



TERMS AND CONDITIONS

SAMSUNG PAY

This Section governs the relationship between you and Citibank, N.A., - Ha Noi Branch and Citibank, N.A., Ho Chi Minh City Branch (herein referred to as "Citibank" or "we", "our", "us") regarding the access of this application or use of your Citi PremierMiles, Citi Rewards, Citi CashBack, Citi Simplicity+ Credit Card through Samsung Pay (the "Service"). The term 'Samsung Pay' shall include the Samsung Pay branded payment functionality, the Card provisioning functionality, and transaction history displayed. We will determine, in our sole discretion, which Cards will be eligible for use through Samsung Pay. By adding or using a Card in Samsung Pay you agree to use your Card through Samsung Pay in accordance with the terms and conditions under this Section. If you do not agree to the terms and conditions under this Section, then you must not add your Card to, or use your Card in connection with, Samsung Pay. Use of Samsung Pay is at your discretion. You are not obliged to use Samsung Pay in connection with any of your Cards.

Your use of Samsung Pay to purchase goods and services with your Card is governed by the applicable terms and conditions between you and us in connection with each account to which the Card is linked ('Account'). You also acknowledge that your use of Samsung Pay is subject to the terms and conditions set forth by Samsung Electronics Co., Ltd. and/or its affiliates ('Samsung') with respect to the use of Samsung Pay.

ELIGIBILITY / ENROLLMENT

Samsung Pay is available to cardholders for the purposes of purchasing goods and services with a compatible Android mobile device (including phone, table or wearable device) that contains a secure element ('Eligible Device'), at near field communication (NFC) and magnetic secure transmission (MST) enabled merchants that accept Samsung Pay as form of payment . Samsung Pay allows you to use your Eligible Device to access and use your Cards to make such purchases in place of presenting or using your physical Card. To add your Card to Samsung Pay, you must register your Card through Samsung Pay. You may be required to take additional steps to authenticate yourself before your Card is added to Samsung Pay, including by providing additional identifying information. By adding your Card to Samsung Pay, a unique numerical identifier different from your Card number ('Device Card Number') will be allocated for the purpose of making purchases and receiving refunds through Samsung Pay. Due to the manner in which Samsung Pay operates, you may need to present your Eligible Device at a merchant when you return an item purchased using Samsung Pay on such Eligible Device.

YOUR USE OF CITI CARDS THROUGH SAMSUNG PAY

Purchases you make with Samsung Pay using your Citi Premiermiles, CitiCash Back, Citi Rewards, Citi Simplicity+ credit card are governed by these Terms and Conditions. Please review these Terms and Conditions for important information on your rights and responsibilities when making purchases. You



must keep your Eligible Device safe (including ensuring that the device is not modified contrary to the manufacturer's software or hardware guidelines) and ensure that your passcode or personal identification number to allow you to use your Eligible Device to access and use your Cards to make purchases for Samsung Pay is not disclosed to any one and you must take all steps and prevent any fraud, loss or theft in respect of the Eligible Device or any Card in connection with the use of Samsung Pay. If your Eligible Device is lost or stolen, your fingerprint identity (Touch ID) or personal identification number or other passcode is compromised or Card has been used through Samsung Pay without your permission, you must notify us immediately and if we so required, furnish to us a statutory declaration in such form as we specify and/or a police report and/or any other information we may reasonably require. You are liable for all unauthorised use of your Card in connection with Samsung Pay. You acknowledge that your Eligible Device can be used to make purchases using Samsung Pay without unlocking the Eligible Device, however you will still be required to authorise any Samsung Pay transaction with your fingerprint identity (Touch ID) or personal identification number or passcode. If you enroll for fingerprint identity (Touch ID), personal identification number or passcode on Samsung Pay, the collection, storage, enrollment and access to Samsung Pay using your finger print, personal identification number or passcode will be made using the technology on your Eligible Device. Accordingly, when you log into Samsung Pay and choose to be verified using the technology on your Eligible Device, your finger print, personal identification number or passcode will be matched and verified against that technology. Accordingly, you acknowledge that we have no control over the technology on the Eligible Device, the availability, capability, verification method, security and integrity of the Eligible Device and cannot be held responsible for transactions effected using Samsung Pay and authorised by your finger print or personal identification number or passcode. You should therefore assess if this manner of is acceptable to you. Use of Samsung Pay is at your discretion. You are not obliged to use Samsung Pay in connection with any of your Cards.

You agree and acknowledge that the transaction history displayed in Samsung Pay in connection with use of your Card in Samsung Pay solely represents our authorisation of your Samsung Pay transaction using that particular Eligible Device and does not reflect any post-authorisation activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for your Samsung Pay transaction history in connection with use of your Card in Samsung Pay may not match the transaction amount that is ultimately cleared, settled, and posted to your Card's statement of account. You will remain liable to us for the amounts set out on your statements.

We currently do not impose a fee for using your Card through Samsung Pay but we reserve the right to impose a fee in the future. Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of Samsung Pay.

As a condition to using your Card in connection with Samsung Pay, you acknowledge and consent to us sending notifications to the Eligible Device which may or may not be the same device as your mobile phone number on record with us. If at any time you revoke this consent, we may suspend or cancel your ability to use your Cards in connection with Samsung Pay.



Devices modified contrary to the manufacturer's software or hardware guidelines, including by disabling hardware or software controls—sometimes referred to as 'jailbreaking'—are not Eligible Devices. You acknowledge that the use of a modified device to use your Card in connection with Samsung Pay is expressly prohibited, constitutes a violation of these Terms and Conditions, and is grounds for us to deny your access to your Cards through Samsung Pay.

AUTHORIZATION TO COLLECT AND SHARE DATA

You acknowledge that (i) Samsung, the provider of Samsung Pay technology that supports the Cards in Samsung Pay, as well as Samsung's sub-contractors, agents, and affiliates, and (ii) the applicable payment network branded on your Card (e.g., MasterCard International Incorporated and its affiliate Maestro, or Visa, U.S.A., Inc. and its affiliate Interlink) as well as such network's sub-contractors, agents, and affiliates, will have access to certain details of your transactions made with merchants via use of your Cards through Samsung Pay. You acknowledge that the use and disclosure of any personal information provided by you directly to Samsung, the applicable payment network branded on your Card, or other third parties supporting Samsung Pay, will be governed by such party's privacy policy.

MERCHANT RELATIONSHIPS AND DISCLAIMERS

Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) ('Offers') in Samsung Pay. Such Offers are subject to certain terms and conditions and may change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and these Terms and Conditions, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through Samsung Pay or the Offers that they provide.

CHANGES TO PARTICIPATION IN THE SAMSUNG PAY

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

INTELLECTUAL PROPERTY

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



DISCLAIMERS OF WARRANTY

Samsung Pay is provided by Samsung and/or its affiliates, and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with Samsung Pay may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card through Samsung Pay due to such delay, interruption, disruption or similar failure.

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

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device.

SECURITY AND YOUR LIABILITY

Any person who can unlock your Eligible Device may be able to make transactions using your Card registered in Samsung Pay. Fingerprint sign-in means that any fingerprint saved on your mobile device, now or in the future, can access your Card in Samsung Pay. Accordingly, you must not activate fingerprint sign-in if you have any other person fingerprint saved on your device at any time and you must keep your Eligible Device safe and secured. If you do so, or you share your PIN or passcode with any other person, you are taken to have authorized that person to transact on your account using Samsung Pay. This means that any Samsung Pay transaction initiated by that person using the fingerprint, PIN or passcode will be authorized by you and the limitation of liability which may be applicable to you under these Terms and Conditions which deals with unauthorized transactions will not apply.

Subject to the above, once you access the Service, add or use any of your Cards for Samsung Pay, you are responsible for ensuring that:

- (a) the Service or Samsung Pay is not shared with anyone and is used only by you;



- (b) you keep your PIN or passcode in the Eligible Device in the same way as you would keep a banking password or PIN secured, including by not: (i) sharing it with anyone, (ii) carrying a record of it with an Eligible Device or anything liable to be stolen with an Eligible Device, (iii) choosing a passcode that can be guessed, such as your date of birth or a recognizable part of your name, and (iv) acting with carelessness in failing to protect the security of the passcode;
- (c) you must keep the Eligible Device safe and secure, and you must exercise due care in safeguarding your Eligible Device, even at your place of residence (including by locking it when not use or when it is unattended and by installing up-to-date anti-virus software on it; and/or
- (d) remove any Cards from the Eligible Device before disposing of the Eligible Device.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR PROCESSORS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF SAMSUNG PAY, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH SAMSUNG PAY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR PROCESSORS, SUPPLIERS, AND LICENSORS (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF SAMSUNG PAY, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH SAMSUNG PAY; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM SAMSUNG PAY; (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH SAMSUNG PAY BY ANY THIRD PARTY; (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH SAMSUNG PAY; AND/OR (VI) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

INDEMNITY

You will indemnify, defend, and hold us harmless (and our employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth herein, including any violation of our policies; (b) your wrongful or improper use of Samsung Pay, including wilful misconduct or fraud; (c) your violation of any third-party right, including



without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of Vietnam or any other country; (e) any other party's access or use of Samsung Pay with your Touch ID or personal identification number or passcode or other appropriate security code, and (f) any change in law, regulation or official directive which has an effect on the Card or Samsung Pay, and the same may be debited to your Card and/or shall be paid by you on demand.

REPRESENTATION AND WARRANTY

You represent and warrant to us that: (i) the Card you added to Samsung Pay is your credit Card; (ii) you and all transactions initiated by you will comply with all federal and state, rules, and regulations applicable to you, including any applicable tax laws and regulations; (iii) you will not use your Card through Samsung Pay for any fraudulent undertaking or in any manner so as to interfere with the operation of Samsung Pay; and (iv) your use of your Card in connection with Samsung Pay will comply with these Terms and Conditions.