

# Citi Simplicity<sup>®</sup> Card Agreement

For new cardmembers as of 8/1/2013

Welcome to your new Citi Simplicity<sup>®</sup> Card!



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This Card Agreement explains the terms of your credit card account ("account"). It includes a separate document: Facts About Interest and Fees ("Fact Sheet").

## Definitions

**APR:** annual percentage rate.

**authorized user:** any person you allow to use your account.

**card:** any card, device, or account number that can be used to access your account.

**charge:** any purchase, balance transfer, cash advance, interest, or fee.

**prime rate:** the U.S. Prime Rate published in *The Wall Street Journal* (or if *The Wall Street Journal* no longer publishes a prime rate, a similar published rate that we choose).

**we, us, and our:** Citibank, N.A., the issuer of your account. Citibank, N.A. is located in Sioux Falls, SD.

**you, your, and yours:** any person who applied for the account and any other person responsible for payment of the account.

## Your Account

This Agreement is the contract between you and us regarding the account. It applies if you use or authorize use of the card or you don't close the account within 30 days

after we issue the card. You must pay us for all charges, including those by authorized users.

### What about authorized users?

You may request cards for authorized users. You agree that we may share information with them about the account. You have to let us know if there's someone you no longer want to use the account.

### What is the credit limit?

Your initial credit limit is on the letter that came with your card. We've made part of your credit limit available for cash advances. When you use your account, your account balance and cash advance balance have to stay below their limits. If you go over a limit, you still must pay us. Also, please be aware we may change your credit or cash advance limit at any time without notice.

### What about balance transfers?

Balance transfers are an account feature. We may make them available to you through offers. They come with the same APR as standard purchases, unless we offer a special promotional rate.

### Does the account have checks?

We may provide you with checks that can be used to access your account. When using a check, you must follow the instructions that come with it.

### Can this Agreement change?

We may add, change, or delete rates, fees, and terms of this Agreement from time to time as permitted by law. We will give you advance written notice of the changes and a right to opt out, to the extent required by law.

## APRs and Interest

### What are your APRs?

Your APRs are on the Fact Sheet. If any APR is a variable APR, it equals the prime rate plus the amount on the Fact Sheet in the table called "Details About Your Interest Rates."

**When does a variable APR change?**

A variable APR increases or decreases as the prime rate changes and may change each billing period. For each billing period, we use the prime rate published two business days before that billing period's statement closing date. The new APR goes into effect as of the first day of that billing period. If an APR increases, interest and the minimum payment due may also increase.

**How is interest calculated?**

We impose interest on the daily balances on your account using the daily balance method (including new transactions). Interest starts on the day a charge is added to your daily balance and continues until the balance is paid in full. Here's how we do it:

1. We multiply each daily balance by its daily periodic rate (that's the APR divided by 365).
2. We do this for each day in the billing period. That gives us the daily interest.
3. Then we add up all the daily interest.

This gives us the total interest for the billing period.

**How is the daily balance calculated?**

We calculate it separately for each balance on your account. (For example, standard purchases, standard cash advances, and different promotional balances.)

Here's how we do it:

1. We start with the balance from the end of the previous day.
2. We add any new charges, including any interest on the previous day's balance. (This means that interest is compounded daily.)
3. We subtract any new credits or payments, and make other adjustments.

This gives us the daily balance. We treat a credit balance as a zero balance.

We add a purchase to the daily balance as of the sale date. We add a balance transfer or cash advance as of the post date. If you request a balance transfer or cash advance, the post date is the date of your request. We

add a transaction fee to the same balance as the transaction. We generally add other fees to the standard purchase balance.

**Can interest be avoided?**

You can avoid interest on purchases but not on balance transfers or cash advances. We call this a grace period. The grace period is at least 23 days. You get a grace period on purchases if you pay the new balance on your statement by the due date each month. If you don't, you will not get a grace period on purchases until you pay the new balance by the due date for two months in a row.

**What's the minimum interest charge?**

If we charge interest, it will be at least \$0.50. We may add all or any part of it to the standard purchase balance or any other balance, at our discretion.

## Fees

**What are the fees?**

**Balance transfer fee.** There is a fee for each balance transfer. The amount of the fee is on the Fact Sheet. You make a balance transfer when you use a balance transfer check or contact us to transfer a balance.

**Cash advance fee.** There is a fee for each cash advance. The amount of the fee is on the Fact Sheet. You take a cash advance if you use a cash convenience check; get money through an ATM, home banking, or financial institution; or purchase foreign currency, traveler's checks, money orders, lottery tickets, casino chips, or similar items.

**Foreign transaction fee.** There is a fee for each purchase made outside the U.S., even if made in U.S. dollars. The amount of the fee is on the Fact Sheet. The fee is a percentage of the U.S. dollar amount.

**Returned payment fee.** There is a fee for each returned payment, even if it goes through when we resubmit it. The fee is \$25; \$35 for any additional returned payment during the

same or next six billing periods after a returned payment. The fee will never be more than the amount permitted by law.

## Payments

### What payments are required?

You may pay all or part of your account balance at any time. However, you must pay at least the minimum payment due by the payment due date each month. Your minimum payment due equals:

1. Any amount past due; plus
2. Any amount over your credit limit; plus
3. The greater of:
  - The new balance shown on your statement, if it is less than \$20;
  - \$20 if the new balance is at least \$20;
  - 1% of the new balance (the result is rounded down to the nearest dollar), plus any billed interest or minimum interest charge; or
  - 1.5% of the new balance (the result is rounded down to the nearest dollar).

The minimum payment due is never more than the new balance.

### How do payments get applied?

We generally apply payments up to your minimum payment due and credits to lower APR balances first. We apply payments over the minimum payment due as the law requires.

### Are there payment instructions?

When making payments, you must follow the instructions on the statement. You must pay in U.S. dollars drawn on funds in the U.S. If you do not and we accept your payment, we select the currency conversion rate and you must pay our costs.

### Can payments be made by telephone?

You may use our pay by phone service to make your payment.

## Other Provisions

**Credit Reporting.** We may report information about your account to credit bureaus. If you think we've reported incorrect information, please write to us at the Customer Service address on your statement.

**Information Sharing.** You authorize us to share information about you or your account as permitted by law. See our separate notice for details about our information sharing practices.

**Foreign Currency Conversion.** Cash advances in a foreign currency at our affiliates are converted by us or our affiliates into U.S. dollars. Other transactions in a foreign currency are converted to U.S. dollars by our network providers (MasterCard, Visa, and American Express). We and our affiliates and providers use a government-mandated or wholesale rate. The conversion rate you get may differ from the conversion rate on the sale or post date, and from the rate we or our affiliate or provider gets. Conversion procedures may change without notice. A merchant or other third party may convert a transaction into U.S. dollars or another currency, using a rate they select, before sending it to our provider.

**Default.** You default if you make a late payment, make a payment that is returned, go over your credit or cash advance limit, file for bankruptcy, or fail to comply with any term of this Agreement. If you default, we may demand immediate payment of the entire account balance if permitted by law.

**Card Refusal.** We do not guarantee this card will be accepted by any merchant. We can reject or refuse to approve any transactions. In either case, we are not liable to you.

**Recurring Charges.** We may suspend any recurring charges you arrange with a third party. We may do this if your account is suspended, closed, or changed.

You authorize us to transfer recurring charges to any replacement account. If we suspend any recurring charges or do not transfer them, you are responsible for making any alternate payment arrangements.

**Unauthorized Use.** Call us if you think someone has used your account without permission. Call us if your card, check, or account number is lost or stolen. The toll-free Customer Service telephone number is on your statement and the back of your card. You agree to help us investigate any unauthorized use of your account.

**Closing Your Account.** You may close your account. We may close or suspend your account at any time for any reason without telling you first. If your account is closed or suspended, you must still repay the entire account balance as required by this Agreement.

**Collection Costs.** If we use a lawyer to collect your account, we may collect reasonable attorneys' fees, costs, and expenses of any legal action, as permitted by law.

**Location and Governing Law.** We are located in South Dakota. Federal law and the law of South Dakota govern this Agreement. You can contact us at P.O. Box 6000, Sioux Falls, SD 57117.

**Enforcing this Agreement.** We will not lose our rights under this Agreement because we delay or don't enforce them.

**Assignment.** We may assign any or all of our rights and obligations under this Agreement to a third party.

## ARBITRATION

### **PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.**

It 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 it to be enforced.

### **What claims are covered?**

You or we may arbitrate any claim, dispute or controversy between you and us (called "Claims"). All Claims (whether based on contract, tort, statute, or any other basis) arising out of or related to your account, a previous related account or our relationship may be arbitrated. This includes Claims made by or against anyone connected with 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.

Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.

We will not 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 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 may award relief only on an individual basis, and neither you nor we may pursue a Claim as part of a class action or other representative action. Claims of two 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 does arbitration work?**

Arbitration shall be conducted by the American Arbitration Association ("AAA") according to the applicable AAA arbitration rules and procedures ("AAA Rules"). You can

obtain copies of the AAA Rules at the AAA's website ([www.adr.org](http://www.adr.org)) or by calling 800-778-7879. You or we may choose to have a hearing, appear at any hearing by phone, and/or be represented by counsel. An 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.

The arbitration shall be conducted by a single arbitrator. That arbitrator will follow applicable AAA rules, which may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your account information and other confidential information if requested to do so. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statute of limitations, will honor claims of privilege recognized at law, and may award damages or other relief under applicable law. An arbitration award decides the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on any other person or dispute.

#### **Who pays for arbitration fees?**

We will pay your share of the arbitration fee for Claims of \$75,000 or less if they are unrelated to debt collection. Otherwise, arbitration fees will be allocated according to the 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.

#### **When is the award final?**

The arbitrator's award is final unless a party appeals it in writing to the AAA within fifteen days of notice of the award. The appeal must request a new AAA

arbitration before a panel of three arbitrators. The panel will consider all facts and legal issues anew and make decisions based on a majority vote. Arbitration fees for appeal shall be allocated according to the 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 entire arbitration provision shall not remain in force. 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.

### **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.

#### **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 two 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 charge 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 Are 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 a check that accesses your credit card account 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.

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