

Citi Merchant Portal Terms & Conditions

NOTICE

THESE MERCHANT PORTAL TERMS AND CONDITIONS (“THESE TERMS” OR “THESE TERMS AND CONDITIONS”) GOVERN AND ARE INCORPORATED INTO AND FORM PART OF THE REGIONAL PROMOTION AGREEMENT, CITI WORLD PRIVILEGES AGREEMENT OR OTHER MERCHANT AGREEMENT BETWEEN CITIBANK N.A., (“CITIBANK”) (OR A RELEVANT CITI ENTITY) AND MERCHANT (“AGREEMENT”). THE RELEVANT CITI ENTITY FOR ANY PARTICULAR COUNTRY, WOULD BE THE CITI ENTITY THAT THE MERCHANT IN THAT COUNTRY HAS SIGNED THE AGREEMENT WITH. CITI MAY AMEND THESE TERMS AND CONDITIONS IN ITS SOLE DISCRETION AND AT ANY TIME AND NOTICE OF ANY AMENDMENT UNDER MERCHANT’S EXISTING AGREEMENT WITH CITIBANK/CITI WILL CONSTITUTE ADEQUATE NOTICE TO INFORM MERCHANT OF ANY SUCH AMENDMENTS TO THESE TERMS AND CONDITIONS AND MERCHANT FURTHER AGREES TO BE BOUND BY ANY SUCH AMENDMENTS UPON SUCH NOTICE.

BY CLICKING THE “AGREE” BUTTON AT THE END OF THIS TERMS AND CONDITIONS, MERCHANT ACKNOWLEDGES THAT IT HAS READ AND AGREED TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS.

OWNERSHIP

CITIBANK IS A SUBSIDIARY OF CITIGROUP INC. (“CITIGROUP”). REFERENCES TO “CITI” IN THIS PORTAL REFER TO CITIGROUP INC, ITS PARENT, SUBSIDIARIES AND/OR AFFILIATES.

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TRADEMARKS

CITI, CITI AND ARC DESIGN, CITIBANK AND CITIGROUP AND OTHER MARKS USED HEREIN ARE TRADEMARKS AND/OR SERVICE MARKS OF CITIGROUP OR ITS AFFILIATES AND ARE USED AND REGISTERED THROUGHOUT THE WORLD. THE BLUE WAVE DESIGN IS TRADE DRESS OF CITIGROUP AND IS USED THROUGHOUT THE WORLD. CITIBANK, CITIGROUP AND THEIR AFFILIATES ALSO CLAIM RIGHTS IN CERTAIN OTHER TRADEMARKS AND SERVICE MARKS CONTAINED IN THESE WEB PAGES.

USE OF CITI MERCHANT PORTAL

YOU WILL BE ABLE TO USE THE MERCHANT PORTAL AFTER WE PROVIDE ACCESS. WE WILL PROVIDE ACCESS BY SENDING YOU AN E-INVITE TO YOUR EMAIL ADDRESS TO REGISTER VIA CITI MERCHANT PORTAL AND WE MAY PROVIDE RELEVANT LOG-IN DETAILS OR CREDENTIALS IN OUR DISCRETION. WE MAY ALLOW YOU TO CREATE AN ONLINE MERCHANT USER ACCOUNT FOR WHICH YOU MAY ADD AUTHORISED MERCHANT USERS.

YOU REPRESENT AND WARRANT TO US THAT THE INFORMATION YOU OR YOUR AUTHORISED MERCHANT USERS PROVIDE US VIA OR IN CONNECTION WITH YOUR USE OF THE MERCHANT PORTAL IS TRUE AND CORRECT AND THAT YOU (OR YOUR AUTHORISED MERCHANT USER) HAVE THE NECESSARY APPROVALS, PERMISSIONS OR AUTHORISATION (INCLUDING ANY THIRD PARTY AUTHORISATIONS) REQUIRED TO PROVIDE/DISPLAY/USE/SHARE SUCH INFORMATION WITH US VIA OR IN CONNECTION WITH THE MERCHANT PORTAL. YOU UNDERSTAND THAT SUCH INFORMATION OR CONTENT CREATED OR DISPLAYED VIA THE MERCHANT PORTAL CAN BE VIEWED BY USERS OF THE MERCHANT POTAL. BY USING THE CITI MERCHANT PORTAL, YOU HEREBY AGREE THAT ALL INFORMATION THAT YOU THE MERCHANT, OR YOUR AUTHORISED MERCHANT USER, WILL PROVIDE / HAVE PROVIDED ARE THE LATEST AND MOST UP TO DATE INCLUDING INFORMATION ABOUT YOUR COMPANY/ENTITY, STORE LOCATIONS AND CONTACT DETAILS. YOU SHALL ALSO BE RESPONSIBLE TO MAINTAIN THE ACCURACY OF

THE PROMOTION/OFFER MECHANICS INCLUDING BUT NOT LIMITED TO THE OFFERING, ELIGIBILITY, CAMPAIGN PERIOD, FULFILLMENT AND TERMS & CONDITIONS.

CONFIDENTIAL INFORMATION AND LOGIN CREDENTIALS

OUR COMMUNICATIONS TO YOU ON THE MERCHANT PORTAL AND THE MERCHANT PORTAL ITSELF MAY CONTAIN CITIGROUP OR CITIBANK OR CITI CONFIDENTIAL INFORMATION. YOU WILL TREAT ALL CITIGROUP OR CITIBANK OR CITI CONFIDENTIAL INFORMATION AS STRICTLY CONFIDENTIAL AND USE THE SAME DEGREE OF CARE TO PREVENT DISCLOSURE OF CITIGROUP'S OR CITIBANK'S OR CITI'S CONFIDENTIAL INFORMATION AS YOU WOULD USE WITH RESPECT TO YOUR OWN MOST CONFIDENTIAL AND PROPRIETARY INFORMATION.

YOU AND YOUR AUTHORIZED MERCHANT USER(S) WILL NOT SHARE ANY LOGIN DETAILS OR CREDENTIALS AND WILL REASONABLY AND APPROPRIATELY RESTRICT ACCESS TO THE MERCHANT PORTAL. YOU ARE RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY AND SECURITY OF ALL LOGIN DETAILS OR CREDENTIALS PROVIDED TO YOU AND YOU WILL IMMEDIATELY NOTIFY US OF ANY RELATED BREACH OR DISCLOSURE. IF ANY MERCHANT USER WHO HAS BEEN PREVIOUSLY AUTHORIZED BY YOU AND HAS ACCORDINGLY BEEN PROVIDED WITH RELEVANT LOG-IN DETAILS OR CREDENTIALS BY US TO ACCESS OR USE THE MERCHANT PORTAL, CEASES TO BE AUTHORIZED BY YOU, YOU MUST IMMEDIATELY NOTIFY US AND ENSURE THAT WE ACKNOWLEDGE RECEIPT OF SUCH NOTIFICATION AND REMOVAL OF SUCH AUTHORIZED MERCHANT USER. YOU ACKNOWLEDGE THAT SAVE FOR SUCH NOTIFICATION BY YOU, CITIBANK WILL NOT KNOW THAT SUCH MERCHANT USER(S) HAS CEASED TO BE AUTHORIZED AND THEREFORE WILL CONTINUE TO ALLOW SUCH MERCHANT USER(S) TO ACCESS AND USE THE MERCHANT PORTAL WITH THE LOG-IN DETAILS OR CREDENTIALS PREVIOUSLY PROVIDED (INCLUDING ACCESS TO ANY INFORMATION RELATING TO THE MERCHANT AND THE AGREEMENT THAT IS IN THE MERCHANT PORTAL) AND IN SUCH AN EVENT CITIBANK WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED IN CONNECTION THEREWITH. YOU MAY NOT SELL, TRANSFER, SUBLICENSE, OR OTHERWISE DISCLOSE YOUR LOGIN DETAILS OR CREDENTIALS FOR ANY OTHER PURPOSE THAN AS AUTHORIZED UNDER THESE TERMS AND CONDITIONS. YOU ARE RESPONSIBLE FOR MAINTAINING UP-TO-DATE AND ACCURATE INFORMATION (INCLUDING A CURRENT E-MAIL ADDRESS AND OTHER REQUIRED CONTACT INFORMATION). AS A CONDITION TO REGISTER AND RECEIVE LOGIN DETAILS OR CREDENTIALS, WE MAY REQUIRE YOU TO SUBMIT CERTAIN INFORMATION TO AUTHENTICATE YOUR IDENTITY.

RESTRICTED ACTIVITIES

IN CONNECTION WITH YOUR PARTICIPATION IN THE MERCHANT PORTAL, YOU WILL NOT (AND WILL NOT ALLOW ANYONE ELSE TO) DO ANY OF THE FOLLOWING:

- GAIN UNAUTHORIZED ACCESS OR USE TO, OR OTHERWISE DAMAGE, IMPEDE, OR DISRUPT OUR SERVICES OR SYSTEMS, INCLUDING THROUGH FRAUDULENT OR DISRUPTIVE MEANS;
- ENGAGE IN FRAUDULENT OR ILLEGAL CONDUCT OF ANY KIND;
- ACCESS OR USE THE MERCHANT PORTAL FOR THE BENEFIT OF OUR COMPETITORS, OR TO COMPETE WITH US;
- TRANSMIT ANY VIRUSES, WORMS, DEFECTS, TROJAN HORSES, MALWARE OR ANY PROGRAMMING OF A DESTRUCTIVE NATURE;
- COLLECT PERSONAL INFORMATION OF ANY CITIBANK USER;
- USE ROBOTS, SPIDERS, CRAWLERS, SCRAPING OR OTHER SIMILAR TECHNOLOGY TO ACCESS OR USE CITIGROUP OR CITIBANK CONTENT OR ANY CITIGROUP OR CITIBANK OR CITI SITES OR SERVICES TO OBTAIN ANY INFORMATION BEYOND WHAT CITIBANK PROVIDES TO YOU;

- USE ANY INFORMATION WE PROVIDE TO DISPUTE OR CONTEST THE VALIDITY OF CITIGROUP'S OR CITIBANK'S OR CITI'S INTELLECTUAL PROPERTY RIGHTS.

MODIFICATIONS AND TERMINATION

WE MAY ADD OR CHANGE FEATURES, AND FUNCTIONALITY TO THE MERCHANT PORTAL AT ANY TIME. WE MAY DISCONTINUE, MODIFY, OR CHANGE THE MERCHANT PORTAL AT ANY TIME AND MAY NOT TELL YOU IN ADVANCE. WE WILL HAVE NO LIABILITY OR OBLIGATION TO YOU FOR ANY MODIFICATIONS OR CHANGES WE MAKE TO THE MERCHANT PORTAL OR OUR SERVICES OR SYSTEMS.

WE MAY, IN OUR SOLE DISCRETION, DISCONTINUE USE OR FUNCTIONALITY OF THE MERCHANT PORTAL, DECLINE OR WITHDRAW CERTIFICATION AT ANY TIME. WE WILL ATTEMPT TO PROVIDE NOTICE WHERE POSSIBLE OF ANY SUCH ACTION, BUT RESERVE THE RIGHT TO DO SO WITHOUT PRIOR NOTICE. THE DISCONTINUANCE OF THE MERCHANT PORTAL WILL NOT AFFECT ANY AGREEMENT ENTERED INTO BETWEEN PARTIES, WHICH SHALL CONTINUE TO APPLY.

ELECTRONIC SIGNATURES—BINDING

THESE TERMS AND CONDITIONS AND ANY DOCUMENTS MADE AVAILABLE VIA THE MERCHANT PORTAL, MAY BE ACCEPTED IN ELECTRONIC FORM (E.G., BY AN ELECTRONIC OR OTHER MEANS OF DEMONSTRATING ASSENT INCLUDING BY CLICKING ON "I AGREE") AND YOUR ACCEPTANCE IS BINDING BETWEEN YOU AND US. IN ADDITION, YOU, THE MERCHANT, HEREBY AGREES THAT E-SIGNATURES PROVIDED ON THIS CITI MERCHANT PORTAL OR TO ANY AGREEMENT ON THIS MERCHANT PORTAL, BELONGS TO AN AUTHORISED MERCHANT USER WHO SHALL BE A PERSON DULY AUTHORISED BY YOUR COMPANY TO AGREE TO THE CONTENTS, AND TERMS AND CONDITIONS SET OUT HEREIN AND IN THE AGREEMENT. NEITHER YOU NOR CITIGROUP NOR CITIBANK NOR CITI WILL CONTEST THE VALIDITY OR ENFORCEABILITY OF THESE TERMS AND CONDITIONS AND ANY RELATED DOCUMENTS BECAUSE THEY WERE ACCEPTED OR SIGNED IN ELECTRONIC FORM. ELECTRONICALLY MAINTAINED RECORDS PRODUCED IN HARD COPY FORM CONSTITUTE BUSINESS RECORDS AND HAVE THE SAME VALIDITY AS ANY OTHER GENERALLY RECOGNIZED BUSINESS RECORDS.

USE OF INFORMATION AND MATERIALS

THE INFORMATION AND MATERIALS CONTAINED IN THE MERCHANT PORTAL AND THESE PAGES AND THE TERMS, CONDITIONS AND DESCRIPTIONS THAT APPEAR, ARE SUBJECT TO CHANGE. UNAUTHORIZED USE OF CITIBANK'S, CITI'S OR CITIGROUP'S WEB SITES AND SYSTEMS INCLUDING BUT NOT LIMITED TO UNAUTHORIZED ENTRY INTO CITIBANK'S, CITI'S OR CITIGROUP'S SYSTEMS, MISUSE OF PASSWORDS, OR MISUSE OF ANY INFORMATION POSTED ON A SITE IS STRICTLY PROHIBITED. NOT ALL PRODUCTS AND SERVICES ARE AVAILABLE IN ALL GEOGRAPHIC AREAS. YOUR ELIGIBILITY FOR PARTICULAR PRODUCTS AND SERVICES IS SUBJECT TO FINAL DETERMINATION BY CITIGROUP AND/OR ITS AFFILIATES. YOUR USE OF ANY INFORMATION WHICH IS PROPRIETARY TO CITIBANK, CITI, CITIGROUP OR A THIRD-PARTY INFORMATION PROVIDER SHALL ONLY BE USED ON INDIVIDUAL DESKTOP/COMPUTING DEVICES WITHOUT ANY RIGHT TO REDISTRIBUTE, UPLOAD, EXPORT, COPY OR OTHERWISE TRANSFER THE INFORMATION TO ANY CENTRALIZED INTERDEPARTMENTAL OR SHARED DEVICE, DIRECTORY, DATABASE OR OTHER REPOSITORY NOR TO OTHERWISE MAKE IT AVAILABLE TO ANY OTHER ENTITY/PERSON/THIRD PARTY, WITHOUT THE PRIOR WRITTEN CONSENT OF CITIBANK, CITI AND/OR CITIGROUP.

LINKS

THIS PORTAL / SITE MAY CONTAIN LINKS TO WEB SITES CONTROLLED OR OFFERED BY THIRD PARTIES (NON-AFFILIATES OF CITIGROUP). CITIBANK, CITI, CITIGROUP AND ITS AFFILIATES HEREBY DISCLAIM LIABILITY FOR, ANY INFORMATION, MATERIALS, PRODUCTS OR SERVICES POSTED OR OFFERED AT ANY OF THE THIRD PARTY SITES LINKED TO THIS WEB SITE. BY CREATING A LINK TO A THIRD PARTY WEB SITE, CITIBANK, CITI, CITIGROUP AND ITS AFFILIATES DO NOT ENDORSE OR RECOMMEND ANY PRODUCTS OR SERVICES OFFERED OR INFORMATION

CONTAINED AT THAT WEB SITE, NOR IS CITIGROUP, ITS SUBSIDIARIES OR ITS AFFILIATE LIABLE FOR ANY FAILURE OF PRODUCTS OR SERVICES OFFERED OR ADVERTISED AT THOSE SITES. SUCH THIRD PARTY MAY HAVE A PRIVACY POLICY DIFFERENT FROM THAT OF CITIBANK, CITI, CITIGROUP AND THE THIRD PARTY WEBSITE MAY PROVIDE LESS SECURITY THAN THE CITIBANK, CITI OR CITIGROUP SITE(S).

NO WARRANTY

THE MERCHANT PORTAL AND CONTENT PROVIDED THROUGH THE SAME AND INFORMATION AND MATERIALS CONTAINED IN THIS PORTAL, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS ARE PROVIDED "AS IS", "AS AVAILABLE". WE DO NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THE AFOREMENTIONED INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN SUCH INFORMATION AND MATERIALS. WE DO NOT PROVIDE ANY WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY AND FREEDOM FROM COMPUTER VIRUS, ERROR, INTERRUPTION, SPYWARE, MALWARE, ADWARE, WORMS OR OTHER MALICIOUS CODE, IN CONJUNCTION WITH THE INFORMATION AND MATERIALS OR THIS PORTAL.

LIMITATION OF LIABILITY

IN NO EVENT WILL CITIBANK, CITI, CITIGROUP OR ITS EMPLOYEES, REPRESENTATIVES AND AFFILIATES BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THIS PORTAL OR ANY LINKED SITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF CITIBANK, CITI, CITIGROUP OR ITS AFFILIATES, OR REPRESENTATIVES THEREOF, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

SUBMISSIONS

ALL INFORMATION SUBMITTED TO CITIBANK, CITI, CITIGROUP OR ITS AFFILIATES VIA THIS PORTAL / SITE SHALL BE DEEMED AND REMAIN THE PROPERTY OF CITIBANK, CITI, CITIGROUP OR ITS AFFILIATES WHO SHALL BE FREE TO USE, FOR ANY PURPOSE, ANY IDEA, CONCEPTS, KNOW-HOW OR TECHNIQUES CONTAINED IN INFORMATION A VISITOR TO THIS PORTAL / SITE PROVIDES CITIBANK, CITI, CITIGROUP OR ITS AFFILIATES THROUGH THIS SITE. CITIBANK, CITI, CITIGROUP OR ITS AFFILIATES SHALL NOT BE SUBJECT TO ANY OBLIGATIONS OF CONFIDENTIALITY REGARDING SUBMITTED INFORMATION EXCEPT AS AGREED BY THE CITI ENTITY UNDER THE RELEVANT DIRECT MERCHANT AGREEMENT OR AS OTHERWISE SPECIFICALLY AGREED OR REQUIRED BY LAW.

AVAILABILITY

THIS PORTAL / SITE IS NOT INTENDED FOR DISTRIBUTION TO, OR USE BY, ANY PERSON OR ENTITY IN ANY JURISDICTION OR COUNTRY WHERE SUCH DISTRIBUTION OR USE WOULD BE CONTRARY TO LOCAL LAW OR REGULATION. BY OFFERING THIS PORTAL / SITE AND INFORMATION, OR ANY PRODUCTS OR SERVICES VIA THIS PORTAL / SITE, NO DISTRIBUTION OR SOLICITATION IS MADE BY CITIBANK, CITI OR CITIGROUP OR ITS AFFILIATES TO ANY PERSON TO USE THIS PORTAL / SITE, OR SUCH INFORMATION, PRODUCTS OR SERVICES IN JURISDICTIONS WHERE THE PROVISION OF THIS PORTAL/SITE AND SUCH INFORMATION, PRODUCTS AND SERVICES IS PROHIBITED BY LAW.

ADDITIONAL TERMS

CERTAIN SECTIONS OR PAGES ON THIS PORTAL/ SITE MAY CONTAIN SEPARATE TERMS AND CONDITIONS, WHICH ARE IN ADDITION TO THESE TERMS AND CONDITIONS. IN THE EVENT OF A CONFLICT, THE ADDITIONAL TERMS AND CONDITIONS WILL GOVERN FOR THOSE SECTIONS OR PAGES.

YOUR BREACH OF THIS AGREEMENT INCLUDING IN RELATION TO YOUR USE OF THE CITIGROUP OR CITIBANK OR CITI CONTENT HEREIN MAY RESULT IN IRREPARABLE HARM AND PERMANENT INJURY TO US FOR WHICH MONETARY DAMAGES WOULD BE AN INADEQUATE REMEDY. IN SUCH CIRCUMSTANCES, WE WILL BE ENTITLED TO SEEK AND OBTAIN, WITHOUT THE POSTING OF A BOND, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO US, AT LAW OR IN EQUITY, IMMEDIATE INJUNCTIVE RELIEF TO PREVENT OR STOP ANY BREACH OF THOSE PROVISIONS.

GOVERNING LAW AND JURISDICTION

THESE TERMS AND CONDITIONS ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE REPUBLIC OF SINGAPORE. YOU IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE REPUBLIC OF SINGAPORE.