

NTB CREDIT CARD DISCLOSURES**Interest Rates and Interest Charges**

Annual Percentage Rate (APR) for Purchases	28.99% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	29.95% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.99.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .

Fees

Annual Fee	None
Transaction Fees	<ul style="list-style-type: none"> • Cash Advance: Either \$10 or 5% of the amount of each cash advance, whichever is greater. • Foreign Purchase Transaction: 3% of each purchase transaction in US dollars.
Penalty Fees	<ul style="list-style-type: none"> • Late Payment: Up to \$35. • Returned Payment: Up to \$35.

How We Will Calculate Your Balance: We use a method called "daily balance (including current transactions)." See the Additional Disclosures for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the Additional Disclosures.

The information about the costs of the card described in this application is accurate as of August 30, 2010. This information may have changed after that date. To find out what may have changed, write to us at Citibank (South Dakota), N.A., P.O. Box 6403, Sioux Falls, South Dakota 57117.

TERMS AND CONDITIONS OF OFFER

- This offer is only valid for new accounts. You must be at least 18 years of age. If you are married, you may apply for a separate account. Citibank (South Dakota), N.A. is the issuer of your account.
- Federal law requires us to obtain, verify and record information that identifies each person who opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process the application, we must have your name, street address, date of birth and other identifying information, and we may ask for identifying documents from you as well.
- We may gather information about you, including from your employer, your bank, credit bureaus, and others, to verify your identity and determine your eligibility for credit, renewal of credit, and future extensions of credit. If you ask us, we will tell you whether or not we requested a credit bureau report, and the names and addresses of any credit bureaus that provided us with such reports.
- You authorize us to share with the retailer for whom this card is issued, and its affiliates, experiential and transactional information regarding you and your account.
- To receive a NTB credit card, you must meet our credit qualification criteria. Your credit limit will be determined by a review of your credit report. You will be informed of the amount of your credit limit when you receive your card. Please note that cash advances may be limited to a portion of your credit limit.
- Please see the enclosed Additional Disclosures for important information.

Deferred Interest Promotional Offers on the NTB card

From time to time, as a NTB card holder you may be offered special limited time only deferred interest promotional offers.

Deferred Interest promotional offers include the following types of offers:

- No Interest if Paid in Full in 6 Months
- No Interest if Paid in Full in 12 Months
- No Interest if Paid in Full by specified date

If the balance is not paid in full by the end of the promotional period (or, to the extent permitted by law, if you make a late payment), interest charges will be imposed from the purchase date at the purchase rate on your account which is 28.99% APR. This APR is as of 08/30/2010 and will vary with the market based on the Prime Rate.

These offers are not available all the time and may be limited to specific merchandise and/or have a minimum payment and purchase requirements as disclosed in the offer.

Your card agreement, the terms of the offer and applicable law govern these transactions including increasing APRs and fees and termination of the promotional period.

Additional Disclosures

These Additional Disclosures include the NTB Disclosures. Keep this document for your records. If you are approved for credit, you will receive a Card Agreement with your card.

Definitions

account means the relationship established between you and us by the Agreement if you are approved for credit.

APR means an annual percentage rate.

card means one or more cards or other access devices that we give you to get credit under these Additional Disclosures or the Agreement. This includes account numbers.

Card Agreement (or Agreement) means the contract between you and us. It will govern the use of your card and account if you are approved for credit.

we, us, and our mean Citibank (South Dakota), N.A., the issuer of the account.

you, your, and yours mean the person who applies to open the account. It also means any other person responsible for complying with these Additional Disclosures or the Agreement.

APRs

Variable APRs Based on Prime. If any APR is based on the U.S. Prime Rate ("Prime Rate"), the APR will equal the Prime Rate plus an additional amount. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. For each billing cycle we use the Prime Rate published in *The Wall Street Journal* two business days before the Statement Closing Date. If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing cycle for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If *The Wall Street Journal* does not publish the Prime Rate, we will use a similar published rate.

APR for Purchases. The APR for regular purchases is variable. It equals the Prime Rate plus 25.74%. As of 08/30/2010, this Annual Percentage Rate is 28.99%. This APR equals a daily periodic rate of 0.07942%.

APR for Cash Advances. The APR for regular cash advances is variable. It equals the Prime Rate plus 26.70%. As of 08/30/2010, this Annual Percentage Rate is 29.95%. This APR equals a daily periodic rate of 0.08205%.

Effect of APR Increases. If an APR increases, interest charges increase. Your minimum payment may increase as well.

Promotions

We may offer promotional terms for all or a part of any balances. Any promotional terms may apply for a limited period of time. They will be governed by the terms of the promotional offer and the Agreement. Your promotional terms will end when the promotional period expires or, to the extent permitted by law, if you make a late payment. The promotional offer will tell you if we require a separate minimum payment on the promotional balance.

If a promotional offer is a deferred interest offer, no interest charges will be imposed on the deferred interest balance if you pay the balance in full by the end of the promotional period for that deferred interest balance. We will impose interest charges on the deferred interest balance at the APR for regular purchases from the date of purchase if you do not pay the balance in full by the end of the promotional period.

Interest Charges Based on APRs

How We Determine the New Balance. Your billing statement shows the New Balance. This is the total amount you owe us on the Statement Closing Date. To determine the New Balance, we begin with the total balance at the start of the billing cycle. We add any purchases or cash advances. We subtract any credits or payments. We then add any interest charges or fees and make other adjustments.

Interest Charges. We impose interest charges when we apply APRs to your account balances. We do this every day by using a daily periodic rate. To get a daily periodic rate, we divide the APR by 365.

When Interest Charges Begin. We begin to impose interest charges the first day we add a charge to a daily balance. The charges we add to a daily balance include purchases and cash advances. They also include interest charges and fees. We continue to impose interest charges until we credit your account with full payment of the total amount you owe us.

Grace Period on Purchases. You can avoid interest charges on purchases, but not on cash advances. This is called a grace period on purchases. The grace period is at least 25 days. To get a grace period on purchases, you must pay the New Balance by the payment due date every billing cycle. If you do not, you will not get a grace period until you pay the New Balance for two billing cycles in a row.

If you have a balance subject to a deferred interest promotion or 0% promotion and that promotion does not expire before the payment due date, that balance (the "excluded promotional balance") is excluded from the amount you must pay in full to get a grace period. However, you must still pay any separately required payment on the excluded promotional balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases so long as you pay the New Balance less any excluded promotional balances in full by the payment due date each billing cycle.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

Calculation of Interest Charges - Daily Balance Method (Including Current Transactions). We calculate interest charges each billing cycle. To do this:

- We start with each of your different balances. These balances include, for example, regular purchases, regular cash advances, and different promotional balances. (Purchases made under the same promotional terms, including APR and expiration date, will be part of the same promotional balance.)
- We calculate the daily balance for each of your different balances. To get a daily balance, we start with the balance as of the end of the previous day. We add any interest charge on the previous day's balance. (This results in daily compounding of interest charges.) We add any new charges. We then subtract any new credits or payments.
- We multiply each daily balance by the daily periodic rate that applies to it. We do this for each day in the billing cycle. This gives us the daily interest charges for each of your different balances.
- We add up all the daily interest charges. The sum is the total interest charge for the billing cycle.
- You authorize us to round the total interest charge to the nearest cent.

When we calculate daily balances, we add a purchase or cash advance as of the Transaction Date. (The Transaction Date for a cash advance is the date we get a request to complete a cash convenience check. When you send a cash convenience check directly to someone, the Transaction Date is the date we receive the check for payment. The Transaction Date is on the billing statement.) We add a transaction fee to the same balance as the transaction. We subtract a payment or credit as of the day it is credited to the account and then make other adjustments. We treat a credit balance as a balance of zero.

Minimum Interest Charge. If we charge you interest, the charge will be no less than \$2.99. We add the charge to the regular purchase balance or allocate it among one or more of the balances that accrues interest.

Balance Subject to Interest Rate. Your statement shows a Balance Subject to Interest Rate. It shows this for each different balance. The Balance Subject to Interest Rate is the average of the daily balances during the billing cycle. A billing cycle begins on the day after the Statement Closing Date of the previous billing cycle. It includes the Statement Closing Date of the current billing cycle.

Fees

Transaction Fee for Cash Advances. You take a cash advance if you use a cash convenience check; get money through an automated teller machine (ATM); or get money through home banking or a financial institution. You also take a cash advance if you make a wire transfer; buy a money order, traveler's check, lottery ticket, casino chip, or similar item; or engage in a similar transaction. For each cash advance we add a transaction fee of 5% of the amount of the cash advance, but not less than \$10.

Late Fee. We may add a late fee for each billing cycle in which you have a past due payment. For late fee purposes, you have a past due payment any time you fail to pay the Minimum Payment Due by the payment due date. The fee will be \$25; or \$35 for any additional past due payment during the next six billing cycles after a past due payment. However, the fee will not exceed the amount permitted by law. We add this fee to the regular purchase balance.

Returned Payment Fee. We may add a returned payment fee for a returned payment. A returned payment is an electronic debit, payment check, or similar payment instrument that is returned unpaid. We may add this fee the first time your payment is returned, even if it is not returned upon resubmission. The fee will be \$25; or \$35 for any additional returned payment during the next six billing cycles after a returned payment. However, the fee will not exceed the amount permitted by law. We add this fee to the regular purchase balance.

Returned Cash Convenience Check Fee. We may add a returned cash convenience check fee for a returned cash convenience check. A returned cash convenience check is any cash convenience check we do not honor. We may not honor these checks if the amount of the check would cause the balance to go over the cash advance limit or credit limit. We also may not honor these checks if you default; if you did not comply with our instructions regarding the check; if your account has been closed; or for other reasons. The fee will be \$25; or \$35 for any additional returned cash convenience check during the next six billing cycles after a returned cash convenience check. However, the fee will not exceed the amount permitted by law. We add this fee to the regular cash advance balance.

Stop Payment on Cash Convenience Check Fee. We add a \$39 fee if we honor your request to stop payment on a cash convenience check. Write us at P.O. Box 653054, Dallas TX 75265, to stop payment on a cash convenience check. You can also call the Customer Service number on the billing statement. If you call, you must confirm the call in writing within 14 days. A written stop payment order is good for 6 months unless renewed in writing. We add this fee to the regular cash advance balance.

Information on Foreign Currency Conversion

If you take a cash advance in a foreign currency at a branch or ATM of one of our affiliates, an affiliate of ours will convert it into U.S. dollars. Our affiliate currently uses a conversion rate in effect on its processing date. It uses a government-mandated rate if required to do so. If not, it uses a mid-point market rate. Our affiliate's procedure may change from time to time without notice. If you take a cash advance in a foreign currency anywhere else, MasterCard will convert it into U.S. dollars. MasterCard follows its own operating regulations or procedures. MasterCard currently uses a conversion rate in effect one day before its transaction processing date. It uses a government-mandated rate if required to do so. If not, it uses a wholesale market rate. The procedures may change from time to time without notice. The conversion rate you get is the one used on the transaction's processing date. This may be different from the one in effect on the Transaction Date.

Arbitration

The Card Agreement provides that disputes are subject to binding arbitration. Arbitration replaces the right to go to court, including the right to a jury and the right to participate in a class action or similar proceeding. Read the "Arbitration" provision of the Agreement carefully.

Our Privacy Notice

Our goal is to maintain your trust and confidence when handling personal information about you.

You Have Choices

At Citibank*, the bank that issues your credit card account, you have the opportunity to make choices about how personal information about you may be shared and used. As you consider this, we encourage you to make choices that enable us to provide you with quality products and services that help you meet your financial needs and objectives.

Security of Personal Information

The security of personal information about you is our priority. We protect this information by maintaining physical, electronic, and procedural safeguards that meet applicable law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive.

About This Notice

This notice tells you how we collect, handle, and disclose personal information about you and how you can limit this disclosure. It also tells you how you may limit our affiliates from using certain information to market their products or services to you.

This notice applies to both current and former customers. We may change this notice from time to time. If we do, we will notify you as required by applicable law.

Personal Information We Collect and May Disclose

The personal information we collect about you comes from the following sources:

- Information we receive from you, such as your name, address, and telephone number,
- Information about your transactions, such as your account balances, payment history, and account activity, and
- Information we receive from consumer reporting agencies and other sources, such as your credit bureau report and your credit score.

We may disclose any of the above information that we collect to affiliates and nonaffiliated third parties as described below.

The term "personal information," as used in this notice, means information that identifies you personally. We may use information which does not personally identify you to help manage our businesses and to provide us, our affiliates, and other companies insight into consumer spending behavior. We may do this even if you ask us to limit disclosure of personal information about you, as described in the Privacy Choices Form that you will receive with your credit card.

Affiliates to Whom We May Disclose Personal Information

Our affiliates are the family of companies controlled by Citigroup. Affiliates to whom we may disclose personal information about you are in several different businesses, including banking, credit cards, consumer finance, insurance, and securities. Our affiliates include those doing business under the Citi name, such as Citi Cards, Citibank, CitiFinancial and CitiMortgage, as well as others.

Nonaffiliated Third Parties to Whom We May Disclose Personal Information

Nonaffiliated third parties are those not part of the family of companies controlled by Citigroup. We may disclose personal information about you to the following types of nonaffiliated third parties:

- Financial services providers, such as companies engaged in banking, credit cards, consumer finance, securities, and insurance, and
- Non-financial companies, such as companies engaged in direct marketing and the selling of consumer products and services.

If you fill in **Box 1** on the **Privacy Choices Form** that you will receive with your credit card, we will not disclose personal information about you to nonaffiliated third parties except as follows. First, we may disclose personal information about you as described above in "Personal Information We Collect and May Disclose" to third parties that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. Second, we may disclose personal information about you to third parties as permitted by law, such as disclosures necessary to process and service your credit card account, to protect against fraud, and to protect the security or confidentiality of our records.

Your Privacy Choices

This section describes your privacy choices. You will receive your Privacy Choices Form along with a copy of this notice when you receive your credit card. Please be assured that we will not share any information, other than as permitted by law, prior to your having an opportunity to complete and return your Privacy Choices Form. Please remember that we will continue to protect personal information about you regardless of your privacy choices.

If you are a customer of another Citigroup affiliate and you receive its privacy notice, you should also review that privacy notice since you may need to separately notify that affiliate of your privacy choices.

Limit Disclosure to Nonaffiliated Third Parties

As described in this notice, we will limit the personal information about you that we disclose to nonaffiliated third parties if you fill in **Box 1** on the **Privacy Choices Form**.

Limit Sharing with Citigroup Affiliates

Our ability to share information with our affiliates helps us to more easily provide you with quality products and services to meet your financial needs and goals.

The law allows us to share with our affiliates information about our transactions or experiences with you, such as your account history, and also your name, address, and telephone number. Unless otherwise permitted by law, we will not share with our affiliates other information that you provide to us or that we obtain from third parties (for instance, credit bureaus) if you fill in **Box 2** on the **Privacy Choices Form**.

Limit Marketing by Citigroup Affiliates

Federal law gives you the right to limit some, but not all marketing from our affiliates. You may limit our affiliates from marketing their products and services to you based upon personal information about you that we collect and share with them. This information may include your account history with us and your credit score. If you fill in **Box 3** on the **Privacy Choices Form**, we will tell our affiliates to limit their marketing to you based upon this information, unless otherwise permitted by law, such as if you currently do business with one of our affiliates.

*All references to Citibank refer to Citibank (South Dakota), N.A.

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Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address for billing inquiries and correspondence shown on the front of your statement.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home State or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing inquiries and correspondence shown on the front of your statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.