neither you nor we will be allowed to go to court, have a jury trial or initiate or participate in a class action. This section also explains how arbitration works, some of the differences between arbitration and court, and what claims are excluded from the arbitration agreement.
12	**AGREEMENT & BENEFIT CHANGES**	Explains that we can make changes to the Card Agreement and your card benefits and features.
13	**MISCELLANEOUS**	Explains subjects that aren't included in previous sections.
14	**YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE**	Explains your billing rights, which include how to address possible statement mistakes and your rights if you're not satisfied with a Purchase.



Card Agreement

This Card Agreement **(Agreement)** is your contract with us.

The *Facts about Interest and Fees* document **(*Fact Sheet*)** is part of this Agreement. The **Fact Sheet** shows important information about your Account, such as your annual percentage rates and certain fees. Any amendments to this Agreement also are part of this Agreement.
Please read all parts of this Agreement, including the arbitration provision, and keep it for your records.

Note: *Throughout the Agreement are examples, helpful tips, and additional explanations that will make the Agreement easier to understand.*

1

DEFINITIONS

Account – Your Citi Account.

Adjusted New Balance – Your New Balance less any Citi Flex Plan balance.

Annual Percentage Rate (APR) – A rate, shown as a percentage, used to calculate interest on the balance on your Account.

Authorized User – Any person you allow to use your Account with a Card we provided with that person's name.

Balance Transfer – Use of a Balance Transfer offer, including use of a check that accesses your Account for any transaction, or the transfer of a balance from another credit account to your Account.

Billing Period – The period of time between each date when we create a statement for your Account. A Billing Period is usually 28 – 33 days. For each Billing Period, your statement will show any Transactions, other charges, payments and other credits posted during that Billing Period.

Business Day – Monday through Friday, excluding federal holidays.

Card – One or more cards or other devices (including an account number) used to access your Account to obtain credit.

Card Networks – Organizations, such as Mastercard, Visa and American Express, that facilitate the payment process between a cardmember, merchants and a card issuer.

Cash Advance – Use of your Card to get cash, including foreign currency, or for what we consider a cash-like transaction. Examples include using your Card, if allowed, for: ATM and teller withdrawals, wire transfers, person-to-person money transfers, cryptocurrency or other similar digital or virtual currency, money orders, traveler's checks, lottery tickets, gaming chips and other methods used for gambling, wagers, and other betting transactions. A Citi Flex Loan is not a Cash Advance.

Citi Flex Loan – Funds provided to you by check or by direct deposit that you select to be charged to your Account and repaid under a Citi Flex Plan. Balance Transfers and Cash Advances are not Citi Flex Loans.

Citi Flex Pay – Eligible Transactions that you select to be paid under a Citi Flex Plan.

Citi Flex Plan – A feature on your Account to pay Citi Flex Loans or Citi Flex Pay Amounts in a fixed number of payments.

Consumer Reporting Agency – An organization, such as Experian, Equifax and TransUnion, that compiles credit information for the purpose of generating consumer credit reports. It's also known as a "credit bureau" and a "credit reporting agency."

Include and **including** – These terms mean "include [or including] without limitation."

Late Payment – A payment is late if you don't pay at least an amount equal to the Minimum Payment Due minus any Overlimit Amount by the payment due date.

New Balance – The total amount you owe us at the end of each Billing Period. This amount is shown on each statement under the heading "New Balance." We explain how we calculate the New Balance below.

Overlimit Amount – The amount by which your Account balance exceeds your credit limit in any Billing Period.

Purchase – Use of your Card to buy goods and services. Balance Transfers and Cash Advances are not Purchases.

Returned Payment – A payment that isn't honored by your financial institution.

Transaction – A Balance Transfer, Cash Advance, Purchase or Citi Flex Plan, as applicable.

we, us, and **our** – Citibank, N.A.

you and **your** – The cardmember who opened the Account.

You'll find definitions of other terms within this Agreement.

2

YOUR ACCOUNT

Your Account use is subject to this Agreement. You must pay us for all amounts due on your Account, including:

1. Transactions you make, even if you didn't present your Card or sign for the Transaction;
2. Transactions an Authorized User makes;
3. Transactions that other people make if you or an Authorized User let them use your Account; and
4. Any fees and interest charges on the Account.



continued on next page

Binding Agreement

This Agreement takes effect once you use your Card. Even if you don't use your Card, this Agreement will take effect unless you contact us to cancel your Account within 30 days after we sent you this Agreement.

Credit Limit

We assign a credit limit to your Account. Part of this credit limit may be available for Cash Advances, and there may be a limit on the amount of Cash Advances you can take in a given period. We may authorize Transactions that cause your balance to exceed your credit limit.

Account Use

Consumer Purposes

You aren't permitted to use your Account for business purposes. If you do use your Account for business purposes, this Agreement still applies, and you must pay us for those Transactions. You may also have to pay us for any damages and/or expenses resulting from that use. In addition, we may close your Account.

Citi Flex Plan

Your ability to create a Citi Flex Plan will depend on the amount of your available credit, creditworthiness, and other factors. We may limit the number of active Citi Flex Plans you can have and we may change this number at any time. There are two ways to create a Citi Flex Plan — Citi Flex Pay and Citi Flex Loan.

With **Citi Flex Pay**, you can pay for eligible Transactions under a Citi Flex Plan. An eligible Transaction for Citi Flex Pay must be a Purchase of at least a specified dollar amount and does not include a Purchase of cash or cash equivalent, a Purchase subject to Foreign Transaction Fees or any fee owed to us. Other exclusions may apply.

With **Citi Flex Loan**, you can use your Account's credit line to access funds and pay such funds under a Citi Flex Plan. You can only create a Citi Flex Loan if you receive an offer. The offer will tell you the terms, including the APR, that will apply to that Citi Flex Loan.

Unlawful Transactions

You aren't permitted to use your Account for unlawful Transactions. If you do use your Account for unlawful Transactions, this Agreement still applies and you must pay us for those Transactions. You also may have to pay the Card Network and/or us for any damages and expenses resulting from that use. In addition, we may close your Account.

Mobile Phones or Other Devices

Smart phones, tablets and other electronic devices can store your Card (such as through a mobile wallet). This means they can be used to make Purchases or other Transactions. Any such Transactions are covered by this Agreement. Apps that use your Card to make Transactions may have separate terms of use. We're not responsible if you violate those terms, or for any consequences resulting from any violation.

Note: *It's important to protect your devices the same way you protect your Card. Anyone who can access your Card using your device also can make charges to your Account using that device.*

3

ANNUAL PERCENTAGE RATES & INTEREST CHARGES

The following sections explain how we calculate the interest you owe each Billing Period.

APRs

We use APRs to calculate interest charges on your Account. Different APRs may apply to different Transactions. See the listing of your APRs on the **Fact Sheet**.

Variable APRs

A variable APR is an APR that can change each Billing Period. We calculate each variable APR first by taking the U.S. Prime Rate from *The Wall Street Journal* **(*WSJ*)** two Business Days before the last day of each Billing Period. (If the *WSJ* doesn't publish the U.S. Prime Rate that day, then we'll use another publication.) Then we add to the U.S. Prime Rate a certain percentage amount, which we call the ***Margin***. You can find the Margin we use for your Account in the Details About Your Interest Rates section of the **Fact Sheet**.

How is a variable APR calculated?

If the U.S. Prime Rate published in the *WSJ* two Business Days before the end of a Billing Period is 5%; and
If the Margin is 13.99%; then
Add the two together to calculate a variable APR:

5% + 13.99% = 18.99%

Your variable APRs will increase if the U.S. Prime Rate increases and decrease if the U.S. Prime Rate decreases. If a variable APR increases, then your interest charges and Minimum Payment Due may increase.

If the U.S. Prime Rate changes, we'll apply the new variable APR starting from the first day of the Billing Period when we take the U.S. Prime Rate from the *WSJ*. The new APR will apply to existing balances, as well as balances added to your Account after the change.

Penalty APR

If you have a Late or Returned Payment, we may apply a penalty APR to your Account. We determine your penalty APR based on your creditworthiness.

continued on next page

- **Penalty APR for new Transactions (less than 60 days late).** If you make a Late Payment and it's less than 60 days late or you have a Returned Payment, the penalty APR only will apply to new Transactions. We'll review your Account from time to time to determine if a penalty APR should be reduced.
- **Penalty APR for existing balances and new Transactions (60 or more days late).** If we haven't received your Minimum Payment Due within 60 days after its due date, we may apply the penalty APR to both the existing balances and new Transactions. If you make your next six consecutive Minimum Payments Due on time, we'll stop applying the penalty APR to existing balances and new Transactions. If you don't make your next six consecutive Minimum Payments Due on time, the penalty APR may continue to apply indefinitely to existing balances and new Transactions.

Daily Balance

We calculate interest on your Account each Billing Period first by calculating your daily balances. The following explains how we do that.

Here's how and when Transactions, fees and credits are applied to the balances on your Account:

- We add the amount of a Purchase or Balance Transfer to the Purchase balance as of the post date on your statement.
- We add the amount of a Cash Advance to the Cash Advance balance as of the post date on your statement.
- We add a Balance Transfer fee to the Purchase balance as of the post date on your statement.
- We add the amount of any eligible Transaction under a Citi Flex Pay or a Citi Flex Loan to a Citi Flex Plan balance as of the post date on your statement. If you moved an amount from another balance within your Account to a Citi Flex Plan, we will credit the other balance in the amount you added to a Citi Flex Plan in order to avoid double counting that amount. If a Plan Fee applies, the first Plan Fee will be added to the Citi Flex Balance as of the end of the billing period in which the Plan was created. A Plan Fee will then be added to the Citi Flex Plan balance at the end of each subsequent billing period until the Plan is paid in full.
- We add a Cash Advance fee to the Cash Advance balance as of the post date on your statement.
- We'll add any other fees to the balance of our choice. If you're charged interest in a Billing Period, but the amount calculated is less than $0.50, we'll add additional interest to the balance(s) of our choice so that you'll be charged $0.50 in interest for that Billing Period.
- We subtract credits and payments as of the post date shown on your statement.
- Each balance may have a different APR. Certain categories of Transactions in a balance may have multiple APRs. For example, you may make a Purchase or Balance Transfer, or create a Citi Flex Plan, that's subject to a promotional APR. Your balances, and their corresponding APRs, are shown on your statement.

Note: *The post date shown on your statement will usually be the date of the Transaction, but it may be later.*

Here's how we calculate each of the daily Purchase, Cash Advance and Citi Flex Plan balances on your Account:

- We start with the daily balance from the end of the previous day.
- We add any new Transactions, fees and other charges, including interest accrued on the previous day's balance. This means that interest is compounded daily.
- We subtract any credits or payments credited as of that day.
- We make additional adjustments as appropriate, subject to applicable law (as an example, for a disputed charge).

This gives us the daily balance for that day.

Daily balance for purchases from the previous day
+ New purchases
+ Fees and interest accrued on the previous day's Purchase balance
– Payments, credits and adjustments posted that day
= New daily balance for Purchases

Interest Calculation

Each daily balance may have a different APR. Certain categories of Transactions in a daily balance may have multiple APRs. For example, you may make a Purchase or Balance Transfer that's subject to a promotional APR. If a daily balance on your Account is subject to an APR, we'll charge interest on that daily balance. We use the daily balance method (which includes new Transactions). If interest applies to a balance, it will start applying on the day a charge is added to that balance and continue until that balance is paid in full. We consider a credit balance as a balance of zero when calculating interest on that balance.

- We multiply each daily balance by its applicable daily periodic rates (each applicable APR divided by 365).
- We do this for each day in the Billing Period. This gives us the daily interest amounts.
- Then we total all the daily interest amounts for all the daily balances. This gives us the total interest for the Billing Period.

Note: *Your balances, and their corresponding APRs, are shown on your statement.*

Calculating the New Balance

To calculate the New Balance at the end of each Billing Period, we begin with the total Account balance at the start of that Billing Period. Then we add any Transactions that are new to the Account during that Billing Period. Then we subtract any credits applied or payments made during that Billing Period. Then we add any interest charges or fees incurred during that Billing Period and make any other adjustments, as applicable (for example, if you have disputed a charge).

Grace Period on Purchases

You won't pay any interest on Purchases if you pay the Adjusted New Balance, including any Balance Transfers, plus any Citi Flex Plan Payment Amount, in full by the payment due date shown on your statement each Billing Period. We call this a **grace period on purchases.** If you don't pay your Adjusted New Balance in full, plus any Citi Flex Plan Payment Amount, by the payment due date in a Billing Period, you'll pay interest on your Purchases from the date they're posted to your Account. You also won't have a grace period on Purchases again until you pay the Adjusted New Balance in full, plus any Citi Flex Plan Payment Amount, by the payment due date 2 Billing Periods in a row.



continued on next page

There's no grace period on Balance Transfers, Cash Advances, and Citi Flex Loans. This means you'll pay interest on Balance Transfers, Cash Advances, and Citi Flex Loans from the date these Transactions post to your Account.

Important Information about Citi Flex Plans:

We apply any amount you pay over your Minimum Payment Due first to the balance with the highest APR, then to the balance with the next highest APR, and so on, as described in Section 5, Application of Payments. This means that, if the APR for a Citi Flex Plan balance is higher than an APR that applies to another balance on your Account, we will apply the amount you pay above the Minimum Payment Due to that Citi Flex Plan balance prior to that other balance. This will cause you to pay off that Citi Flex Plan balance before the end of its repayment period and may result in an amount remaining due on your next billing statement for the other balance, increasing your Adjusted New Balance on your next billing statement.

You can see your balances and their corresponding APRs on your statement.

Grace Period for Citi Flex Plan balances

When you create a Citi Flex Pay subject to an APR, you will be charged interest on the Citi Flex Pay balance from the start of the Billing Period following the Billing Period when you created the Citi Flex Pay. This means that you will not be charged interest on the Citi Flex Pay balance during the Billing Period in which you created the Citi Flex Pay.

There is no grace period for Citi Flex Loans. You'll pay interest on Citi Flex Loans from the date the Loan is posted to your account.

4

FEES & FOREIGN CURRENCY CONVERSION

Fee	Amount	About the Fee
Annual Membership Fee	$695 $175 for up to 3 Authorized Users and $175 for each Authorized User thereafter.	Your Account has an Annual Membership Fee as well as an annual fee for Authorized Users you add to your Account. The **Fact Sheet** shows these fees. You'll see the Annual Membership Fee on your first statement after opening your Account and each year after that. If applicable, Authorized User fee(s) will be charged when you add the Authorized User to your Account and will be charged with your Annual Membership Fee each year after that. We'll charge the Annual Membership Fee and the Authorized User fee(s), if applicable, if your Account is open, even if you don't have a balance.
Late Fee	Up to $41	We have the right to charge you a late fee if you don't pay at least an amount equal to the Minimum Payment Due minus any Overlimit Amount by the payment due date. The late fee is $30 and, if you make another Late Payment within the next 6 Billing Periods the late fee will be $41. The amount of your late fee will never be higher than your Minimum Payment Due.
Returned Payment Fee	Up to $41	We have the right to charge you a Returned Payment fee of $30 if your bank doesn't honor your payment. If that happens, we'll resubmit the payment request. If your bank doesn't honor another payment within 6 consecutive Billing Periods, the Returned Payment fee will go up to $41.
Transaction Fee for Balance Transfers	Either $5 or 5% of the amount of each transfer, whichever is greater.	We charge you a fee for each Balance Transfer.
Transaction Fee for Cash Advances	Either $10 or 5% of the amount of each cash advance, whichever is greater.	We charge you a fee for each Cash Advance.
Transaction Fee for Purchases in Foreign Currency	None	There is no Foreign Transaction Fee for this credit card.
Plan Fee (Fixed Finance Charge)	A monthly fee of up to 1.72% of each Transaction moved to a Plan based on the Plan duration, the APR that would otherwise apply to the Transaction, and other factors.	If a Plan Fee applies, it will be disclosed to you at the time you enter into the Citi Flex Plan.

Foreign Currency Conversion

Foreign Currency Conversion – Purchases

A Card Network converts the amount of a Purchase in a foreign currency into U.S. dollars. Each Card Network follows its own procedures for conversion. These procedures include how the Card Network chooses an exchange rate and when to do the conversion. For example, Visa chooses either a government-mandated exchange rate or chooses from a range of rates available on wholesale currency markets (and, in either case, the exchange rate that it chooses may be less favorable than the rate that



continued on next page

Visa itself receives when it makes foreign currency transactions). Depending on the policies of each Card Network, the exchange rate chosen may be the one in effect on the day the Card Network does the conversion, or on the day before. The exchange rate that a Card Network uses to convert the Purchase to U.S. dollars may differ from the rate in effect on the date you made the Purchase or on the post date for that Purchase shown on your statement. The Card Network's procedures may change without notice.

If a third party, such as a merchant, converts the amount of a Purchase into U.S. dollars before sending the Purchase to a Card Network, the third party chooses the conversion rate instead of the Card Network.

Foreign Currency Conversion – Cash Advances

If you take a Cash Advance in a foreign currency at an ATM or branch of a financial institution, it may not be the Card Network in all instances that converts the Transaction into U.S. dollars. Instead, depending on where the Transaction takes place, another third party, such as a financial institution, ATM network, or ATM operator, may do the conversion. We do not control this. However, if you use your Card for a Cash Advance at a Citibank ATM or branch, then we or our affiliates may do the conversion.

The party that converts a Cash Advance to U.S. dollars will choose the exchange rate and when to do the conversion. The exchange rate in effect on the date the Cash Advance is converted to U.S. dollars may differ from the rate in effect on the date you took the Cash Advance or the post date for that Transaction shown on your statement. The exchange rate may also differ from any rate quoted to you when you made the Transaction.

5

PAYMENTS

Minimum Payment Due

You may pay all or a part of your Account balance at any time. You must pay at least the Minimum Payment Due by the payment due date each Billing Period.

Your **"*Minimum Payment Due*"** equals:

- Any amount past due; plus
- Any Overlimit Amount; plus
- Any Citi Flex Plan Payment Amount; plus
- The greater of:
  1. The Adjusted New Balance, if it's less than $41;
  2. $41 if the Adjusted New Balance is at least $41; or
  3. 1% of the Adjusted New Balance (rounded to the nearest dollar), plus any billed interest or minimum interest charge, plus any late fee.

The Minimum Payment Due is never more than the New Balance.

Note: *Your payment due date is typically the same day of the month, every month. You may request a change to your monthly due date.*

Citi Flex Plan Payment Amount

The Minimum Payment Due will include any amount due on a Citi Flex Plan balance each Billing Period (the "**Citi Flex Plan Payment Amount**"). Your first Citi Flex Plan Payment Amount will be due in the Billing Period following the Billing Period in which you created the Citi Flex Plan. You must pay the Citi Flex Plan Payment Amount each Billing Period, calculated as described below, for so long as any balance remains in the Citi Flex Plan. The Citi Flex Plan Payment will never be more than the amount of the Citi Flex Plan balance, which includes any applicable interest or Plan Fee.

For Citi Flex Plans Subject to a Citi Flex Plan APR:

- We take the Citi Flex Plan balance as of the date it is created, plus
- The estimated interest charges for the Citi Flex Plan calculated through the end of the Citi Flex Plan repayment period, the sum of which is divided by the number of months in the Citi Flex Plan.
  - Estimated interest charges for the Citi Flex Plan are calculated as follows: (i) for Citi Flex Pay, the estimated interest charges are calculated on the daily balance from the start of the next Billing Period following the Billing Period on which you created the Citi Flex Pay; and (ii) for Citi Flex Loan, the estimated interest charges are calculated on the daily balance from the date on which you created the Citi Flex Loan. For purposes of this estimate, interest is calculated through the end of the Citi Flex Plan repayment period.

The formula we use for determining the amount described directly above is:

- $B \times (IPAPR/12) / (1-(1+IPAPR/12)^{-N})$
  - Where B is the Citi Flex Plan balance plus, for Citi Flex Loan, interest accrued in the billing period in which the Citi Flex Loan was created, calculated as the initial Flex Loan balance multiplied by $(1+APR/365)^{D}$
    - APR is the APR that applies to that specific Citi Flex Plan
    - D is the estimated number of days remaining in the billing period after the Citi Flex Loan is posted to the account
  - IPAPR is $12*((1+APR/365)^{(365/12)}-1)$
- N is the number of scheduled payments to be made during the Citi Flex Plan repayment period.

For Citi Flex Plans subject to a Plan Fee:

- We start by dividing the initial Citi Flex Plan balance by the selected repayment period.
- We then add your monthly Plan Fee to determine the monthly payment amount.

Your first Citi Flex Plan Payment Amount will be due in the Billing Period following the Billing Period in which you created the Citi Flex Plan. The actual interest charged on your Citi Flex Plan will be calculated as described in Section 3. If you do not pay your Minimum Payment Due in full by the due date, you may owe additional interest on your Citi Flex Plan balance if it is subject to a Citi Flex Plan APR. This will not increase the Citi Flex Plan Payment Amount for subsequent Billing Periods, but you may be required to make additional payments after the end of the Citi Flex Plan repayment period to pay your Citi Flex Plan balance (including any additional interest) in full.



continued on next page

If you have not paid your Minimum Payment Due for any three Billing Periods during the Citi Flex Plan, and the Minimum Payment Due for those three Billing Periods remains outstanding at the end of your current Billing Period, we may cancel any existing Citi Flex Plan from your Account, then add the balance of any canceled Citi Flex Plan to the Purchase balance, retaining the Citi Flex Plan APR that was in effect at time of cancelation. If we cancel a Citi Flex Plan subject to a Plan Fee, we will not charge the Plan Fee after cancelation.

We may also do this if:

- You file for bankruptcy or some other insolvency proceeding is filed by or against you.
- You don't honor the terms of this Agreement.
- You're declared incompetent or mentally incapacitated or in the event of your death.
- You enter into a hardship assistance program.

If any of the above events occur, we will calculate the Minimum Payment Due as part of the Adjusted New Balance as described in Section 5 and you will no longer pay a monthly Citi Flex Plan Payment Amount. Any canceled Citi Flex Plan balance amount that was added to a Purchase balance will not be added back to a Citi Flex Plan balance, even if you pay your outstanding Minimum Payment Due in full. You will not be eligible to create another Citi Flex Plan until you pay your outstanding Minimum Payment Due in full, and then only if we offer you the opportunity to create another Citi Flex Plan.

Important Information about Citi Flex Plans and Promotional APRs:

If your Citi Flex Plan APR is higher than any other APR, such as a promotional Balance Transfer APR, we will apply any payment you make above the Minimum Payment Due to that Citi Flex Plan balance prior to the lower APR balances. ***This means that if you want to pay off a balance with a lower promotional APR before the promotional period expires, you must first pay off all your other balances with higher APRs, including your Citi Flex Plan balance, before you can pay off that promotional balance.***

Application of Payments

We decide how to apply your payments, up to the Minimum Payment Due, to the balances on your Account. The Minimum Payment Due is generally applied first to fees, interest and principal in the balance with the lowest APR, then to fees, interest and principal in the balance with the next lowest APR, and so on, until the full Minimum Payment Due has been applied. If you pay more than the Minimum Payment Due, we'll apply the amount over the Minimum Payment Due first to the balance with the highest APR, then to the balance with the next highest APR, and so on, except as otherwise required by applicable law.

Payment Instructions

You must follow the instructions below when making a payment. If you do, we'll credit the payment to your Account as of the day we receive it.

1. You must pay in U.S. dollars.
2. You must use a check or electronic debit issued by a bank in the United States.
3. You must not send us a check dated after the date that we receive it.
4. You must not enclose more than one check per envelope.
5. You must not include any restrictive endorsements on the check.
6. You must follow the additional payment instructions shown on your statement.

If you don't pay in U.S. dollars and we accept your payment, we'll select the currency conversion rate, and you must pay our costs. If you don't follow our payment instructions, we may not accept your payment, or there may be a delay in crediting your Account. Either may result in late fees and additional interest charges to your Account. If you don't follow the instructions in this Agreement or on your statement, we may accept your payment without losing our rights. We may reject a payment if it's more than the outstanding Account balance. We also may close your Account.

6

AUTHORIZED USERS

Adding and Removing Authorized Users

You can ask us to add one or more Authorized Users to your Account. If we approve, use of your Account by an Authorized User is subject to the terms of this Agreement. You must:

- Obtain permission from each Authorized User before naming him or her as an Authorized User on your Account.
- Make a copy of this Agreement available to each Authorized User.

You must notify us to remove an Authorized User from your Account. If we remove an Authorized User, in some cases we may close your Account, open a new Account, and issue you a new Card.

Your Responsibility for Authorized Users

You must pay us for:

- Any Transactions made by an Authorized User on your Account.
- Any Transaction made by an Authorized User even if the post date shown on your statement for that Transaction occurs after the date you ask us to remove the Authorized User from your Account.
- Any Transactions made by others if an Authorized User allows them to use your Account.
- Fees and charges resulting from any Transactions made by an Authorized User or others if an Authorized User allows them to use your Account.

Account Rights for Authorized Users

You agree that an Authorized User may use and receive information about the Account, such as the Authorized User's Transaction information and history, Account Balance and Minimum Payment Due. You allow us to discuss your Account with an Authorized User. We may also provide you the option to give Authorized Users expanded access to your Account, such as permitting the Authorized Users to set up recurring payments or to obtain your Transaction history. If we provide this expanded access, we will explain the available options. An Authorized User won't be able to add other Authorized Users, adjust the credit limit or close the Account.

What can Authorized Users do?

All Authorized Users can take certain actions with the Account, including:

- Report lost or stolen Cards
- Initiate billing disputes
- Make payments
- Obtain certain information about the Account, such as the Authorized User's Transaction history, the Account balance and Minimum Payment Due
- Request refund checks

continued on next page

Information about Authorized Users

You agree to give us certain personal information about each Authorized User. You must let each one know that you'll give us that information and you must have his or her permission to do so. You must have permission from each one to allow us to share information about him or her as allowed by applicable law. This includes information we may get from you, any Authorized User and others. It also includes information about their Transactions on the Account.

Credit Reporting

We report information about this Account to Consumer Reporting Agencies in the Authorized User's name that may appear on their credit report. This could include information about:

- Late Payments;
- Returned Payments;
- Overlimit Amounts; and
- Other violations of this Agreement.

You must let each Authorized User know that we report Account information in his or her name. Also, see **Credit Reporting** in Section 8.

7

DEFAULT, CLOSING OR SUSPENDING YOUR ACCOUNT

Default

We may require immediate payment of your total Account balance, to the extent allowed by law, if any of the following occurs:

1. You don't pay at least the Minimum Payment Due by the due date.
2. You have a Returned Payment.
3. You file for bankruptcy or some other insolvency proceeding is filed by or against you.
4. You don't honor the terms of this Agreement.
5. You default under any other card agreement you have with us.
6. You're declared incompetent or mentally incapacitated, or in the event of your death.

Closing or Suspending Your Account

We may close or suspend your Account if any of the events listed above occur, or for any reason, or for no reason. We may do this at any time, without notifying you, as allowed by law. We may cancel your current Card and issue you a substitute Card at any time. You also may close your Account at any time by notifying us by telephone or in writing. If we close or suspend your Account, or if you close your Account, you must pay us all amounts you owe on the Account (including any amount due on a Citi Flex Plan balance), even if they post to your Account after it's closed or suspended.

Closing Secured Accounts

If your Account is a secured Account, you gave us a security interest in a deposit account. This secures repayment of your Account. If you withdraw your funds from the deposit account, we will close your Account. If you gave us a security interest in a deposit account, we may use the deposit amount to pay any amount you owe.

8

CREDIT REPORTING

You allow us to get information about you. We get it from Consumer Reporting Agencies and other sources that provide consumer financial information. You allow us to use it for:

- Renewal of your Account;
- Credit line increases or decreases;
- Administration or review of your Account, collection and any other servicing;
- All other credit-related purposes connected with this Agreement;
- Offers for other cards, insurance products and other services; and
- Other uses permitted by law.

We report Account information in your name, as well as information about you to Consumer Reporting Agencies, on a monthly basis. The information we provide may appear on your credit reports. This can include information about:

- Late Payments;
- Returned Payments;
- Overlimit Amounts; and
- Other violations of this Agreement.



continued on next page

If you think we've given incorrect information to a Consumer Reporting Agency about you (or about an Authorized User), please write to us at the address shown on the back of your billing statement in the section titled "Credit Reporting Disputes" and we'll research it. We'll let you know if we agree or disagree with you. If we agree with you, we'll contact each Consumer Reporting Agency we reported to and request a correction.

9

ACCOUNT INFORMATION, INFORMATION SHARING & COMMUNICATIONS

Changes to Account Information

You provided certain personal information to us when you opened your Account. You agree to notify us if this information changes. If you don't, or if we ask you to verify your Account information and you cannot, we may suspend or close your Account.

Information Sharing

You agree to let us share information about you and your Account 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 Citi can share its customers' personal information.

Communications

Contacting You

You agree that we (and/or our service 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.

How We Capture and Use Voiceprints

We may use voice recognition technology to verify your identity when you call. We may capture and store your voiceprint for this purpose.

Call Monitoring

We may monitor and record any calls between you and us.

Notices

We send any notices to your billing address or, if you've agreed, by email to the address you gave us. We consider a notice sent as soon as we mail it. We consider an electronic notice sent as soon as we email it, unless we receive notification that the email was undeliverable.

10

TRANSACTIONS

Merchant Refunds

A merchant refund to your Account will post to your Account as a credit. We don't control when a merchant sends an Account credit. We'll choose how to apply the credit to your existing Account balances, including whether to apply a credit to a Citi Flex Plan or a different balance. If you believe a merchant credit has not been applied properly, please contact us. If a credit creates a credit balance on your Account, we'll mail you a check for the amount of the credit balance.

Note: Merchant Surcharges. *Some merchants, including merchants outside of the U.S., may charge you a fee to use your Card for a Purchase. The fee will be either a percentage of the amount of your Purchase, or a flat fee, and will be added to the amount of your Purchase. Usually, a merchant will tell you about this fee before you use your Card, but not always. We don't control these fees, and can't prevent them.*

Recurring Authorized Transactions

If you authorize a merchant or any other person to charge your Account for recurring Transactions, you must notify the merchant if:

- You want to discontinue these Transactions;
- Your Account is closed;
- Your Account number changes;
- Your Card expiration date changes.

You're responsible for reinstating any recurring authorized Transactions.

Refusal of the Card

We don't guarantee approval of Transactions. We are not liable for those that aren't approved, even if you have enough available credit on your Account. We also may limit the number of Transactions approved in a single day. If we detect unusual or suspicious activity, we may suspend credit privileges on the Account or the impacted card.

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 claims

- **You or we may arbitrate** any claim, dispute or controversy between you and us arising out of or related to your Account, a previous related Account or our relationship (called "Claims").
- **If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim.**

Except as stated below, all Claims are subject to arbitration, no matter what legal theory they're 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. 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 co-applicant, Authorized User, employee, agent, representative or an affiliated/parent/subsidiary company.

Arbitration limits

- Individual Claims 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 Claim against us. If you assert a Claim against us, we can choose to arbitrate, including actions to collect a debt from you. You may arbitrate on an individual basis Claims brought against you, including Claims to collect a debt.
- Claims 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 Claim as part of a class action or other representative action. Claims of 2 or more persons may not be combined in the same arbitration. However, applicants, co-applicants, Authorized Users on a single 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 claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. You can obtain copies of the AAA Rules at the AAA's website (**www.adr.org**) or by calling 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 billing address.
- Arbitration may be requested any time, even where 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 conducted 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 for 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 may 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 will pay your share of the arbitration fee for an arbitration of Claims of $75,000 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 Claim 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.

Survival and Severability of Terms

This arbitration provision 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 Claim. 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.



continued on next page

Rules for rejecting this arbitration provision

You may reject this arbitration provision by sending a written rejection notice to us at: PO Box 6195; Sioux Falls, SD 57117-6195. 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.

12

AGREEMENT & BENEFIT CHANGES

Changes to this Agreement

We may change this Agreement for any reason and at any time, subject to applicable law. This means that we can change rates and fees that apply to your Account. It also means we can add, replace or remove provisions of this Agreement. If required by applicable law, we'll give you notice of the changes. If you have the right to reject a change, we'll notify you and tell you how to reject. If we notify you of a change, we may do so on your statement or send you a separate written notice, either of which may be sent electronically if permitted by applicable law.

Changing Benefits

Any benefit, reward, service or feature offered may change or be discontinued at any time for any reason. Separate terms and conditions will describe any exceptions.

13

MISCELLANEOUS

Assignment

We may assign any or all of our rights and obligations under this Agreement to a third party. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.

Governing Law

Federal law and the law of South Dakota govern the terms and enforcement of this Agreement.

Enforcing this Agreement

We won't lose our rights under this Agreement because we delay in enforcing them or fail to enforce them. If any provision of this Agreement is found to be unenforceable, all other provisions of the Agreement will remain in effect.

Collection Costs

To the extent allowed by law, you're liable to us for our legal costs if we refer collection of your Account to a lawyer who isn't our salaried employee. These costs may include reasonable attorneys' fees, as well as costs and expenses of any legal action.

Unforeseen Circumstances

From time to time, our services might be unavailable due to circumstances beyond our control (such as fires, floods, natural disasters, system failures or other unpredictable events). When this happens, you might not be able to use your Card or obtain information about your Account. We're not responsible or liable if this happens.

Lost or Stolen Cards, Account Numbers or Account Checks

You must try to prevent the unauthorized use of your Account and any Card, including your Account number. You must call us if any Card is lost or stolen. Also, you must call us if you think someone has used or may use these items without permission.

Headings

The headings in this Agreement are included as a matter of convenience and do not define, limit or enlarge the scope of this Agreement or any of its provisions.

Correction of Errors

If we incorrectly apply a payment or credit to your Account, make an incorrect payment or transfer of funds to you or an Authorized User or anyone else on your behalf or on behalf of an Authorized User, or make any other error regarding your Account, you agree that we may correct the error. We may correct the error by making adjustments to your Account, requiring you to repay us for any incorrect payments, credits or transfers, or taking other actions we determine are appropriate to correct the error. You agree to cooperate with us to correct any of these errors.



YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act. Keep this document for future use.

What to Do if You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at the address for billing inquiries and correspondence shown on the front of your statement.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do 2 things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The transaction in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50 of the amount you question even if your bill is correct.

Your Rights if You're Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with an Account check do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing inquiries and correspondence shown on the front of your statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

For Further Information: *Call the Customer Service number shown on the statement or on the back of your Card if you need more information.*