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2019

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IN ADDITION TO THE FOREGOING, THIRD PARTY CONTENT SUPPLIERS (INCLUDING SECURITIES MARKETS, AS HEREINAFTER DEFINED) MAY SPECIFY OTHER TERMS OR LIMITATIONS APPLICABLE TO YOUR USE OF THEIR DATA (INCLUDING THIRD PARTY CONTENT PROVIDER POLICIES (THE "POLICIES") AND YOU SHALL COMPLY WITH SUCH POLICIES. A THIRD PARTY CONTENT PROVIDER MAY AMEND THE POLICIES, WITHOUT NOTICE, FROM TIME TO TIME. A THIRD PARTY CONTENT PROVIDER MAY, IN ITS DISCRETION, (X) DIRECT US TO TERMINATE YOUR RECEIPT OF ITS CONTENT FOR ANY OR NO REASON WITH OR WITHOUT NOTICE; AND (Y) REQUIRE YOU TO ENTER INTO AN AGREEMENT WITH IT DIRECTLY AS A CONDITION OF YOUR RECEIPT OF ITS DATA. THE TERMINATION OF A LICENSE AGREEMENT ALLOWING US TO PROVIDE ANY THIRD PARTY CONTENT OR YOUR RIGHTS TO USE THE THIRD PARTY CONTENT MAY ADVERSELY AFFECT THE SERVICES, AND IN SUCH EVENT ANY OBLIGATION TO PROVIDE SUCH THIRD PARTY CONTENT SHALL BE TERMINATED.

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OR OTHERWISE OBJECT TO MARKETING) AND TO OPERATE, EVALUATE AND IMPROVE THE SECURITY AND ACCURACY OF CITI PRIVATE BANK IN VIEW.

FOR MORE INFORMATION EXPLAINING HOW WE COLLECT AND USE YOUR PERSONAL INFORMATION, PLEASE SEE OUR [CITI PRIVATE BANK IN VIEW PRIVACY STATEMENT](#). IN ADDITION, IF YOU HAVE AN ACCOUNT WITH ANY OF OUR BOOKING VEHICLES IN THE EUROPEAN ECONOMIC AREA, SWITZERLAND OR JERSEY OR ARE LOCATED IN THE EUROPEAN ECONOMIC AREA, SWITZERLAND OR JERSEY, OUR [CITI PRIVATE BANK EMEA PRIVACY STATEMENT](#) ALSO SETS OUT MORE INFORMATION IN RELATION TO HOW WE COLLECT AND USE YOUR PERSONAL INFORMATION.

IF YOU DO NOT WANT YOUR INFORMATION COLLECTED AND USED AS DESCRIBED ABOVE AND IN THE CITI PRIVATE BANK IN VIEW PRIVACY STATEMENT, DO NOT USE CITI PRIVATE BANK IN VIEW.

Citi Private Bank In View may be accessed on an iPad 2, iPhone 4 or later iPad or iPhone device, or a mobile device operating on the Android™ operating system (each an “Eligible Device”) through a compatible mobile software application (the “Mobile App Service”) and through one or more dedicated web sites provided via the Internet through an unaffiliated Internet service provider (the “Web Service”; the Mobile App Service and the Web Service together referred to herein as the “Service”). The list of Eligible Devices compatible with the Mobile App Service is subject to change without notice. The Service is offered by Citigroup Inc. and/or any of its affiliates, subsidiaries or branches wherever located, through its Citi Private Bank business providing clients products and services available through bank and non-bank affiliates of Citigroup Inc. (“Citi” and also referred to herein as “us”, “our” or “we”). These Terms of Use will apply to any person who accesses or uses any feature of the Service (referred to herein as “you” or “your”).

The terms and conditions relevant to your account(s) or relationship with us will continue to apply and these Terms of Use are not intended to replace or modify any other terms and conditions you have with us.

The extent of the Service available to prospective clients will be limited and many of the provisions in these Terms of Use will only apply to clients. For the purposes of these Terms of Use, “prospective clients” means a person who has expressed an interest in proceeding to open an account with a Citi Private Bank booking center, but in relation to whom, an account has not yet been opened.

1. Description of the Service. The Service is available to clients and prospective clients of Citi with a user name and/or login ID that provides access to the Service. You can enroll to obtain access to, where relevant, Citi account information, product and service information, publications, research, statements, reports, document repository and account maintenance and servicing tools that may include, but not limited to:

- Information about banking, investment and related products and services available to Citi clients through Citi, which may be tailored to address your financial objectives and to reflect your interests based on, among other things, information provided by you.
- Personalized investment information and investment advice, including recommendations regarding specific securities and investment vehicles such as mutual funds that are, in our opinion, consistent with your investment objectives, based on, among other things, information provided by you.

- Electronic access to securities quotations, news stories, research commentaries and other information provided by Citi or third parties.
- Electronic access to your periodic statements and account status, including information about all or some of your Citi accounts, sub-accounts and portfolios, account holdings, market values, securities positions and cash balances, and information about settled and pending transactions for your account.
- Upload, store and receive documents, data, text, reports, images or other material relating to your Citi relationship or your prospective Citi relationship.
- The ability to communicate with us in a secure manner via the Service.

While there is currently no access fee charged for using the Service, we reserve the right to charge a user fee in the future and we will provide you with prior notice of any fees payable for using the Service. Regular account charges may apply to services and features that are accessible through the Service. Your Internet service provider and/or telecommunications service provider may impose additional service and/or access fees.

2. Additional Services. If you have an account with us, we may offer additional products and services via the Service from time to time that are governed by different or additional terms and conditions. Such products and services are subject to any disclosures or disclaimers found therein. You may receive notice of such additional offerings when you access the Service. You may be asked to agree to or accept the terms and conditions of additional products and services offered via the Service by providing your electronic signature (e.g. by clicking on an “I agree,” “I consent” or other similarly worded button or entry field with your mouse, keystroke or other computer device). You agree to be bound by any consent, affirmation or agreement you transmit from time to time via the Service or other applicable portal acceptable to us by providing your electronic signature, and that such agreement, affirmation or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

3. No Offer, Solicitation or Investment Advice. Information available through the Service is for informational purposes only, is not intended to provide advice or recommendations and does not constitute an offer to sell or a solicitation of an offer to buy any product or service which may be described or referenced via the Service, except where an offer is explicitly made through the availability of a prospectus or other offering document via the Service. Such offers can only be made where lawful under applicable law. Investments described or referenced via the Service may not be available to and/or suitable for all investors and do not take into account of any financial circumstances, investment objectives, risk tolerance or other factors specific to your situation. You must determine if investments are suitable for you. If you wish to learn more about any product or service described or referenced via the Service, you should contact your Citi representative. We have not assessed whether any particular product is suitable for you, which means that you do not have the protection you would otherwise have had we done so.

MOST INVESTMENT PRODUCTS HAVE RISKS. You acknowledge and understand that investment products described or referenced via the Service and purchased or sold through Citi:

- are investment products, are not government insured, have no bank guarantee and may lose value.

- **are not a deposit or other obligation of Citi, Citibank, N.A. or any other depository institution and are not guaranteed by Citi, Citibank, N.A. or any other depository institution.**
- **are subject to investment risks, including the possible loss of the principal amount invested.**

4. Special Provisions for Trust and PIC Accounts. With respect to any account information available via the Service that is related to an account held in the name of a Private Investment Company (PIC), Trust, Foundation or other entity that is managed by a Citi affiliate (including Cititrust), then each individual settlor of the Trust or beneficial owner of the account holder by clicking the “Accept” button you also:

- Authorize delivery to you, via the Service, of information about each such account;
- Authorize the relevant corporate and trust director(s) and officer(s) to direct the relevant Citi affiliates, wherever located, to provide information to you about such accounts, including account summaries and statements, via the Service, on the terms and conditions set forth in these Terms of Use;
- Authorize the relevant corporate and trust director(s) and officer(s) to disclose your beneficial interest in such PICs, Trusts, Foundation or other entities administered by a Citi affiliate (incl. Cititrust) and in such accounts to the relevant Citi affiliate(s); and
- Acknowledge that since information about the accounts and your beneficial interest in them and the PICs, Trusts, Foundation or other entities administered by a Citi affiliate (including Cititrust) that hold such accounts may reside on a server outside the country where such accounts are located. Third parties, including official bodies, authorities and private persons, may therefore be able to compel Citi to disclose your beneficial interest or other information therein, and expressly accept the consequences that may result from such linkage and disclosure.

5. Third Party Users. You can grant access to your account information available via the Service to one or more of the individuals to whom you have granted conventional access to such information (i.e. persons you have authorized to receive paper copies of your account information). Individuals designated as a third party by the account owner through either a Third Party User Agreement or other applicable enrollment form(s) or methods acceptable to Citi are referred to in these Terms of Use as “Third Party Users”. Please contact your Citi representative if you wish to grant access to a Third Party User or update the list of Third Party Users authorized to access your account information via the Service. As explained below in the Terms Governing Your User Name and Identity Authentication, your User Information is your private entry key into the Service. You should never share it with anyone, including any Third Party Users. Identifier requirements and procedures for changing your User Information from time to time will be provided via the Service.

6. Terms Governing Your User Name and Identity Authentication. We will provide you with a user name and a secure means of authenticating your identity, which may be a password, software token, digital certificate, “smart card” and/or other identifier (your user name, together with your other identity authentication information, is referred to your “User Information”), to help protect the security of your account data and any documents or other information you may share with us via the Service, which you agree to safeguard. We will provide separate User Information (“Third Party User Information”) for each Third Party User to whom you have granted access to your accounts. Your User Information is your private entry key into the Service. You undertake to keep the User Information secure and confidential and should never share it with anyone, including any Third Party

Users. Identifier requirements and procedures for changing your User Information from time to time will be provided via the Service. You will be responsible for all losses if you have acted fraudulently. To the extent permitted by applicable law and regulation, we will not be responsible for any breach of security caused by your negligence, which may include your failure to maintain or properly safeguard the confidentiality of your User Information or any Third Party User Information. We reserve the right to change your User Information at any time by giving notice to you. You agree to notify us immediately by contacting your Citi representative or using the contact information contained in the Service in the event of the loss or theft of any or all of your User Information or any Third Party User Information, or if you believe the confidentiality of all or any of your User Information or any Third Party User Information has been compromised in any way, or if you learn about a possible or actual unauthorized use of the Services. If you or any Third Party User fails to do so, you shall be liable for any unauthorized transactions made.

7. Cross-Border Data Transfer. We currently intend to provide the Service to you through facilities located either in the country where your account is located or outside such country. If you do not have an account with us, you understand that we may provide the Service to you through facilities located in any country/location in which we have a booking center (including the United States, the United Kingdom, Mexico, Brazil, the UK, Switzerland, Jersey, Singapore, India and Hong Kong) or outside such country. In addition, in order to create and maintain a user, customer or investor profile for you, to perform the Services available to you under these Terms of Use and manage transactions and funds transfers, if applicable, we may use system applications and internal processes that collect, access, send, store and disclose across Citi Private Bank entities, or otherwise use and process (“Process”) information (including personal data) about you, your accounts, any payers and payees and their account information and other personal data, and your existing or prospective relationship with us (together, “Your Personal Information”) to, from or through Citi or service providers (including the branches and affiliates with which you maintain an account relationship) and unaffiliated third parties (subject to confidentiality and data protection undertakings to ensure we provide you consistently high standards). These facilities may be hosted and managed outside of the country from where your account relationship is serviced or maintained and/or outside the country where you are located and Your Personal Information may be temporarily or permanently processed in those locations. Depending on the Services you agreed with us, such information may be subject to supervision and access by the regulatory authorities in each jurisdiction where services are performed or information resides (“Cross-Border Access”). In any case where your data is transferred from Switzerland, Jersey or the European Economic Area to a country outside Switzerland, Jersey or the European Economic Area, we will procure that Cross Border Access is only made under a valid data transfer mechanism set out in the General Data Protection Regulation (EU) 2016/679 (“GDPR”), the Swiss Federal Act on Data Protection of 19 June 1992 (as amended) (“DPA”) or any other applicable law or regulation, such as under a valid data transfer agreement based on standard contract clauses.

By agreeing to these terms of use, you authorize and consent to such Cross-Border Access. In addition, to the extent permitted by applicable law, you release us from any duty we might otherwise have to observe the bank secrecy or data privacy laws of any relevant jurisdiction, and you authorize us to Process Your Personal Information via the Internet, from inside and outside the country where you maintain your account relationship with us and from inside and outside the country where your accounts with us are booked and/or serviced and, where you do not have an account with us from inside or outside the countries where we have a booking center. You also hereby authorize us to disclose to other Citi affiliates Your Personal Information (including, in the case of accounts held in the name of a Private Investment Company, Trust, Foundation or other entity, information about the

beneficial owner(s), directors, officers, donors or beneficiaries thereof), your accounts and your relationship with us as may be required from time to time to provide the Service to you. You expressly acknowledge and agree that in doing so Your Personal Information will be subject to Cross-Border Access.

You also acknowledge that the information available to you via the Service, including Your Personal Information, can become subject to the legal systems and laws in force in each state or country (a) where it is held, received or stored by you or us, (b) from where it is accessed by you or us, or (c) through which it passes. You understand that Your Personal Information can become subject to disclosure pursuant to the laws of those states or countries and you acknowledge and accept the consequences that may result from such disclosure. In addition, because your account(s) or information provided by you may include information about more than one individual (e.g., where you maintain a joint account) or third parties (including authorized signers appointed by you and, in the case of accounts held in the name of a private investment company, trust or other entity, information about the beneficial owner(s), directors, officers, donors or beneficiaries thereof), and about your business relations with Citi, you acknowledge and accept that statements released to comply with legal process may contain information regarding your relationship with these individuals and with us. You represent and warrant that you have obtained the agreement and consent of all relevant persons, including without limitation your joint account holders, authorized signers, beneficial owners, directors, officers, donors or beneficiaries to any disclosure of information relating to them under and pursuant to this section.

Any consent obtained in this clause 7 is not relied upon by Citi or any affiliate of Citi as a legal basis for processing personal data under the GDPR or DPA and any laws or regulations implementing or made pursuant to such regulation. Citi or any affiliate of Citi may, however, still rely on the consent for compliance with other laws or regulations. Where GDPR applies, we will provide you with the Citi Private Bank EMEA Privacy Statement which contains further information about how we use your personal data and other data protection related matters. If we provide you with the Citi Private Bank EMEA Privacy Statement and you provide us with personal data relating to another individual, you agree that you will provide such individuals with the Citi Private Bank EMEA Privacy Statement or notify such individuals where they can access the Citi Private Bank EMEA Privacy Statement. If your account is held in or transferred by you to London or Jersey, you agree that both Banking and Investment Service Terms and Citi Private Bank EMEA Privacy Statement (both as amended from time to time) shall also apply to the Service.

If your account is held in or transferred by you to Switzerland, you expressly instruct Citibank (Switzerland) AG and Citibank N.A. Swiss branches to release information about you, your accounts and your relationship with them to Citi as may be necessary to enable the Service to access such information.

If your account is held in or transferred by you to Singapore or Hong Kong, you agree that the “Disclosure of Customer Information” section of the Terms and Conditions For Banking, Custodian, Investment And Credit Services (as amended from time to time) shall also apply to the Service.

8. Consent to Electronic Delivery of Notices, Disclosures, etc. You consent to electronic delivery of all future notices, disclosures and regulatory information, including those covered by laws which require delivery to be “in writing”, “in a durable medium” or similar. Such notices and disclosures include notices regarding these Terms of Use, your use of the Service, and your existing or prospective relationship with us. Such disclosures may also include prospectuses, private placement memoranda, offering statements and other disclosure documents that describe specific products,

services or offerings. Notices, disclosures, information and other documents may be delivered in electronic form in “portable document format” (.pdf) or HTML format.

Electronic notices and disclosures, as well as account statements, transaction advices and confirmations and other Citi correspondence may be delivered to you by making them available via the Service, or by sending you an external email at the email address you have provided to us. Such notice may also be sent to you by facsimile or to a postal address based on your contact information in our files or by external email at the email address you have provided to us.

All such electronic notices will be effective when a notification is made available to you via the Service, sent to you via the secure way of communication (e.g., secure email) within the Service or sent to you by sending you an external email at the email address you have provided to us, and you hereby waive all claims resulting from failure to receive communications because of your failure to access the Service or changes in your email address. If an electronic communication to you is returned to us undelivered, we will attempt redelivery, at our option, either electronically to a different email address, by facsimile or to a postal address based on your contact information in our files. Redelivered notices shall be effective when sent to a second email address, upon delivery or when delivery is refused if sent to a postal address or upon receipt of confirmation of delivery by facsimile.

You may request a paper copy, at no charge, of any notice, disclosure or other information delivered to you electronically at any time by contacting your Citi representative. You may also withdraw your consent to electronic delivery of such notices and information at any time by contacting your Citi representative. We may, however, terminate your use of the Service if you do not consent to receive notices and information electronically.

You may be asked, from time to time, to demonstrate that you can access the disclosures and regulatory materials available via the Service by clicking on an “I agree,” “I consent” or other similarly worded button or entry field with your mouse, keystroke or other computer device. If you do not so demonstrate your ability to access the disclosures and regulatory materials available via the Service, we may terminate your use of the Service. We will notify you of any changes in such hardware or software requirements, whereupon you may be asked to demonstrate that you can access the information in the changed form in which it will be sent.

9. Required Hardware and Software. In order to access the Service and in order to receive, view, access, retain and print a copy of these Terms of Use and to receive, view, access, retain and print notices and other information delivered to you electronically, you must have available Internet access and a computer or Eligible Device equipped, at a minimum, with an SSL-capable, 128-bit, JavaScript and Java-enabled browser with Microsoft Windows® XP Service Pack 3 (SP3) (or a later version of Microsoft Windows® software), Macintosh OS X or HTML5 compatible browser and Acrobat® Reader and either a printer, drive or other storage device. To access the Mobile App Service your Eligible Device must have iOS6 (or a later version of the iOS operating system). You agree to be solely responsible for the installation, operation and maintenance of the necessary equipment and software, and to use the level of encryption security required by us from time to time.

Poorly configured or inadequately maintained equipment may represent a significant risk to the Service and your account. You may elect to restrict the telecommunications and network systems, and types of Eligible Devices, which may be used to access the Service, including by requiring the Eligible Device to have certain characteristics (including, without limitation, (i) by requiring certain operating systems or particular versions thereof or by requiring particular software to be installed, or (ii) by limiting access where an Eligible Device is detected to have been jailbroken, rooted or

otherwise tampered with) or prohibiting access where the Service is accessed through certain telecommunication or network systems (including, without limitation, where there is any attempt to obtain access to the Service through any software for enabling anonymous communication).

10. Third Party Sites. If you use links included in the Service to gain access to a World Wide Web site or Internet location or source of information of any company, organization or person other than Citi (collectively, "Third Party Site"), you acknowledge that such other sites or locations are not under Citi's control and agree that Citi will not be responsible for any information or other links found at any such Third Party Site, or for your use of such information. The Service provides such links only as a convenience to you, you may be required to enroll or otherwise subscribe to a Third Party Site in order to gain access to it, and Citi have not tested any software or verified any information found at such sites, including the content of any prospectus or sales literature contained on such sites (except with respect to a prospectus or sales literature prepared by Citi). The fact that the Service has provided a link to a Third Party Site does not signify an endorsement of the site or its contents by Citi or constitute a recommendation by Citi of any security or investment referenced on the site. A Third Party Site may have terms of use and a privacy policy different from that of the Service or Citi, as applicable, and may provide less security. The terms of use, security and privacy policy of the Third Party Site will apply.

11. Third Party Content. The Service may contain information obtained from third parties (including Securities Markets, as hereinafter defined), including securities and other quotations, news stories, research commentaries and ratings from credit rating agencies such as Standard & Poor's. Reproduction and distribution of third party content in any form is prohibited except with the prior written permission of the related third party. We have not independently verified such information and do not make any representation as to its accuracy or completeness. Third party content providers do not guarantee the accuracy, completeness, timeliness or availability of any information, including ratings, and are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, or for the results obtained from the use of such content. THIRD PARTY CONTENT PROVIDERS GIVE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THIRD PARTY CONTENT PROVIDERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, COMPENSATORY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, COSTS, EXPENSES, LEGAL FEES, OR LOSSES (INCLUDING LOST INCOME OR PROFITS AND OPPORTUNITY COSTS OR LOSSES CAUSED BY NEGLIGENCE) IN CONNECTION WITH ANY USE OF THEIR CONTENT, INCLUDING RATINGS. Credit ratings are statements of opinions and are not statements of fact or recommendations to purchase, hold or sell securities. They do not address the suitability of securities or the suitability of securities for investment purposes, and should not be relied on as investment advice. You shall supply us with such timely, complete and accurate information as we may request to comply with any obligation we may have under any agreement permitting us to provide third party content to you. You will permit third party content providers reasonable access to audit your use of content sourced from such third party providers.

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12. Data Protection and Security of Information. We have taken certain steps to provide a secure environment for your account and personal information via the Service. However, due to the nature of the Internet, you understand and agree that we cannot guarantee the confidentiality of such information. You agree and acknowledge that the communications sent to you by us or by you to us via the Internet, including information relating to, or any particulars of, your account, could be accessed, intercepted or hacked by unauthorized third parties in the course of such communications. You agree and acknowledge that we accept no liability for the security and confidentiality of data outside our own internal systems and that we are not responsible for any delays or errors in any information sent to you or us, for systems performance, or for any damage to your computer, other hardware or software as a result of any electronic communication with you. You further agree that actions taken arising from the use of the Service will not constitute a violation of any applicable secrecy or data privacy rules.

Please review the [Citi Private Bank In View Privacy Statement](#). Our Citi Private Bank In View Privacy Statement describes how we may collect, use and share information from your access or use of the Service.

13. Persistence of Viewed Data on Your Computer or Other Access Device. Internet browsers may automatically copy some kinds of viewed information to a computer's or other device's disk cache, even if you do not select "Save to Disk" or otherwise instruct the browser to download, store or record information to a hard drive or disk. Even if you do copy viewed information to a disk or hard drive, some Internet browsers will also automatically copy the information to the disk cache. To reduce the risk of unauthorized viewing of information you have viewed, therefore, you should be sure to clear the disk cache and their history after you leave the Service. This precaution is particularly important if you use a public or third party's access device or if someone else has or could have access to your access device. You should also contact us immediately if your computer or other access device is lost or stolen or if you believe that an unauthorized person has obtained access to your personal information.

14. Restricted Use; Export Controls. You agree that you will not use the Service or any services related thereto for any purposes prohibited by law and will not use or otherwise export or re-export the Service, except as authorized by United States law and the laws of the jurisdiction of your account. You are responsible for any violations of such controls, including any United States embargoes or other rules or regulations restricting exports, in the United States or under the laws of the jurisdiction in which the Service was obtained. You hereby represent and warrant (i) you are not

located in a country that is subject to a U.S. Government or United Nations embargo, or has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government, United Nations or other applicable list of prohibited or restricted parties.

If you want to use Citi Private Bank In View Services or any Services outside the country where you opened your Account you are responsible for finding out whether such use is lawful in that country, and are responsible for complying with its laws. We are not responsible for any losses that may arise if you do not comply with local laws.

We may limit availability of the Service to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

15. No Warranties or Promises. THE SERVICE IS PROVIDED “AS IS” AND WITHOUT WARRANTY. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE PERIOD OF TIME DUE TO CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF CITI INCLUDING, WITHOUT LIMITATION, ANY INACCURACY, INTERRUPTION OR DELAY IN TRANSMISSION BY THE TELECOMMUNICATIONS CARRIER USED WITH THE ELIGIBLE DEVICE OR ANY OTHER ACCESS DEVICE TO ACCESS THE (WIRELESS) WEB, OR ANY INTERRUPTION, DISRUPTION, POWER FAILURE, DATA CORRUPTION, VIRUSES, TRANSMISSION ERRORS, MAINTENANCE, COMPUTURE OR OTHER TECHNICAL FAILURE, BREAKDOWN OF TELECOMMUNICATION OR ELECTRICAL NETWORKS, MALFUNCTIONS IN COMMUNICATIONS FACILITIES OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY ANY ACT OF GOD, ACT OF GOVERNMENTAL AUTHORITY, ACT OF PUBLIC ENEMY, WAR, TERRORISM, THE OUTBREAK OR ESCALATION OF HOSTILITIES, RIOT, FIRE, FLOOD, CIVIL COMMOTION, INSURRECTION, LABOR DIFFICULTY (INCLUDING WITHOUT LIMITATION, ANY STRIKE, OTHER WORK STOPPAGE, OR SLOW-DOWN), SEVERE OR ADVERSE WEATHER CONDITIONS, POWER FAILURE, COMMUNICATIONS LINE OR OTHER TECHNICAL FAILURE OR OTHER REASONS. NEITHER CITI NOR A THIRD PARTY LICENSOR OR THIRD PARTY CONTENT PROVIDER WILL BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE ARISING FROM ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE.

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DUE TO OUR PLACING SUCH FUNDS ON HOLD OR CLOSING SUCH ACCOUNT OR AN ORDER OF COURT OR OTHER GOVERNMENT OR REGULATORY ORDER DIRECTING US TO PROHIBIT WITHDRAWALS FROM YOUR ACCOUNT OR THAT THE TRANSACTION WOULD RESULT IN YOUR ACCOUNT GOING INTO OVERDRAFT.

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19. Representations, Warranties and Agreements. You represent and warrant that these Terms of Use are your legal, valid and binding obligation, enforceable against you in accordance with its terms. Furthermore, by accessing the Service, you:

- represent on a continuing basis that you are authorized under the applicable laws and regulations to avail this Service and to view any account, subaccount or portfolio for which you have requested access;
- represent on a continuing basis that you have observed and will continue to observe all laws and regulations applicable to you and your activities in respect of your use of the Service;
- agree that we may, in providing the Service to you, rely on the financial and other information provided by you to us from time to time;
- agree that we and our agents and support services providers may download certain information to your computer or other access device;

- acknowledge and agree that the Services provided to you by any member of Citi shall be deemed to be provided in the jurisdiction within which the member offering the Service is authorized to operate;
- acknowledge and agree that we reserve the right to make the final determination on whether or not you are eligible for the Service or any portion thereof; and
- acknowledge that we reserve the right to store information on your computer in the form of a “cookie” or similar file for purposes of modifying the Service to reflect your preferences.

20. Governing Law. The same laws that govern your account relationship with Citi will govern these Terms of Use and you hereby submit to the exclusive jurisdiction of the courts of the jurisdiction specified in the terms and conditions governing your account in all matters pertaining to your use of the Service. Where you have expressed an interest in opening, or submitted a request to open, an account with Citi and provided any documentation in relation thereto, the laws governing such request will govern these Terms of Use and you hereby submit to the exclusive jurisdiction of the courts of the jurisdiction where such interest to open an account was received and/or where an account will be opened for you. In all other cases, such as where you are not subject to a relationship with Citi or any of its affiliates then (i) the laws of the State of New York, excluding its conflicts of law rules, will govern these Terms of Use, and (ii) you hereby irrevocably consent that all claims or disputes arising out of or in connection with these Terms of Use will be heard exclusively by any of the federal or state court(s) of competent jurisdiction located in the Borough of Manhattan, New York City, NY, USA.

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Service Provider(s): Citigroup Inc. and its affiliates.

Designated to Receive Notification of Claimed Infringement:

Name: Edward E. Niehoff, General Counsel, Operations & Technology

Address: Citigroup Inc.

One Court Square, 45th Fl.

Long Island City

NY 11120

United States of America

E-mail: infringementnotice@citi.com

Telephone: +1 (718) 248-2606

Fax: +1 (718) 248-2720

NOTE: ALTHOUGH NOT REQUIRED, IT IS RECOMMENDED THAT NOTIFICATIONS BE SENT BOTH BY FAX AND BY EMAIL AND THAT ANY EMAIL NOTIFICATION INCLUDE “NOTICE OF ALLEGED SERVICE PROVIDER INFRINGEMENT” IN THE SUBJECT LINE OF THE EMAIL. This contact information is provided only for the purposes stated above. We cannot respond to other inquiries, such as requests, to open or service accounts or otherwise conduct business with Citigroup Inc. or its affiliates.

Additional Terms and Conditions for the Documents Section of the Service

Before you can upload and store documents, data, text, reports, images or other material (collectively, “Documentation”) relating to your Citi relationship to the Documents section of the Service (the “Documents Section”), you must first agree to these additional terms and conditions which are intended to supplement and not replace, modify or waive any other section of these Citi Private Bank In View Terms of Use. We may update the Citi Private Bank In View Terms of Use and/or these Terms and Conditions for the Documents Section from time to time and you will need to accept and agree to the revised terms in order to continue your use of the Documents Section. If you do not agree you will no longer be able to access any Documentation stored in or otherwise use the Documents Section.

A. Purpose. The Documents Section is a free document repository for Citi clients and prospective clients intended to facilitate the sharing of Documentation with your Citi representatives and other Citi employees who may need to access or review the Documentation in connection with servicing your account relationship, or in relation to any pre-account opening requirements or in relation to any account opening interest/request made by you. The Documents Section facilitates your delivery of Documentation to Citi without the need to deliver a physical copy via mail, courier, facsimile, e-mail or other similar means and also provides for storage of such Documentation in a manner that is accessible to both you and Citi. The Documentation you may store in the Documents Section must be related to your existing or prospective relationship with Citi. You should be aware that uploading a document to the Documents Section is similar to sending a hard- or soft-copy document to Citi. This means that any Documentation you upload to the Documents Section may be backed up on other Citi systems and record retention tools such that even though you may delete a document from the Documents Section, a copy of it may be retained elsewhere by Citi in accordance with our document retention policies and requirements.

THE DOCUMENTS SECTION IS NOT A SUBSTITUTE FOR YOUR RETAINING COPIES OR ORIGINALS OF ALL DOCUMENTATION.

B. Security. Citi protects Documentation in the Documents Section by maintaining physical, technical and administrative safeguards. We train our employees in the proper handling of confidential and personal information. When we use other companies to provide services for us, we require them to put in place appropriate physical, technical and administrative safeguards to protect the information that they receive. Please note that despite our best efforts, data transmission over the Internet cannot be guaranteed to be 100% secure when you upload Documentation to the Documents Section. Passwords and login information used by you to access the Documents Section must be kept secret.

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E. Prohibited Use. You agree that you will not use the Documents Section to upload, transmit or otherwise communicate, back up or store any information, data, text, graphics, software, sound, photographs, messages or other material that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of others' privacy, hateful, racially, ethnically or otherwise objectionable; that harms minors, that infringes on patents, trademarks, copyrights or proprietary rights of others; that violates any export restrictions concerning technical or non-technical information from or to the United States or elsewhere; violates any applicable law, rule or regulation including but not limited to international laws, regulations promulgated by any applicable self-regulatory organization. Use of the Documents Section for illegal, fraudulent or abusive purposes may be referred to law enforcement authorities or any government or self-regulatory organizations without notice to you.

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K. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE THAT CITI SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE ARISING FROM OR RELATING TO THESE TERMS OF USE, THE PROVISION OF THE DOCUMENTS SECTION, OR THE USE OR INABILITY TO USE THE DOCUMENTS SECTION BY YOU, MODIFICATION OR DISCONTINUATION OF THE DOCUMENTS SECTION.

L. Indemnification. You hereby indemnify and hold harmless Citi and its service providers and contractors, individually and jointly, from and against any third party losses, claims, judgments, fees, costs (including but not limited to attorneys' fees), caused by or arising out of or in any way related to your violation or breach of any terms, representations or warranties contained in these Terms of Use.

M. Agreement, Modification of Terms. These Terms of Use set forth the agreement and understanding between the parties as to the subject matter of these Terms of Use and supersedes all prior oral agreements, discussions, negotiations, promises, proposals, representations, and understandings between the parties to the Terms of Use with regard to the subject matter hereof and applies in addition to any terms and conditions applicable to your relationship with Citi or your request/interest to open an account with Citi. These Terms of Use may be modified, amended or updated from time to time by us upon notice to you either in writing or by posting to the Documents Section. Your continued use of the Documents Section after notice of such modification, amendment or update has been posted or otherwise made available to you will be understood as your acceptance of the changes and an agreement to be bound by the new terms of use, as amended. If you do not agree to the changes, you agree to discontinue your use of the Documents Section. The most current version of these Terms of Use will be posted at the web site or mobile application through which the Documents Section is made available to you. You acknowledge and agree that you did not enter into these Terms of Use in reliance upon any agreement, promise, representation, or understanding that is not contained herein.

Additional Terms and Conditions where your account relationship is held with Citibank, N.A., Hong Kong/Singapore Branch

Citibank, N.A., Hong Kong organized under the laws of U.S.A. with limited liability

Citibank, N.A., Singapore organized under the laws of U.S.A. with limited liability

The following additional terms (“Hong Kong/Singapore Terms”) shall apply to your use of the Service if your account relationship is held with or if you requested or expressed an interest in opening an account with Citibank, N.A., Hong Kong or Singapore Branch. In the event of any inconsistency between the Hong Kong/Singapore Terms and the other parts of these Citi Private Bank In View Terms of Use, the Hong Kong/Singapore Terms shall prevail.

You undertake to: (i) keep the User Information and Third Party User Information secure and confidential and shall not disclose or permit it to be disclosed to anyone; (ii) inform us as soon as reasonably practicable by contacting your Citi representative if you or your Third Party Users know or suspect that someone else knows the User Information or Third Party User Information or believe the confidentiality of all or any of your User Information or Third Party User Information has been lost, stolen or compromised in any way or that actual or possible unauthorized transactions have taken place and if you or your Third Party Users fail to do so you shall be liable for any unauthorized transactions made; and (iii) be liable for all losses if you or your Third Party Users act fraudulently or with gross negligence including but not limited to failing to properly safeguard or knowingly allow the use by others of the User Information or Third Party User Information. Subject to the provisions set out under section 15 “No Warranties or Promises”, unless you or your Third Party Users act fraudulently or with gross negligence (including but not limited to failing to properly safeguard or knowingly allow the use by others of the User Information or Third Party User Information), you are not responsible for any direct loss suffered by you as a result of unauthorized transactions conducted through your account made available to you on the Service.

Please refer to the [Circular relating to Personal Data \(Privacy\) Ordinance and Usage of Customer Information](#) or the [Citibank Singapore Circular relating to the Personal Data Protection Act](#) for a full statement of the policies and procedures governing the privacy and security of information you submit to Citi or that Citi collects about you. Please also review the Citi's Privacy and Security policy from time to time. (<https://www.privatebank.citibank.com/home/citi-private-bank-privacy-and-security.html>) for information on best practices regarding the security and safeguarding of your information in connection with using the Service.

Hong Kong Deposit Protection Scheme

The following types of deposit maintained with Citibank N.A., Hong Kong Branch are deposits qualified for protection by the Deposit Protection Scheme in Hong Kong:

- (a) Call Deposits
- (b) Current Accounts/Checking Accounts
- (c) Time Deposits with a term of 5 years or less

A time deposit with a term over 5 years, a bearer instrument, a certificate of deposit, a structured deposit (as defined under section 2A in Schedule 1 to the Deposit Protection Scheme Ordinance) and a deposit booked at any other branches or offices of Citibank outside Hong Kong are not protected deposits and are not protected by the Deposit Protection Scheme in Hong Kong.

A deposit booked in an account with Citibank N.A., Hong Kong Branch is not eligible for deposit insurance under the Deposit Insurance and Policy Owner's Protection Schemes Act 2011 of

Singapore, notwithstanding that the Account may be serviced by representatives of Citibank N.A., Singapore Branch.

The following applies to deposits maintained with Citibank N.A., Singapore Branch:

Singapore Deposit Insurance Scheme

Singapore dollar deposits of non-bank depositors are insured by the Singapore Deposit Insurance Corporation (“SDIC”), for up to \$50,000 in aggregate per depositor per Scheme member by law. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured. For more information, please refer to SDIC’s website at www.sdic.org.sg.

The following paragraph is applicable only where the Account is serviced by representatives of Citibank, N.A., Hong Kong Branch:

Where the Account is serviced by representatives of Citibank N.A., Hong Kong Branch, any deposit booked in the Account with Citibank N.A., Singapore Branch is not a protected deposit (as defined in the Deposit Protection Scheme Ordinance (Cap. 581) of the laws of Hong Kong) and is not protected by the Deposit Protection Scheme in Hong Kong.



Apple-Specific Terms and Conditions (only applicable to the Mobile App Service)

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You hereby represent and warrant (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

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