

# Citi Shop<sup>SM</sup> Terms and Conditions

## INTRODUCTION AND OVERVIEW

These Terms and Conditions are a legal agreement between you and Citibank, N.A. (“Citibank”, “Citi”, “we”, “us”, or “our”) that govern your access to, and use of (i) Citi Shop<sup>SM</sup>, including browser extensions, websites, the Dashboard, and communications (the “Program”), and (ii) your eligible Citibank physical or virtual credit card issued in the United States (“Card Account”) for use in the Program.

Please read these terms carefully in their entirety. By participating in the Program, you acknowledge that you have read and understood these Terms and Conditions and that you agree to be bound by all of its terms. If you do not agree to these Terms and Conditions, you may not use the Program. You consent to receiving these Terms and Conditions electronically. These Terms and Conditions supersede any prior Citi terms and conditions you may have agreed to with respect to access to, and the use of, the Program. These Terms and Conditions may be periodically updated or modified, and by continuing to use the Program, you agree to be bound by all updates and modifications. You also acknowledge that the Citi Privacy Notice governs.

## DEFINITIONS AND RELATION TO OTHER AGREEMENTS

The terms “you” and “your” throughout these Terms and Conditions refer to primary cardholders with an eligible Citibank Card Account who participate in the Program.

**Definitions.** The following terms, when used in these Terms and Conditions, have the meanings below:

- **Card Account:** An eligible physical or virtual credit card issued in the United States by Citibank that you use to participate in the Program.
- **Card Agreement:** Your contract with us that governs the use of your Card Account.
- **Citi Shop Dashboard:** A display of your Program activity on the Citi website or within the Citi Mobile App, including the Percent Back or Amount Back you have earned.
- **Eligible Amount:** The portion of your purchase amount, excluding sales tax, fees, and shipping, that is eligible to earn a Percent Back or Amount Back, as determined by merchants’ Offer terms and conditions and exclusions.
- **Enrolled Card:** The Card Account that you register in the Program to use as a payment option at checkout and to receive the Percent Back or Amount Back as a statement credit.
- **Offer(s):** Merchant offers such as coupon codes and Percent Back or Amount Back that you may earn in the form of a statement credit.
- **Percent Back or Amount Back:** The amount you earn as a statement credit when activating an Offer.
- **Program:** The Citi Shop experience including browser extensions, websites, the Dashboard, and communications.

Your use of your Card Account within the Program is governed by the applicable Card Agreement between you and us in connection with each Card Account. The applicable terms of the Card Agreement are incorporated by reference as part of these Terms and Conditions. The Card Agreement may contain a binding arbitration provision that affects your rights with respect to your use of such Card Account.

## WHO CAN USE THE PROGRAM

You must be a primary cardholder and have an eligible Card Account that is open and not in default to participate in the Program. We will determine, in our sole discretion, which cards are eligible for use in the Program. We may, in our sole discretion, refuse to offer the Program to any person or entity and change eligibility criteria at any time.

## HOW THE PROGRAM WORKS

**a. Browser Plug-In/Extension:** As part of the Program, you download a browser extension to your eligible desktop or mobile browser that may deliver Offers including a Percent Back or an Amount Back in the form of a statement credit at a variety of merchants (not affiliated with Citi) and coupons to various merchants (also not affiliated with Citi). Access to the Program is provided to you for free. We make money when you activate Offers and use the Program. Citi's third-party provider strives to provide the best available Offers and coupons, however, they may not always find the best one. Citi is not responsible for any missed Offers or coupons.

The extension is available on Chrome, Edge, Safari, and through Safari on iOS. It is not available on Android. To use the browser extension on your iOS device, you must have the latest version of iOS and the Citi Mobile App installed on your iPhone. You consent to automatic upgrading of the browser extension on your device and agree that these Terms and Conditions of this Agreement will apply to all such upgrades. If you choose to install the extension on multiple browsers or devices, you will need to download the extension separately on each device. If you've downloaded the extension to a browser and multiple devices have that same browser which are set to sync, updates to the extensions will sync; however, your activity will not. For example, if you're checking out on a merchant page and have activated an Offer, you will have to activate the Offer again (if available) if you've moved to a new device to complete checkout.

**b. User Accounts:** To use the Program, you must create a Citi Shop account using your Citibank online login credentials from an eligible Card Account. You may be required to take additional steps to authenticate yourself before your Card Account is added to the Program. By using your login credentials, Citi will check your Card Account for eligibility for the Program and confirm your Card Account is open and not in default under the terms of your Card Agreement.

You must complete enrollment in the Program by selecting your Enrolled Card. Your ability to earn Percent Back or Amount Back will depend upon you selecting your Enrolled Card.

You are solely responsible for all activities that occur through your use of the Program. You shall not use the Program for any illegal or unauthorized purpose. You are responsible for monitoring your Card Account, for changing your password periodically, and for notifying Citi immediately of any unauthorized use of your Card Account or if your card is lost or stolen. You must call us if you think someone has used or may use your Card Account without permission.

You may be responsible, either in whole or in part for any transactions made on your account if you permit another person to provision your Card Account in the Program.

**c. Enrolling a Card:** Once you've downloaded the extension and logged in with your Citibank online credentials and are deemed eligible for the Program, you must select a Card Account to enroll in the Program. This Enrolled Card will be the Card Account used to receive your Percent Back or Amount Back statement credits. Citi Shop statement credits are applied toward your Card Account statement balance, and not toward your minimum payment due. You must still

make the required minimum payment due on your Card Account. Please see your Credit Card Agreement for more details on minimum payment due. After enrollment, if you want to select a different Card Account as your Enrolled Card, you may do so within the Program. You are not required to use this Enrolled Card to earn a Percent Back or Amount Back. If you use another payment method at checkout, the Enrolled Card will still receive any earned Percent Back or Amount Back statement credits from that transaction. If your Enrolled Card is closed or in default, you may not be able to use the Program or receive statement credits. If you have another eligible Card Account, you may enroll that Card Account. We have the right to manage, modify, restrict, or eliminate statement credits based on your Card Account status.

e. Citi Shop Dashboard: The Citi Shop Dashboard will present you with your activity in the Program, including the payment status of your statement credits.

### **CITI SHOP OFFERS**

a. Offers: The Program enables you to access Offers subject to the terms and conditions herein. Offers may include coupons, a Percent Back, or Amount Back from merchants in the form of a statement credit. Merchants are solely responsible for Offers. Offers will only be presented for merchants that participate in the Program. Merchants determine the terms of the Offer, including but not limited to, what items or services qualify for the Offer and what items or services are excluded from the Offer. The Percent Back or Amount Back you may earn is calculated based on the Eligible Amount, which excludes sales tax, fees, and shipping costs you may pay as part of your purchase. Citi is not responsible for products and services offered by third parties and is not responsible for merchants' actions or failure to act in connection with Offers. We do not warrant that Offers, product descriptions, or related merchant information or terms and conditions shown in the Program are free from errors or omissions. Offers change and expire, and all Offers are subject to change without notice. Offers may not be eligible for any or all items or services within your purchase, based upon merchant terms and conditions and exclusions. Offers may vary based upon the Card Account you select as your Enrolled Card. Once you have activated and used an Offer on a merchant transaction, you cannot request that the Offer be changed to or exchanged for another Offer on that same transaction. Offers covered by this Program are not gift certificates, store gift cards, or general-use prepaid cards.

We will not be able to determine the amount of your statement credit until after you make your purchase. You must follow the Program instructions to activate the Offer, complete the purchase, and complete any other qualifying actions. If we are unable to track your completed actions, or the applicable merchant does not fulfill its obligations, then we may not provide statement credits associated with that transaction to you. Your attempt to activate the Percent Back or Amount Back Offer may fail if the methods we use to attribute earnings to you are overwritten or disabled by your device, browser, ad-blocking software, other services you use which activate affiliate tracking, or failure by the extension, merchant, or merchant's affiliate network to properly track your transaction. Your device, browser or ad-blocking software, or other services you use which activate affiliate tracking, may overwrite or disable the methods we use to attribute earnings to you. Merchants may have technical failures which result in transactions failing to be tracked or attributed to you.

Each purchase you make is a contract between you and the merchant. The merchant's terms and conditions will control that transaction. This doesn't mean that we trust or guarantee anything about any merchant. We can't guarantee that any merchant is reputable or that the

merchant will securely process the transaction. Citi is not responsible for merchants' actions, interpretations, and/or application of their policies and practices.

We have the right to manage, modify, restrict, or eliminate merchants and Offers without notice to you and we have no liability for exercising that right. We are not liable to you for any damages or claims that may arise from the loss or use of your Offers.

**b. Percent Back or Amount Back Offers:** The Program may present Percent Back or Amount Back Offers when you are shopping on a merchant's website. You may earn a Percent Back or Amount Back on the Eligible Amount, which excludes sales tax, fees, and shipping costs, at participating merchants by activating the Percent Back or Amount Back Offer and then completing the merchant checkout of eligible items. Once an Offer is activated, you must complete the qualifying purchase(s) immediately, as Offers may change or expire without notice. If an Offer changes or expires, you must reactivate an Offer (if still available) prior to making your qualifying purchases to receive your Percent or Amount Back. Some items or services within your purchases may not earn Percent Back or Amount Back and you are not guaranteed to earn a Percent Back or Amount Back from a purchase.

When you activate a Percent Back or Amount Back Offer and complete a purchase of eligible items or services at participating merchants, this may generate a pending Percent Back or Amount Back, which is conditional until confirmed as described herein. Any information sent to you, such as a notification, email or account message displayed within the Dashboard regarding a Percent Back or Amount back is conditional until a statement credit is issued and shall not create a contractual obligation. Once your Percent Back or Amount Back transaction reaches paid status, we will remit your statement credit to your Enrolled Card Account. Statement credits typically post to your Card Account within two to three business days, however, may take up to one to two billing cycles to appear on your billing statement once they've reached paid status. We reserve the right to change the frequency and timing of Percent Back or Amount Back statement credits without notice to you.

**c. Coupons:** The Program may present coupons when you are shopping on a merchant's website. Coupons will only be presented if a merchant also has a Percent Back or Amount Back Offer available within the Program, which may or may not apply to your transaction. You may use a coupon at participating merchants by activating the coupon and then completing the checkout of eligible items. By using a coupon, you may also be eligible for Percent Back or Amount Back Offers on the same transaction. We do not guarantee that a coupon will apply to your transaction or that a coupon will be available.

#### **LICENSE AND RESTRICTIONS**

We and our third-party providers own and retain all intellectual property rights to any protectable part of the Program, including but not limited to design, artwork, technology, software, functionality, and documentation. You shall not directly or indirectly: (i) copy, modify, or reverse engineer any part of the Program; (ii) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Program; (iii) modify, translate, or otherwise create derivative works of any part of the Program; or (iv) rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You acknowledge that you obtain no intellectual property rights in Citibank's trademarks, service marks, trade names, URLs, copyrighted material, patents, and patent

applications, and agree not to challenge Citibank's and our third-party providers' proprietary rights.

You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Program or any activities conducted in the Program; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Program; (iv) run any form of auto-responder or "spam" in the Program; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any part of the Program; (vi) harvest or scrape any content from the Program; or (vii) otherwise take any action in violation of our guidelines and policies.

You acknowledge that the browser extension is provided by Citibank's third-party provider. Citibank, through its third-party provider, grants to you a non-exclusive, non-transferable, non-assignable license (without the right to sublicense or distribute) to install and use its browser extension for your personal shopping use only in connection with the Program and only in the form and format provided by Citibank. Without limiting the foregoing, Citi, Citi and Arc Design and certain other marks used in the Program are service marks of Citigroup Inc. or its affiliates, used and registered throughout the world.

#### **CUSTOMER SERVICE**

If you have questions about the Citi Shop Program, you may access details on the Citi Mobile® App or Citi® Online. You can also contact Customer Service using the contact information on the back of your credit card.

#### **TERMINATION OF USE**

We may terminate your access to all or any part of the Program at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your use of the Program and cancellation of any Percent Back or Amount Back which remain unpaid. All provisions of these Terms and Conditions which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

#### **CONSENT TO ELECTRONIC COMMUNICATIONS**

By using the Program, you consent to receiving electronic communications that relate to your Card Account and the Program which may include emails, text messages, push notifications through the browser extension, app notifications, and other forms of servicing communications, such as messages relating to customer service inquiries, Offer status, payment information, and third-party notices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

You are solely responsible for all fees charged by your telecommunications service provider or any other service provider related to your use of the Program, including without limitation any SMS / text messaging fees, data charges, and other fees.

#### **MARKETING**

By using the Program, we may market our services and products and the services and products of third parties which relate to the Program to you including by email and directly on websites through the use of banner ads, links, and other similar marketing devices.

#### **LIMITATION OF LIABILITY**

We reserve the right, in our sole discretion, to correct errors with the amount of any Percent Back or Amount Back Offer statement credit. By using the Program, you accept this condition. If we incorrectly apply an Offer or statement credit to your Card Account, or make any other error regarding your Citi Shop account, you agree that we may correct the error. We may correct the error by adjusting your pending or paid statement credits, requiring you to repay us for any credits, or taking other actions we determine are appropriate to correct the error. You agree to cooperate with us to correct any of these errors. We reserve the right at any time to cancel, modify, or restrict any aspect of the Program, and we reserve the right to apply such changes retroactively to any Percent Back or Amount Back which are accrued but not yet paid.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR PROCESSORS, SUPPLIERS, OR LICENSORS (OR OUR OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE PROGRAM, INCLUDING YOUR USE OF YOUR CARD ACCOUNT OR OTHER PAYMENT METHODS IN CONNECTION WITH THE PROGRAM. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF YOUR CITI SHOP ACCOUNT, CARD ACCOUNT OR OTHER PAYMENT METHODS WITHIN THE PROGRAM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR PROCESSORS, SUPPLIERS, AND LICENSORS (AND OUR AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE PROGRAM, INCLUDING YOUR USE OF YOUR CARD ACCOUNT OR OTHER PAYMENT METHODS IN CONNECTION WITH THE PROGRAM; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PROGRAM; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE PROGRAM BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE PROGRAM; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL WE, OUR PROCESSORS, AGENTS, SUPPLIERS, OR LICENSORS (OR OUR OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$500.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

#### **INDEMNITY**

You will indemnify, defend, and hold us harmless (and our employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this Terms and Conditions, including any violation of our policies; (ii) your wrongful or improper use the Program, including willful misconduct or fraud; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States or any other country; and (v) any other party's access or use of the Program that you have permitted, with your Card Account or other payment methods.

#### **REPRESENTATION AND WARRANTY**

You represent and warrant to us that: (i) the Enrolled Card is your Card Account; (ii) you have the authority to authorize the receipt of notices, calls and text messages from Citibank at the phone number you provide if you choose to receive such notices; (iii) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; (iv) you will not use your Card Account through the Program for any fraudulent undertaking or in any manner so as to interfere with the operation of the Program; and (v) your use of your Card Account in connection with the Program will comply with these Terms and Conditions and your Card Agreement.

#### **GOVERNING LAW**

The same laws that govern your account relationships with Citibank, N.A. as explained in your Card Agreement, shall govern these Terms and Conditions.

#### **ADDITIONAL TERMS**

These Terms and Conditions are the entire agreement between you and us with respect to the Program and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Program. If any provision of these Terms and Conditions is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms and Conditions will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.

We reserve the right, in our sole discretion, to modify or replace any of these Terms and Conditions, or change, suspend, or discontinue the Program at any time by posting updates

and/or changes to the Program or by sending you notice through the Program, via email or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Program without notice or liability. You shall be responsible for reviewing and becoming familiar with any such modifications, including by checking these Terms and Conditions periodically for changes. Your continued use of the Program following notification of any changes to these Terms and Conditions constitutes acceptance of those changes.

These Terms are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without your consent.