

# **Citibank Staff Cheque Account**

## **Terms and Conditions Booklet**

**Effective 1 November 2018**

Issued by Citigroup Pty Limited  
ABN 88 004 325 080  
AFSL No. 238098  
Australian credit licence 238098

**Please note this product is no longer offered.**



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## IMPORTANT INFORMATION

- Citibank Staff Cheque Account (referred to as "Account") is issued to you by Citigroup Pty Limited ("Citibank").
- Citibank is an Australian bank and a member of Citi, a global financial group headed by Citigroup, Inc., incorporated in the US. Citibank holds an Australian financial services licence number 238098, which authorises it to offer these Accounts to you.
- It is important that you read this document and the Schedule of Fees and Charges, as together they detail the terms of the contract between you and Citibank that will apply if you hold an Account.
- You should also read the Non-Cash Payment Facilities Terms and Conditions (which set out the terms of your access methods such as ATM, EFTPOS, Citibank Online, CitiPhone Banking and Cheques) as provided to you and available on request and at [citibank.com.au](http://citibank.com.au).
- Definitions of important words and terms can be found in Part 3 of the booklet.
- If you have any questions about your Account, please call CitiPhone Banking on **13 24 84** (within Australia) or +61 2 8225 0615 (from outside Australia).

## DISCLOSURES

Any advice in this document is general advice only as it does not take into account your investment objectives, financial situation or particular needs. Accordingly, nothing in this document should be construed as a recommendation concerning an investment in any of the Accounts. You should seek your own independent financial and taxation advice before making a decision whether to open an Account.

This document is not an offer or invitation in relation to the Accounts in any place in which, or to any person to whom, it would not be lawful to make that offer or invitation. The distribution of this document outside Australia may be restricted by the laws of places where it is distributed and therefore persons into whose possession this document comes should seek advice on and observe those restrictions. Failure to comply with relevant restrictions may violate those laws. No person is authorised by Citibank to give any information or to make any representation not contained in this document. Any information or representation not contained in this document must not be relied on as having been authorised by or on behalf of Citibank.

## About this document

This document outlines the features of the Account, and details the terms and conditions (together with the Schedule of Fees and Charges) under which the Account operates. We recommend that you read this document and contact us if you have any questions or issues.

You should also refer to the Non-Cash Payment Facilities Terms and Conditions as provided to you and available by request and online at [citibank.com.au](http://citibank.com.au)

# Banking with us

## Our obligation to you

At Citibank we want to make it easy for you to do business with us.

This document contains information to ensure that you understand how to open, operate and get the most out of your Account. We encourage you to read this document, and refer back to it at any time to help answer any questions that you might have.

If you would like more information or if you would like to ask any questions, you can contact us in the following ways:

-  Call CitiPhone Banking on **13 24 84** (within Australia) or +61 2 8225 0615 (from overseas); or
-  Email Us: **[citibank.com.au](https://www.citibank.com.au)** - by clicking on 'Contact us'; or
-  Write to us at: GPO Box 40 Sydney NSW 2001
-  Visit one of our Citibank branches

## What can you do if you have a problem or a complaint?

If you have a complaint about the service provided to you, you should take the following steps:

### 1. Call CitiPhone Banking

In the first instance please allow our CitiPhone Customer Service Officers the opportunity to assist you with any concerns you may have. They are available 24 hours a day, seven days a week on **13 24 84** (or +612 8225 0615 if calling from overseas).

### 2. Contact our Customer Relations Unit

If you have raised your concern with a CitiPhone Customer Service Officer and the matter has not been resolved to your satisfaction, our Customer Relations Unit can assist. We acknowledge that time is important to you so there are three ways you can lodge your complaint:

- **By telephone**

Call **1300 308 935** (toll free within Australia) or +612 8225 0163 (from overseas) between 9am - 5pm Monday to Friday (AEST).

- **In writing**

Mail your written complaint to:  
Citigroup Pty Limited  
Customer Relations Unit  
GPO Box 204  
Sydney NSW 2001

- **By email**

Email us at any time through **[citibank.com.au](https://www.citibank.com.au)** by selecting 'Contact Us' on the homepage.

Once you have contacted Citibank, we will begin the process of investigating and resolving your complaint. We will try to resolve your complaint quickly and fairly.

### **3. Alternate dispute resolution paths**

If despite our best efforts, you feel the dispute resolution process was not fair, or you remain unhappy with the outcome, you still have options.

#### **Citibank Customer Advocate**

Citibank have appointed an impartial Customer Advocate to assist in reaching fair outcomes during the dispute process and make it easier for customers when things go wrong.

If you are not happy with the outcome from our Customer Relations Unit, and would like an impartial review, you can refer your complaint to

#### **Citibank Customer Advocate:**

Email: [customeradvocate@citi.com](mailto:customeradvocate@citi.com)  
Post: Citigroup Pty Limited  
Att: Citi Customer Advocate  
GPO Box 204  
Sydney NSW 2001

**The Australian Financial Complaints Authority (AFCA)** offers an independent alternative dispute resolution service to customers who have been through our internal complaint process.

#### **How to contact AFCA**

Post: GPO Box 3  
Melbourne VIC 3001  
Phone: 1800 931 678 (free call)  
Email: [info@afca.org.au](mailto:info@afca.org.au)  
Website: [www.afca.org.au](http://www.afca.org.au)

# PART 1

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## Product features at a glance

The Account is an everyday transaction account with funds at call. It allows for free unlimited withdrawals (in Australia), though service charges for transactions may apply.

Withdrawals can be made through ATMs, both locally and internationally. Transactions can also be conducted through the EFTPOS and Debit Card networks, via Internet Banking (Citibank Online) and Phone Banking (CitiPhone Banking), as well as by providing Written Instructions.

Deposit and Cheque Books can be provided on request and be used to conduct transactions.

Interest is calculated daily and paid monthly in arrears. This interest is based on tiers and applied to the entire balance.

Dollar Limits apply to certain transactions. Please refer to the Non-Cash Payment Facilities Terms and Conditions for further information.

The Non-Cash Payment Facilities Terms and Conditions set out the terms and conditions for the following Citibank non-cash facilities:

- Citi Debit Card
- Cheques
- Citibank Online (Internet Banking)
- CitiPhone Banking (Phone Banking)
- EFTPOS
- Periodic Payments
- Direct Debits
- Telegraphic Transfers
- BPAY®

## PART 2

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# Important Account Information

## Things you need to know before adding any additional signatory.

(Please note: new accounts cannot be opened.)

The additional signatory must:

1. Be an Australian resident and/or be available to be identified in Australia.
2. Be 18 years of age or older.
3. Be identified. In order for any additional signatory to be identified they need to supply adequate information and pass Citibank's verification process.

To meet the identification requirements an additional signatory can visit:

- (1) Any Australia Post outlet with the completed Australia Post identification form and required identification documents.
- (2) Any Citibank branch with the required identification documents.

To find out what identification documents are acceptable and which forms to use, visit **[citibank.com.au](https://www.citibank.com.au)** or call us on **13 24 84**.

# Making deposits

## How to deposit funds into your Account

Deposits can be made into the account by cash, cheque, electronic funds transfer, telegraphic transfer, online and by phone banking.

Cash deposits can be made at any Citibank branch, NAB branch or Australia Post outlet.

Cheques are accepted at Citibank branches. Where cheques are accepted at Australia Post, they must be in a personal name. Cheque deposits must be made out to the Account holder(s) with the Account number written overleaf. In addition to visiting a Citibank branch cheques can be presented at Australia Post, any NAB branch or mailed to Citibank at the address below:

Reply Paid 105  
Citibank  
GPO Box 5298  
Sydney NSW 1005

## Statements and notices

Citibank may issue you with statements and notices electronically or by mail.

Electronic statements and notices are not available if your Account requires more than one signature to operate.

Where statements are provided electronically, Citibank will provide you each month with a detailed statement of your Account either:

- by email; or
- via Citibank's website, provided we alert you by email to the availability of this information and we provide you with the ability to readily retrieve and retain this information.

You should check your statement immediately once issued and contact CitiPhone Banking should you have any concerns.

Citibank Online provides up to three years of statement history for Accounts that have an electronic statement facility. Provided your computer meets the requirements of the website you will be able to download and print off any statement within the last three years. Citibank will ensure it provides suitable and adequate online banking facilities to suit most standard computer hardware and software. However, if your current hardware and software do not meet Citibank Online requirements you will need to make other arrangements to view your Account(s) online.

In the event you have a joint Account, (and subject to a request by you to the contrary) Citibank will only send electronic or paper communications to the email or postal address nominated by the first applicant in your Account application ('Applicant One'). Citibank will send all electronic or paper notices and other information to the most recent email or postal address nominated for Applicant One and supplied to us for this purpose. You must ensure that you notify us of any change in your email or postal address as soon as possible. You may do this in writing by mail, online at **[citibank.com.au](https://www.citibank.com.au)** or by contacting CitiPhone Banking.

If you require a paper copy of a statement already provided to you, you may request one through Citibank Online or CitiPhone Banking; however, a fee will be charged to your Account. For more information on fees relevant to your Account please see the Schedule of Fees and Charges.

# Citibank Online

## (internet banking portal)

To login for the first time you will need the following items:

- 1) your 16 digit Debit Card number or Internet Access Number;
- 2) your Account number;

Specific terms and conditions apply to the use of Citibank Online, including daily transaction limits on funds transfers. These are set out in the Non-Cash Payment Facilities Terms and Conditions available from [citibank.com.au](http://citibank.com.au), CitiPhone Banking or from any Citibank branch.

You are responsible for maintaining the security of your computer software and hardware and for logging off Citibank Online before leaving the computer you used unattended. Citibank is not responsible for any loss incurred where you have not correctly used Citibank Online or in circumstances beyond Citibank's reasonable control, despite reasonable precautions taken by Citibank. Details on the liabilities applying for unauthorised transactions are set out in the Non-Cash Payment Facilities Terms and Conditions available from [citibank.com.au](http://citibank.com.au), CitiPhone Banking or from any Citibank branch.

Citibank Online is generally available 24 hours a day, seven days a week. However, some or all of the banking services that may be accessed through Citibank Online may not be available at certain times due to maintenance or non-availability of certain features of Citibank Online. In the event of such unavailability, please call CitiPhone Banking to conduct your banking transactions.

### **Additional care required when using internet banking portals**

While online banking allows you to transact simply using a computer or mobile device, it also has inherent risks that require additional care on your part.

Always take care to keep your passwords and usernames secret including from family or friends.

Ignore any emails that appear to come from us that require you to input your password or username. These emails may come from third parties seeking to use the information to access your accounts. Be careful about using services which offer to interface with Citibank Online on your behalf. You may be in fact disclosing your passwords and usernames to a third party hoax website.

Please see the section below “Helping your account run smoothly and general information” for the things you should notify us immediately of.

## **Helping your account run smoothly and general information**

Depending on the features of your Account, there are a number of simple things you can do to help us make sure your accounts operate as efficiently as possible. Please notify us immediately if any of the following happens:

- your postal address or other relevant details change, including your email address;
- any unauthorised cheques or other amounts are debited from your accounts without authority (within 3 months of receiving your statement of account); or
- if your Debit Card, Internet Access Number, ATM PIN, Internet PIN or TPIN is lost or stolen or you suspect that unauthorised transactions have been made on any account.

For your own security please also:

- check your statements and let us know immediately about possible errors or unauthorised transactions;
- retain transaction records and numbers; and
- protect your Debit Card, Internet Access Number, ATM PIN, Internet PIN, TPIN and other codes.

### **Good Security Practices**

- Do not share your Login ID and Password
- Do not send personal or confidential information to us via email
- Safeguard your personal chequebook and online security devices
- Do not sign on any blank or incomplete form
- Advise us immediately of any potential compromise of password
- Only bank tellers are authorised to handle cash transactions. Do not hand cash to any other personnel.
- For any query or discrepancy on an account, please contact us through CitiPhone or your respective Branch Manager.

- If you perform transactions such as frequent cashing of multiple endorsed checks, deposits involving large number of checks, frequent withdrawals, we may contact you to verify such transactions.

Where you execute a Power of Attorney authorising another person or persons (Attorney-In-Fact or Agent) to execute financial transactions on your behalf, the Power of Attorney will be identified by us in a manner similar to how account holders are identified.

## **Interest rates and interest income**

The interest rates applicable to your Account are determined by Citibank and are subject to change at any time. You will not be given prior notice of a change in interest rate, but changes will be notified in a national newspaper no later than the day they take effect. For current information on interest rates please contact CitiPhone Banking on **13 24 84**. You can obtain or access a copy of the Interest Rate Sheet, which forms part of this document and contains current interest rates. Alternatively, if you have a Relationship Manager you may contact them.

Interest income earned on your Account will be sourced in Australia. If you are a resident of Australia in the income year in which the interest is paid or credited, your interest will be included in assessable income for Australian tax purposes. If you are a non-resident you will be subject to 10% interest withholding tax. Citibank is required to comply with United States information reporting regulations and in doing so must report all payments of income paid to US persons, including US persons who are resident of Australia, to the United States Internal Revenue Service. Any US person that has not provided Citibank with their Social Security Number or Taxpayer Identification number will be subject to "backup withholding" at the prevailing rate (being 28% at the date of this booklet). Payments that may be subjected to backup withholding include, among other payments, interest, dividends and broker proceeds.

## Foreign Reporting Requirements

As a financial institution, Citibank may be subject to Foreign Reporting Requirements. To comply with Foreign Reporting Requirements, you agree to provide to Citibank such information as it may require, (both as part of account opening procedures and on an ongoing basis while you hold an Account).

Citibank may also be required to report information in respect of your Account to any government, regulator or authority (whether domestic or foreign).

If you do not provide the required information upon request, or consent to Citibank providing information in respect of your Account to the relevant government, regulator or authority in accordance with the applicable Foreign Reporting Requirements, Citibank may be required to make a Foreign Tax Deduction from certain payments made to your Account and/or to terminate your Account. Citibank may also be required to block any payment or transaction.

If Citibank or any other person is required to make a Foreign Tax Deduction from any payments made to or in respect of your Account, you will not be entitled to any increase in payments made to your Account or to receive any additional payments in respect of such Foreign Tax Deduction.

As a result, if a Foreign Tax Deduction is made in respect of your Account, the Account balance may be less than you expected.

**Foreign Reporting Requirements** means obligations imposed on financial institutions:

- (a) by foreign laws (including foreign laws in respect of which a financial institution reasonably considers itself bound);
- (b) by Australian laws that implement Australia's obligations under an agreement with a foreign government, regulator or authority; or

(c) under agreements entered into between the relevant financial institution and a foreign government, regulator or authority, to do one or more of the following:

- (i) conduct due diligence in respect of Accounts;
- (ii) report information (which may include account information) in respect of Accounts to a government, regulator or authority (whether domestic or foreign);
- (iii) make a Foreign Tax Deduction from payments made to or in respect of Accounts; and
- (iv) close or terminate Accounts.

**Foreign Tax Deduction** means a deduction or withholding from a payment made to or in respect of an Account.

## **Treatment of Account**

Citibank may terminate your Account without your approval in order to comply with any law (whether domestic or foreign), including any Foreign Reporting Requirements.

## **Withholding**

Citibank may withhold or deduct an amount in respect of payments made to your Account in order to comply with any law (whether domestic or foreign), including any Foreign Reporting Requirements.

## **Blocking**

Citibank may block any payment or transaction where such payment or transaction would result in Citibank or any affiliate, including Citigroup, being in breach of any law (whether domestic or foreign), including any Foreign Reporting Requirements.

## **Transferring funds between your Accounts on a day that is not a business day in Sydney**

While the funds may appear to have been transferred, interest will only begin to be earned on those funds starting from the first business day in Sydney after your transfer (see “Making deposits and withdrawals” below for further information).

## **Making deposits and withdrawals**

Generally, any withdrawal or deposit will be processed the day instructions are received, provided your instructions are complete and received before 3:00pm Sydney time on any business day (excluding days that are public holidays in Sydney). Any transaction outside these times will be processed on the following business day.

Funds deposited in your Account under the authority of your direct debit request will earn interest from the day they are deposited and will be available for use five business days after they are deposited into your Account.

## **Unsecured overdraft**

Citibank is not obliged to provide you with an overdraft, but if your Account is overdrawn, fees may apply.

Any overdrawn amount is classified as an unsecured overdraft and will attract debit interest charges. Debit interest is calculated on the daily closing balance at a rate determined by Citibank. Alternatively, if a transaction is dishonoured a dishonour fee may be charged to your Account. A dishonour fee may be charged to you if you authorise a third party to direct debit a nominated account and there are insufficient cleared funds. A dishonour fee may also be charged if there are insufficient cleared funds in your nominated account and you have authorised a periodic payment that is then not made. For more information on Debit Interest charges or Dishonour fees to your account please contact your Relationship Manager or CitiPhone Banking.

## **Altering and cancelling payments for direct debits and periodic payments**

A direct debit is a debit from your Account that you arrange through a merchant or other service provider. A periodic payment is a debit from your Account, which you instruct Citibank to make to the account of another person or business.

You may give us a written instruction to cancel a direct debit authority or periodic payment authority. You can also arrange for a periodic payment with Citibank to be altered or cancelled by contacting CitiPhone Banking, at least two working days prior to the date the payment is scheduled

to be processed. We will accept and promptly process your instruction and any complaint from you that a direct debit or periodic payment transaction was unauthorised or irregular. We may ask that you also contact the debit user. We may cancel or stop any direct debit or periodic payment authority when payment arrangements no longer comply with the terms of the account authority signed by you.

## **Authorising another party to operate your Account**

As the Account holder, you may appoint at any time authorised persons (additional signatories) to operate your Account. You will need to fill in an 'Authority to Operate' form. This form is available from any Citibank branch or you may download at [citibank.com.au](https://www.citibank.com.au) under useful forms & links. Any Authority to Operate, which you have provided, will continue until we receive written notice from one or more Account holders revoking the authority.

Each Account holder (jointly and severally for joint Account holders) will be liable for all debts incurred by any additional signatory / authorised person using their subsidiary Debit Card or any other account facilities in respect of the Account. Any of the Account holders may cancel or stop the subsidiary Debit Card or revoke the Authority to Operate by contacting Citibank. However, please note that the cancellation of the Debit Card may not be effective until the authorised person's Debit Card is surrendered to Citibank or the Account holder has taken all reasonable steps to have the Debit Card returned to Citibank. The Account holders will not be liable for the continuing use of a subsidiary Debit Card from the later of:

- the date the Account holder requests Citibank to cancel or stop the Debit Card; and
- when an Account holder has taken reasonable steps to have the Debit Card returned to Citibank.

## **Transacting in writing or via phone**

Depending on the functionality available on your Account, you may transact in writing or via phone, however, before Citibank can act on your instruction you will need to complete the 'Authority to Act on Written / Phone' form available online at [citibank.com.au](https://www.citibank.com.au) or from any Citibank branch. You

will not be able to give telephone instructions or transact via Debit Card if more than one signature is required to operate your Account. Certain limits may apply for transacting in writing and phone. For further information on this service and any limitations please contact your Relationship Manager or CitiPhone Banking. Citibank will not be responsible for any liability which arises as a result of Citibank acting in accordance with your Authority to Act on Written /Phone.

## **Things to know when requesting a Telegraphic Transfer**

When requesting a Telegraphic Transfer your funds might be sent via an intermediary bank before reaching its destination. This will only happen if Citibank is unable to send your funds directly to the beneficiary bank. Intermediary banks may charge you for sending your funds onto the beneficiary. Intermediary bank fees will be deducted from the transfer amount before sending on.

When requesting a Telegraphic Transfer you must ensure the beneficiary details are correct otherwise your request may be rejected and returned to Citibank. In the event your funds are returned to Citibank due to incorrect or insufficient information they will be credited back to your Account less any fees and charges that have been applied by the intermediary and beneficiary bank. If your Telegraphic Transfer request is in foreign currency and the funds are returned, Citibank will credit your Account with the Australian dollar equivalent of the foreign currency amount, using the applicable foreign exchange rate quoted by Citibank on the day and at the time of conversion, less any intermediary and beneficiary bank fees and charges. The rate used for the conversion will vary depending on prevailing market rates, the size of your transaction, the currency of the transaction, the way Citibank receives the amount and any existing arrangements with you about exchange rates.

Citibank has no control over other financial institutions, their fees and charges or any government legislation or controls that may create costs for your transaction or those financial institutions or regulate the way in which they operate.

## **Things to know when depositing cheques**

You will generally be able to draw on funds deposited by cheque after three business days. For cheques presented at Australia Post you will be able to draw on those funds between five to seven business days from the day of deposit.

## **Bank Cheques and Drafts**

Existing customers may purchase a bank cheque / draft from Citibank for a fee. Citibank will charge a fee to process this request - please refer to the Schedule of Fees and Charges for details of the fees.

## **Your Debit Card**

Withdrawals made using your Debit Card are subject to daily limits. For more information on daily limits please contact CitiPhone Banking. In certain circumstances you may apply to have your daily limit increased temporarily by contacting CitiPhone Banking. Any increase of a daily withdrawal limit will be subject to approval at Citibank's discretion.

## **Taxation**

Quoting your Tax File Number (TFN) or providing a TFN (or ABN for business Accounts) is optional under current taxation legislation. If you do not quote a TFN, ABN or claim an exemption, tax will be deducted from the interest earned on the Account at the top marginal rate. If you hold a joint Account, and only one Account holder has provided a TFN or an appropriate exemption, Citibank will deduct tax from the interest earned on the Account at the top marginal rate.

You can provide your TFN at the time of account opening or later via written instruction.

You agree that Citibank and any affiliate may withhold or deduct an amount to comply with any law (whether domestic or foreign) from any payment to you or from your Account. Any such amount may be paid to the relevant government, regulator or authority (whether domestic or foreign) as required. You acknowledge that Citibank will not be required to reimburse you for any amount withheld or deducted. You understand that Citibank is not required to contest any demand for payment made by a government, regulator or authority.

## **Personal Information**

### **Purposes for which we collect, use and disclose your personal information**

We collect, use and disclose your personal information:

- to provide and manage your products, accounts and services and to manage your relationship and arrangements with us;
- to comply with applicable laws both in Australia and overseas (for more details about relevant Australian laws please see our Privacy Policy); and
- for other purposes as listed in our Privacy Policy.

If you do not provide us with the information or the information is incorrect or incomplete, we may not be able to assess your application or provide or manage the products or services that you use, or are seeking.

We usually collect your personal information directly from you. However, we may need to collect personal information about you from third parties, for example, where we need information from a third party to assist us to process your application (such as to verify information you have provided or to assess your circumstances) or to locate or communicate with you.

Where you have provided information about another individual, you must make them aware of that fact and the contents of this Privacy Consent and Notification, and have obtained their consent to make this disclosure to us.

### **Disclosures of your personal information**

We may disclose to, and obtain personal information about you from:

- Our affiliates and sales agents and organisations that carry out functions on our behalf including card schemes, mailing houses, data processors, researchers and collection agents;
- reward providers including Airline partners and their service providers;

- any signatory to the product for which you are applying or are using;
- any broker, financial, legal or other adviser acting in connection with your product or application;
- regulatory and tax authorities in Australia and overseas;
- any insurer relating to your product;
- organisations wishing to acquire an interest in any part of our business; and
- as further set out in our Privacy Policy.

### **Disclosures to overseas recipients**

Some of the recipients to whom we disclose your personal information may be based overseas. It is not practicable to list every country in which such recipients are located but it is likely that such countries will include the United States of America, India, the Philippines, Malaysia, Hong Kong and Singapore. By consenting to us disclosing your personal information to overseas recipients, you agree that Australian Privacy Principle 8.1 shall not apply to the disclosure, meaning that Citi may not be obliged under the Privacy Act 1988 (Privacy Act) to ensure that an overseas recipient does not breach the Australian Privacy Principles and we may not be liable under the Privacy Act if the recipient does not act consistently with the Australian Privacy Principles. By completing an application, or by using Citibank products and services you consent to such overseas disclosures.

### **Our Privacy Policy (including how to access and correct information and make a complaint)**

You can view our Privacy Policy on our website [citibank.com.au/privacy](https://www.citibank.com.au/privacy) or obtain a copy by calling us. This policy includes information as to how you can access and/or seek correction of the personal information we hold about you. Our Privacy Policy also contains information as to how you can complain about a breach by us of the Privacy Act and how we will deal with such a complaint.

## **Your marketing communications preferences**

You agree that we, our affiliate companies and their partners may use your personal information to keep you informed about offers relating to this product and other products, services and offers which may be of interest to you. They may do this by phone, mail, email and SMS or other electronic messages. These consents operate indefinitely and shall remain in effect unless and until you notify us that you do not want to receive such communications. If you do not wish to receive these communications please notify us in writing or by calling us. Note: If you have not told us that you do not wish to receive these communications by phone, you may be contacted even if you have registered your phone number on the national Do Not Call Register. Your telephone calls and conversations with a Citi representative may be recorded and monitored for quality, training and verification purposes.

## **Maintaining Confidentiality**

Citibank undertakes not to disclose any information about you or your Accounts to unauthorised persons except under the following circumstances:

- when you instruct us to do so - for example when the information is required for a reference;
- when we are required to do so by a law (whether domestic or foreign);
- when we are required to do so under Foreign Reporting Requirements; or
- when we are permitted to do so by law - for example, providing information to solicitors or debt collectors.

## **Financial Claims Scheme (FCS)**

The FCS provides a guarantee for deposits of eligible Authorised Deposit-taking Institutions (ADIs) including Australian banks, building societies and credit unions. The Australian Prudential Regulation Authority (APRA) is responsible for the administration of the FCS and for making payments to account holders in the event that APRA decides to place an ADI in liquidation. If that occurs, you may be entitled to payment under the FCS. Payments under the FCS are subject to a limit for each depositor. Information about the FCS can be obtained from [www.fcs.gov.au](http://www.fcs.gov.au).

## **Financial Hardship**

You should contact us as soon as possible if you owe us any money and you believe that you will not be able to meet obligations as they become due, so that we can work with you to determine any options available.

# PART 3

## Terms and Conditions

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### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In these terms and conditions, unless the context requires otherwise:

**Account** means your Citibank Staff Cheque Account;

**Application Form** means the application form that we provide you when you apply to open an Account;

**Authority To Operate** means the authority to operate (whether it forms a section of the Application Form or is a separate form that we provide you) that may be completed by you;

**Available Funds** means cleared funds or a prearranged ability to draw against uncleared funds or to overdraw any Account;

**Business Day** means a day on which banks are open for business in Sydney but does not include a Saturday, Sunday or public holiday;

**Citibank, we or us** means Citigroup Pty Limited ABN 88 004 325 080 of 2 Park Street, Sydney, NSW 2000;

**Citigroup** means Citigroup Inc., a bank holding company in the United States of America together with any of its subsidiaries, affiliates or associated companies;

**Debit Card** means any debit card authorised by Citibank for use on your Account, which may be called "Citi Debit Card", "Citibank Debit Card" or by another name.

**ePayments Code** means the code bearing that name administered by the Australian Securities and Investments Commission;

**Foreign Reporting Requirements** means obligations imposed on financial institutions:

- (a) by foreign laws (including foreign laws in respect of which a financial institution reasonably considers itself bound);
- (b) by Australian laws that implement Australia's obligations under an agreement with a foreign government, regulator or authority; or

- (c) under agreements entered into between the relevant financial institution and a foreign government, regulator or authority, to do one or more of the following:
- i. conduct due diligence in respect of Accounts;
  - ii. report information (which may include account information) in respect of Accounts to a government, regulator or authority (whether domestic or foreign);
  - iii. make a Foreign Tax Deduction from payments made to or in respect of Accounts; and
  - iv. close or terminate Accounts.

**Foreign Tax Deduction** means a deduction or withholding from a payment made to or in respect of an Account that is required or contemplated by a Foreign Reporting Requirement;

**Instruction** means an instruction given by you or a person authorised by you to Citibank in relation to an Account;

**Schedule of Fees and Charges** means the document issued by Citibank that sets out the current standard bank fees and charges of Citibank that apply to the Accounts;

**Value Date** means:

- (a) Where your deposit is received by Citibank as cleared funds prior to 3.00pm Sydney time on any Business Day, the value date will be same day; or
- (b) Where your deposit is received by Citibank as cleared funds after 3.00pm Sydney time on any Business Day or on a day other than a Business Day, the value date will be the next business day after the date of receipt;

**You and your** means the person or persons in whose name the Account is held.

## 1.2 Interpretation

- (1) In these terms and conditions, unless the context requires another meaning, a reference:
  - (a) To the singular includes the plural and vice versa;
  - (b) To a document (including these terms and conditions) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
  - (c) To a party means a party to these terms and conditions;
  - (d) To a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency, and it also includes the person's successors, permitted assigns, substitutes, executors and administrators;
  - (e) To a law is a reference to that law as amended, consolidated, supplemented or replaced, and it includes a reference to any regulation, rule, statutory instrument, bylaw or other subordinate legislation made under that law, and any legislation, treaty, judgment, rule of common law or equity or rule of any applicable stock exchange (whether domestic or foreign).
- (2) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (3) Headings are for convenience only and do not affect interpretation.
- (4) If a payment or other act must (but for this clause) be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day.
- (5) If a period occurs from, after or before a day or the day of an act or event, it excludes that day.

## **2. LIABILITY FOR YOUR ACCOUNT**

- 2.1 Your Account is held with Citigroup Pty Limited ("Citibank"). No other member of Citigroup is in any way liable in respect of your Account.
- 2.2 All investments made (and any interest earned on investments) will be repayable solely in Australia and subject to the laws of Australia.

## **3. ACCOUNT PROCEDURES**

### **3.1 Instructions**

You may authorise Citibank to act on oral or written instructions by completing the relevant section in the Application Form or another form that we may provide for this purpose.

### **3.2 You are bound by terms and conditions**

By using the Account, you agree to be bound by these terms and conditions.

### **3.3 Joint Account**

Where the Account is held in the name of more than one person:

- (1) Upon the death of one Account holder, title to any money held in your Account will vest with the surviving Account holder or holders (subject to other claims);
- (2) The terms and conditions of your Account will apply to each of you jointly and individually;
- (3) Subject to you informing Citibank of any restrictions as to the method of operation, each of you is separately authorised to operate the Account in all respects. It may not be possible for all transactions to be authorised by more than one Account holder;
- (4) You may not authorise Citibank to act on your telephone instructions if the operation of your Account requires more than one signatory; and
- (5) Where applicable, Citibank will send notices and statements by sending one copy to the address nominated on the Application Form for this purpose.

### 3.4 Partnerships

Where you are a partnership, these terms and conditions continue to bind the partners of the partnership despite the dissolution or any change at any time in the constitution of the partnership.

### 3.5 Trustees

Where you enter into these terms and conditions as a trustee:

- (1) You acknowledge that these terms and conditions bind you personally and in your capacity as trustee of the trust;
- (2) You represent that:
  - (a) you have full power and are legally entitled to enter into and perform your obligations under these terms and conditions;
  - (b) any conflict of interest and duty which might arise from your entry into any of these terms and conditions is satisfactorily overcome by the trust instrument or has been overcome by a resolution by all unitholders of the trust;
  - (c) you are entitled to be indemnified out of trust assets to the full extent of the liabilities that you enter into under these terms and conditions as trustee; and
  - (d) you must inform us if you are removed from office as trustee.

### 3.6 Authority to Operate

- (1) You may authorise a person or persons to operate the Account in any way you can including making deposits, withdrawals, transfers and transactions which incur fees. You agree to be bound by the actions of any such person or persons you authorise.
- (2) You may authorise a person or persons to operate the Account by completing an Authority to Operate.
- (3) You may revoke or replace any authorisation by notifying Citibank. The authorisation will continue to apply until Citibank has received written notice from you.
- (4) Unless otherwise notified by you in writing or in any other form acceptable to Citibank, a person you authorise to operate your Account will not have the benefit of clause 3.6.

### 3.7 Disputes in the operation of your Account

- (1) If Citibank becomes aware of, or has reasonable grounds to suspect that there is, a dispute between any of the Account holders or any parties Citibank considers relevant to the Account, Citibank may (at Citibank's absolute discretion) suspend transactions on your Account.
- (2) To remove the suspension, Citibank will need to receive written instructions from all Account holders and relevant parties requesting that Citibank lifts the suspension.

### 3.8 Change in details

You must notify Citibank in writing of any change in details (including your email address) as soon as possible.

### 3.9 Instructions fully authorised

- (1) You agree that as long as any instructions received by Citibank are:
  - (a) given or appear to be given by you or by a person authorised to submit Instructions on your behalf;
  - (b) if a form, (for example "written") and/or rules, (for example "nominated third party payees only") have been agreed in accordance with the form and/or process agreed; and
  - (c) (if a process has been agreed) authenticated in accordance with the process agreed with you; then Citibank will be entitled to treat such instructions as Instructions that are fully authorised by and binding on you regardless of:
    - (d) the Instruction being identical or similar to another Instruction; or
    - (e) circumstances prevailing at the time such Instructions are received that might lead a person to suspect that an instruction was not fully authorised, unless Citibank employees or agents with direct responsibility for acting on Instructions have actual knowledge that an instruction is not authorised by you and have a reasonable opportunity to prevent the instruction being relied on.

- (2) Examples of common authentication processes include passwords and PINS used in electronic instructions; checking by calling a telephone number advised by you; comparing original or facsimile signatures with specimens provided by you.
- (3) Citibank may, in its absolute discretion, defer acting in accordance with the whole or any part of an instruction pending further enquiry to or confirmation by you but Citibank will not be under any obligation to do so in any case.

### 3.10 Citibank may process Instructions despite insufficient funds.

Unless agreed otherwise in writing, Citibank's undertakings to you to act on your instructions exclude any implied term that Citibank will process or not process all or any part of an Instruction to make a payment by reference to the criteria that there are insufficient Available Funds in your Account. Citibank may choose to process or not to process such an Instruction without giving prior notice to you and irrespective of:

- (1) the nature or purpose for which the payment was directed;
- (2) whether or not at the relevant time any other account of you has sufficient Available Funds to cover the payment;
- (3) whether any deposit has been made to your Account which has not yet registered in Citibank's systems;
- (4) whether any uncleared funds in your Account are subsequently cleared or are likely to be subsequently cleared;
- (5) whether or not Citibank at the same time processes or had previously processed a transaction in similar circumstances.

### 3.11 Refusal of transactions

- (1) Notwithstanding any other provision of these terms and conditions Citibank reserves the right to reject any Instruction if:
  - (a) there are not sufficient Available Funds in your Account to cover the amounts of the disbursements requested in the Instruction

- (taking into account all other Instructions and whether the relevant disbursements have been made and debited to your Account or not);
- (b) it detects any fraud or misuse of your Account which it believes has the potential to adversely affect it or you;
  - (c) the Instruction does not comply with clause 3.9;
  - (d) you close the Account or for any reason are no longer bound to perform your obligations under these terms and conditions or a part of them;
  - (e) Citibank closes your Account in accordance with these terms and conditions; or
  - (f) where carrying out the Instruction would result in Citibank or any affiliate, including Citigroup, being in breach of any law (whether domestic or foreign), including any Foreign Reporting Requirements.
- (2) Citibank's undertakings to you to act on your instructions exclude any instruction that Citibank, acting reasonably and in good faith, rejects in accordance with this clause 3.11

## 4. INFORMATION ON REQUEST

4.1 You may request the following information from Citibank:

- (1) Current interest rates;
- (2) The nature and amount of fees payable in respect of the Account;
- (3) The nature and amount of the charges levied for providing banking services;
- (4) Terms and conditions on which any banking services are provided; and
- (5) Minimum and maximum transactions and ongoing balance requirements.

4.2 General descriptive information concerning the following aspects of your Account are set out in this document and can also be provided to you on request:

- (1) Account opening procedures;
- (2) Our obligations regarding the confidentiality of your information;

- (3) Complaint handling procedures; and
- (4) Bank cheques.

## **5. BALANCE AND TRANSACTION AMOUNT REQUIREMENTS**

5.1 Minimum and maximum opening, deposit and transaction amount requirements may apply to your Account, from time to time. Citibank will advise you of any such requirements that apply to your Account at its commencement. However, Citibank reserves the right to vary the nature and amount of these requirements in accordance with clause 17.

## **6. DEPOSITS**

6.1 Unless provided otherwise in this clause 6, you may deposit funds into the Account by:

- (1) Bank cheque issued by a bank or financial institution within Australia;
- (2) Bank draft;
- (3) Payment directly from an account held with Citibank or Citibank's associated companies;
- (4) Personal cheque;
- (5) Telegraphic transfer; or
- (6) Such other method as Citibank may approve from time to time.

6.2 Funds deposited will not be credited to the Account or made available for withdrawal until cleared.

6.3 All cheques and bank drafts must be made payable to the Account holder's name or to "Citigroup Pty Limited", followed by the account number.

6.4 All deposits must be in Australian currency.

## **7. FEES, CHARGES AND TAXES**

7.1 Fees and charges apply to your Account. These are set out in the Schedule of Fees and Charges. Citibank reserves the right to vary the nature and amount of fees charged in accordance with clause 17.

7.2 Citibank may debit your Account with any government charges or taxes that relate to your Account, including

those which are introduced or become applicable to your Account after its commencement

- 7.3 Where required by law, Citibank will deduct withholding tax from any interest earned where you have not supplied your Tax File Number, Australian Business Number (for business accounts) or exemption to Citibank, or where you are a non-resident of Australia.

## **8. REFERRERS**

- 8.1 An incentive fee or commission may, where permissible, be payable to any third party who refers any business to Citibank. If necessary, this fee or commission will be paid at your direction. This fee will be paid by Citibank and is not a direct additional fee or charge payable by you.

## **9. SET-OFF AND ACCOUNT COMBINATION**

If you are in breach of an obligation to pay money to Citibank, may be insolvent, or after your death or incapacity, we may set-off amounts that we owe each other or combine your Account with any one or more of your accounts with us. The consequence of accounts being combined will be that one balance remains and if that is a debit balance, you will remain liable to us for that amount. The consequence of "set off" is that amounts that we owe to each other are reduced by the same amount. We will not exercise these rights so as to cause a liability to become secured if we agreed that it would not be secured. If we decide to exercise these rights and have not given you prior notice we will tell you promptly afterwards.

## **10. CLOSURE OF ACCOUNT**

### **10.1 Circumstances beyond Citibank's control**

Citibank may terminate your Account and, where legally permitted, return any credit balance and accrued interest (where the combination of the credit balance and accrued interest is \$5 or more) to you if:

- (1) Citibank determines in good faith that the performance of Citibank's obligations under these terms and conditions has, or will become, in circumstances beyond Citibank's reasonable control, impossible, unlawful, illegal or otherwise prohibited as a result of compliance with any applicable present or future

law, rule, regulation, judgment, order or directive of any government, administrative, legislative or judicial power or authority, or to comply with any law (whether domestic or foreign), including any Foreign Reporting Requirements; or

- (2) Citibank determines that to leave the Account open has caused or may cause reputational damage to Citibank; or
- (3) any actual or proposed event that may reasonably (in Citibank's opinion) be expected to lead to any of the events referred to in paragraph (1) or (2) occurring.

10.2 Where Citibank terminates your Account in the circumstances described in 10.1, any credit balance (the balance determined by including accrued interest not yet credited) of less than \$5 at the date of termination will not be returned to you. If the balance of your Account is \$5 or more at the date of termination, Citibank will forward a cheque to your last notified mailing address with the Account balance plus any accrued interest not included in the balance, less any agreed fees and charges.

#### 10.3 Citibank's general right to close your Account

Without limiting clause 10.1, but subject to clauses 10.4 and 10.5, Citibank reserves the right to close your Account at any time by giving you 30 days written notice to your last notified mailing or email address. In certain circumstances, Citibank may also give notice by newspaper advertisement. If Citibank exercises its discretion to close your Account, any credit balance (the balance determined by including accrued interest not yet credited) of less than \$5 at the date of closure will not be returned to you. If the balance of your Account is \$5 or more at the date of closure, Citibank will forward a cheque to your last notified mailing address with the Account balance plus any accrued interest not included in the balance, less any agreed fees and charges.

#### 10.4 Inactive Accounts in debit or with a nil balance

If your Account has not been operated on by deposit or withdrawal for a period of at least 6 months and your account is either in debit (apart from a secured overdraft) or has a nil balance, Citibank may close your Account without any prior written notice to you.

Where your Account is in debit (apart from a secured overdraft) and your Account remains overdrawn for more than 60 days, Citibank may close your account without prior notice. Closing your account will not waive or release any debt owed to Citibank.

Where you have opened a new account, a deposit must be made to your new account within 90 days. If we do not receive your initial deposit within this time, we may close your account without any notice to you.

#### 10.5 Unclaimed monies

If your Account has not been operated on for a period of at least 7 years (either by deposit or withdrawal), Citibank may close your Account and transfer the balance to the Commonwealth Government as unclaimed monies, where the account balance is greater than or equal to \$500. Citibank will provide you with at least 30 days' prior written notice to your last notified mailing or email address before taking this action.

#### 10.6 Closure by you

If you have requested Citibank to close your Account, any credit balance of less than \$5 (the balance determined by including accrued interest not yet credited) at the date of closure will not be returned to you. If the balance of your Account is \$5 or more, Citibank will forward a cheque to your last notified mailing address for the amount totalling the balance plus any accrued interest not included in the balance, less any agreed fees and charges, unless you notify Citibank of any other instructions regarding remitting the funds.

10.7 Notwithstanding any other provision of this clause 10, Citibank may terminate your Account to comply with any Foreign Reporting Requirements.

### 11. NON-RESIDENT DECLARATION

- (1) If you are a non-resident, you must declare that you are a non-resident at the time that you open your Account. In the event that your non-resident status changes, you must undertake to inform Citibank in writing immediately of your change in status.
- (2) You will be asked to certify under penalties of perjury that:
  - (a) you are not a citizen or resident of the United States of America (USA); and

- (b) you have not been, nor do you expect to be present in the USA for a period aggregating 183 or more days during any calendar year.
- (3) if your status as an exempt foreign person changes, you must notify Citibank in writing immediately and in any event within 30 days from the date of change.
- (4) For the purpose of this clause 11, “non-resident” means not a resident of Australia and “a resident of Australia” means:
  - (a) A person, other than a company, who resides in Australia and includes a person:
    - (i) Whose domicile is in Australia, unless the Commissioner of Taxation is satisfied that his or her permanent place of abode is outside Australia;
    - (ii) Who has actually been in Australia continuously or intermittently, during more than one-half of the year of income, unless the Commissioner of Taxation is satisfied that his or her usual place of abode is outside Australia and that he or she does not intend to take up residence in Australia; or
    - (iii) Who is:
      - (A) A member of the superannuation scheme established by deed under the Superannuation Act 1990;
      - (B) An eligible employee for the purpose of the Superannuation Act 1976; or
      - (C) The spouse, or a child under 16, of a person covered by sub-paragraph (A) or (B).
  - (b) A company which is incorporated in Australia, or which, not being incorporated in Australia, carries on business in Australia, and has its central management and control in Australia, or its voting power controlled by shareholders who are residents of Australia.

## 12. CODE OF BANKING PRACTICE

If the Code of Banking Practice applies to your Account, Citibank will observe the standards set out in the Code. Citibank will provide you with a copy of the Code of Banking Practice on request.

## 13. CONFIDENTIALITY

13.1 Citibank acknowledges that, in addition to its duties under the Privacy Act 1988, it has a general duty of confidentiality towards you, except in the following circumstances:

- (1) Where disclosure is compelled by law (whether domestic or foreign); or
- (2) Where there is a duty to the public to disclose; or
- (3) Where Citibank's interests require disclosure; or
- (4) Where disclosure is made with your express or implied consent.

## 14. COMPLAINTS

### 14.1 Internal Dispute Resolution

- (1) Citibank has an internal process for handling disputes with you. This process will be provided to you free of charge and will meet the relevant standards set out in the Code of Banking Practice. Citibank will provide to you written reasons for Citibank's decision on a dispute.
- (2) Upon receiving written notice of your complaint, Citibank will notify you of the name and contact number of the person who Citibank appoints to investigate your claim.
- (3) Within 21 days of becoming aware of a dispute, Citibank will:
  - (a) Complete the investigation and advise you of the outcome of the investigation; or
  - (b) Advise you of Citibank's need for more time to complete the investigation.
- (4) Unless there are exceptional circumstances, Citibank will complete its investigation within 45 days of receipt of the dispute.
- (5) If Citibank is unable to resolve a dispute within 45 days, Citibank will:
  - (a) Inform you of the reasons for the delay;
  - (b) Provide you with monthly updates on the progress of the dispute; and

(c) Specify a date when a decision can reasonably be expected, unless Citibank is awaiting for a response from you which Citibank has told you Citibank requires.

(6) Citibank will provide to you all of the above information in writing unless it has been mutually agreed that it can be given verbally.

#### 14.2 External Dispute Resolution

Citibank has available for you an external impartial process for resolving disputes. This process will be free of charge and available to you in accordance with its terms of reference.

### 15. FINANCIAL DIFFICULTY

You should inform Citibank as soon as possible if you are in financial difficulty.

### 16. NOTICES

16.1 Unless otherwise provided in this document and also where you have specifically agreed to receive this material electronically, Citibank will send all notices including the statements of account to the most recent mailing address received from you. You must notify Citibank of any changes to your mailing address in writing.

16.2 Any notice or statement to be given or demand to be made to you under these terms and conditions:

- (1) Will be effectively signed on behalf of Citibank if it is executed by Citibank, any of Citibank's officers, Citibank's solicitor or Citibank's attorney;
- (2) May be served by being delivered personally to, by being left at, or by being posted in a prepaid envelope or wrapper to your address, or by being emailed to your e-mail address, as notified to Citibank or your registered office, place of business, or residence last known to Citibank.

16.3 A demand or notice, if:

- (1) posted will be deemed served two Business Days after posting;

(2) sent by electronic transmission, will be deemed served on conclusion of transmission.

Provided we send an electronic communication using contact details most recently provided to us by you, service by any of these methods will be valid even if you do not receive the document or if the document is returned to Citibank unclaimed.

16.4 In the event that Citibank determines that it is unable to contact you, and/or based on any legal requirements, it may restrict the ability for transactions to be conducted in relation to your Account.

## **17. VARIATION**

17.1 Citibank may at any time vary the terms and conditions of your Account by giving you reasonable written notice, either by mail or to your email address.

17.2 Alternatively, notice may be provided by an advertisement in the media where this method is permitted by the Code of Banking Practice (and, if relevant, the ePayments Code).

17.3 Citibank will provide at least 30 days' prior notice if it:

- (1) increases the amount of a fee or charge or introduces a new fee or charge (other than a government charge);
- (2) varies the minimum balance to which an account keeping fee applies;
- (3) varies the method by which interest is calculated;
- (4) varies the balance ranges within which interest rates apply;
- (5) varies the frequency with which interest is credited.

17.4 If Citibank notifies you of a variation to the terms and conditions of your Account and you do not wish to continue your Account you should notify us that you wish to close your Account.

## **18. GENERAL PROVISIONS**

18.1 Invalid or unenforceable provisions

If a provision of these terms and conditions is invalid or unenforceable in a jurisdiction, it is to be read down or

severed in that jurisdiction to the extent of the invalidity or unenforceability, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

## 18.2 Waiver and exercise of rights

A single or partial exercise of a right by Citibank does not preclude another exercise or attempted exercise of that right or the exercise of another right. Failure by Citibank to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

## 18.3 Assignment and Transfer of interests

The rights and obligations under these terms and conditions may not, without Citibank's prior consent:

- (1) Be assigned (whether in law, in equity or otherwise) by you.
- (2) Be made the subject of any encumbrance, charge, pledge, trust or fiduciary obligation, and any action that purports to do so is invalid, void and without effect as between you, Citibank and any third party.

Citibank may assign its rights and obligations under these terms and conditions to an affiliate, including Citigroup in order to comply with any law (whether domestic or foreign), including complying with any Foreign Reporting Requirements.

## 18.4 Recording Conversations

Conversations between any officer or employee of Citibank and you or any other person authorised to operate your Account may be recorded. We may use the recording (or any transcript of the recording) in any proceedings that may be commenced in connection with these terms and conditions.

## 18.5 Governing law and Jurisdiction

These terms and conditions are intended to be interpreted in accordance with Australian laws. Citibank and you agree not to attempt to involve any court or tribunal in a dispute touching on these terms and conditions other than a court or tribunal established under Australian laws.

## 19. INTEREST

### 19.1 Interest Rate

The interest rate applicable to your Account may vary on a daily basis and is tiered by reference to the account balance.

Details of the current interest rate applicable are available by contacting CitiPhone Banking **13 24 84**. You can obtain or access a copy of the Interest Rate Sheet, which forms part of this document and contains current interest rates.

### 19.2 Interest Calculation

Interest is calculated on the daily balance of your Account from the Value Date. Interest will be credited to your Account once each month, paid in arrears. For these calculations, the number of applied days in the year is 365 days except for leap years where it will be 366.

## 20. OPERATING YOUR ACCOUNT

### 20.1 General

Unless otherwise provided in this clause, you may operate your Account by all or any of the means set out in this clause. Citibank may approve other means of giving instruction or operating your Account subject to any additional terms and conditions Citibank may impose.

### 20.2 Citibank Online

You may operate your Account on the internet using the Citibank Online internet banking facility, subject to the Citibank Online terms and conditions which are available at [www.citibank.com.au](http://www.citibank.com.au), and provided that you have authorised any one person to operate the Account.

### 20.3 Debit Card

You may operate your Account using Debit Card facilities provided that you have authorised any one person to operate the Account. A Debit Card may be supplied for each Account subject to the terms and conditions that apply to your Debit Card unless you provide Citibank with a written request to the contrary. You may need to nominate which of your Accounts can be accessed using your Debit Card.

The terms and conditions of your Debit Card will be supplied to you together with your Debit Card.

#### 20.4 CitiPhone Banking

Access to CitiPhone Banking is limited to obtaining account balance information where more than one person is required to operate the Account jointly.

#### 20.5 Cheques

Cheque facilities will be supplied.

### 21. WITHDRAWAL OF FUNDS

21.1 (1) A cheque;

(2) A Debit Card;

(3) A periodic payment or direct debit;

(4) Electronic funds transfer using Citibank Online, CitiPhone Banking or, BPAY® facilities; or

(5) Such other methods as Citibank may approve from time to time.

21.2 You may instruct Citibank in writing to perform any of the above withdrawals should you be unavailable to visit a Citibank branch.

### 22. STATEMENTS

#### 22.1 Paper Statements

Unless provided otherwise in this clause 22.2, a detailed statement will be sent to your nominated address each month. You may also access the statements for a period of up to three years for your Account at **[citibank.com.au](http://citibank.com.au)**.

#### 22.2 Electronic Statements

(1) In the application to open a new Account, you may be requested to agree to Citibank providing you with statements, other notices and other information relating to your Account either:

(a) By email; and/or

(b) By making the statement, notice or information available at our website, provided:

(i) Citibank alerts you by email to the availability of this information; and

- (ii) Citibank provides you with the ability to readily retrieve and retain this information. Citibank may also offer to provide you with electronic statements, other notices and other information relating to your Account in the manner specified in this clause 22.2(1) for an existing Account.
- (2) If you agree to receive statements and other notices and information relating to your Account by email or other electronic form, you will not receive a paper copy of statements, notices or information relating to your Account, unless you specifically request it.
- (3) Subject to paragraph (7) below, you may cancel your authorisation to receive statements, notices or other information relating to your Account by email at any time, or by contacting CitiPhone Banking.
- (4) Citibank will send all notification of statements and other notices and information to the most recent email address that you have supplied to Citibank. You must ensure that you notify Citibank of any change in your email as soon as possible. You may do this online at [citibank.com.au](http://citibank.com.au) or by contacting CitiPhone Banking.
- (5) You may request a paper copy of any statement, notice or other information relating to your Account provided to you by email or other electronic form within 6 months from the date of receipt of a statement or of the electronic communication. Citibank may charge you a reasonable fee for the cost of the paper copy.
- (6) You can print and save a copy of any notice or other document provided to you electronically. You are responsible for ensuring that you maintain the appropriate software and hardware, including printer, to access, view, retrieve, print and save a copy of such documents if you wish. To see and keep the information subject to this agreement, you will need a web browser that meets Citibank's site security requirements. Refer to Citibank's website for details.
- (7) Subject to the other provisions of this clause 22, electronic statements are only available where you have Citibank Online access.

## 23. LIABILITY OF ACCOUNT HOLDER

23.1 You are solely responsible to Citibank for any liability incurred on or in respect of your Account, including any liability that arises from Citibank acting on your instructions or in accordance with any Authority to Operate.

23.2 Any amount overdrawn on your Account will be a debt owed to Citibank and will be repayable immediately.

Citibank is entitled to apply a charge to your Account made up of an initial fee and interest at a rate determined by Citibank (and published on [citibank.com.au](https://www.citibank.com.au)) until the overdrawn amount is repaid.

