



Personal Credit Card Application

SOURCE CODE: **R595**

INFORMATION ABOUT YOURSELF					PLEASE PRINT CLEARLY	
First Name	Middle	Last	Home Owner	☐ Yes	☐ No	()
Current Address	Apt.	City	State	Zip	Home Phone	
-	-	/	/		()	
Social Security Number		Date of Birth			Business Phone	
E-mail (Optional): _____						
<i>If you provide an e-mail address, we may use it to contact you about your account. We may also use your e-mail address to send you information about products and services you might find useful.</i>						
PLEASE SIGN BELOW						
By signing below, I certify that I have read and agree to the IMPORTANT INFORMATION and INITIAL DISCLOSURE STATEMENT attached. I also agree to be bound by the terms and conditions of the Citibank Card Agreement that will be sent with my card if credit is granted. I acknowledge receipt of the Consumer Disclosures on Insurance attached.						
Applicant Signature				Date		

STORE USE ONLY					
Store No.	Driver's License #/ID Number and Type	Driver's License State/Exp. Date	Sale Amount	Authorization Code	Employee Initials
Second Form of Identification					
Type					

Account Number/Reference Number Report Code

IMPORTANT INFORMATION

Annual percentage rate (APR) for purchases	22.00%
Other APRs	Cash advance APR: 24.00% Default rate: 24.00%. See explanation below.*
Variable rate information	Your APRs may vary. The rate for purchases is determined monthly by adding 13.50% to the Prime Rate, but such purchase rate will never be lower than 22.00%. The rate for cash advances is determined monthly by adding 15.50% to the Prime Rate, but such cash advance rate will never be lower than 24.00%. The default rate is determined monthly by adding 15.50% to the Prime Rate, but such default rate will never be lower than 24.00%. Currently, the purchase, cash advance and default rate annual percentage rates disclosed above may only increase based on our variable rate calculation See explanation below.**
Grace period for repayment of the balance for purchases	25 days if you pay your balance in full by the due date.
Method of computing the balance for purchases	Two-cycle average daily balance method (including new purchases). Average Daily Balance Method
Annual fees	None
Minimum finance charge	50 cents
Transaction fee for cash advances: Late Fee:	3% of the amount of each advance, but not less than \$5. \$29.00

* Your purchase APR will increase to the default rate if your Account becomes 30 days or more past due, or is permanently closed because of default.

** The Prime Rate used to determine your APR is the highest U.S. Prime Rate (rounded to the next higher 1/10%) published in the "Money Rates" section of *The Wall Street Journal* within the 90 calendar days prior to, but not including, the first day of each billing period.

ALL ACCOUNT TERMS AND CHARGES DISCLOSED HEREIN ARE ACCURATE AS OF DECEMBER 17, 2001, BUT ARE SUBJECT TO CHANGE. TO FIND OUT WHAT MAY HAVE CHANGED AFTER THE PRINTING DATE OF DECEMBER 17, 2001, WRITE TO P. O. BOX 8189, GRAY, TN 3615.

- The Office Depot Personal Credit Card is issued by Citibank USA, N.A.
- This account is only for personal, family and household purposes. It is not for business or commercial purposes.
- You must be at least 18 years or older. After credit approval, each applicant shall have the right to use this account to the extent of any credit limit that we set, and each applicant may be liable for all amounts of credit extended under this account to any joint applicant. The applicant, if married, may apply for a separate account.

- We may gather information about you, including from your employer, your bank, credit bureaus, and others, to 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.
- We will share information contained in your application and information about you and your account with the retailer for whom this card is issued, its dealers and their affiliates for any business purpose.
- The Citibank Card Agreement ("Agreement") will be sent with your card(s). The Agreement provides that, with limited exceptions, all 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. The Agreement will be binding on you unless you cancel your account within 30 days after receiving your card and you have not used it or authorized use of your account. We may change the Agreement at any time.
- You may cancel your Account at any time by paying your outstanding balance (including all applicable interest and fees) and returning the card to us.

INITIAL DISCLOSURE STATEMENT

This Initial Disclosure Statement is part of the Citibank Card Agreement ("Agreement") that you will receive with your card if you are approved for credit. Please read it and keep it for your records. The Agreement provides that, with limited exceptions, all 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. Please read the "Arbitration" section of the Agreement carefully.

To simplify the rest of this Statement for you, the following definitions will apply throughout. The words you, your and yours mean the borrowers; we and us and our refer to Citibank USA, N.A.; Account means the revolving credit Account governed by this Agreement; Card means the Office Depot Personal Credit Card issued to you that can be used to make purchases from Office Depot locations.

You agree to comply with and be bound by the terms of the Agreement when you use your Account. If this is a joint Account, each of you is fully responsible and separately liable for the entire Account balance.

PROMISE TO PAY. You promise to pay us all of the amounts borrowed (including amounts borrowed by any person you have authorized to use your Account) plus any finance charge, fees, adjustments or other charges which may be due according to the terms of this Agreement. We can accept late payments, partial payments or checks and money orders marked with words of condition or limitation, such as "payment in full", without losing any of our rights under this Agreement.

FINANCE CHARGE. Purchases: You can avoid paying finance charges on any purchase you make on your Account if you paid the entire balance of your Account on the previous month's billing statement by the Payment Due Date; and if you pay the entire balance shown on your Account by the Payment Due Date shown on the current billing statement.

CURRENT BILLING PERIOD. You will pay a Daily Periodic Rate on the Daily Balance for purchases and the Daily Balance for cash advances on your Account each day for the current billing period. The total periodic finance charge for each billing period is the sum of the Daily Periodic Rate charges on the Daily Balance for purchases and on the Daily Balance for cash advances for each day in the billing period. The Daily Periodic Rate used in determining the periodic finance charge will be a variable rate, which may change monthly. The Daily Periodic Rate during each billing period will be 1/365th of the sum of an Index plus a Margin. The Index will be the highest U.S. Prime Rate (rounded to the next higher tenth of a percent) published in the "Money Rates" section of The Wall Street Journal within the 90 calendar days prior to, but not including, the first day of each billing period. The Margin for purchases will be 13.50% and will be added to the Index, but such purchase will never be lower than 22.00%. The purchase rate on your Account as of December 17, 2001, will be a Daily Periodic Rate of .06027% (22.00% **ANNUAL PERCENTAGE RATE**). An increase in the Prime Rate may increase the applicable Daily Periodic Rate, which may increase the Minimum Payment Due on your Account. However, if you pay the full amount of the New Balance each month by the Payment Due Date, no finance charge will be charged on purchases. For any cash advance obtained through an ATM or by means of a convenience check, or for any other transaction that we consider a cash advance under this Agreement, you will pay as a finance charge a transaction fee equal to the greater of \$5.00 or 3% of the amount of the cash advance. The Margin for cash advances will be 15.50% and will be added to the Index, but such cash advance rate shall never be lower than 24.00%. The cash advance rate on your Account as of December 17, 2001, will be a Daily Periodic Rate of .06575% (24.00% **ANNUAL PERCENTAGE RATE**). You will pay a minimum periodic finance charge of \$.50 for each billing period during which any finance charge accrues on your Account as a result of application of the Daily Periodic Rate. The Daily Periodic Rates stated herein will also be charged after any default under the terms of this Agreement. Your Account will have a different periodic rate of finance charge if it is either 30 days or more past due or it is closed because of default. In either event, the Margin for purchases will increase to 15.50% and will be added to the Index. The default rate on your Account as of December 17, 2001, will be a Daily Periodic rate of .06575% (24.00% **ANNUAL PERCENTAGE RATE**). If you pay the full amount of your Minimum Payment Due on time for twelve consecutive months (making payments in excess of the Minimum Payment Due will not shorten his period) or you pay off the entire balance, the Margin will be returned to 13.50%. Currently, the purchase, cash advance and default rate annual percentage rates disclosed above may only increase based on our variable rate calculation. You agree to pay as a **FINANCE CHARGE** a fee of \$5.00 (or the maximum amount permitted by applicable law, whichever is less) for payment services we may provide which allow you, at your option, to make payments other than by mailing them to the payment address shown on your billing statement. In the event you request optional payment services, we will advise you of the fee associated with your request, and your use of the optional payment services thereafter constitutes your agreement to pay the associated fee.

DAILY BALANCES. To get the Daily Balance for purchases and cash advances for each day, we take the beginning balance for purchases and cash advances on your Account each day, including any accrued but unpaid finance charges and other fees, add any new purchases (including amounts advanced for authorized credit insurance premiums) to the Daily Balance for purchases, cash advances to the Daily Balance for cash advances, or debit adjustments, and subtract any payments, credits or credit adjustments. Daily periodic finance charges will be rounded to the nearest cent. Purchases and cash advances are posted to your Account as of the day the transaction occurs unless we receive the record of the transaction after the close of the billing period in which it occurs, then it will be posted to your Account on the first day of the next billing period. However, if you pay the New Balance shown on your previous billing statement in full on or before the Payment Due Date shown on that billing statement, purchases will not be included in the Daily Balance for purchases.

LATE FEE. We will charge you a Late Fee of \$29.00 if your Account balance is \$100.00 or more and you fail to make a required payment by the Payment Due Date as set forth on your billing statement in any month. We will charge you a Late Fee of \$10.00 if your Account balance is less than \$100.00 and you fail to make a required payment by the Payment Due Date as set forth on your billing statement in any month. We will post the Late Fee to the Revolving Credit Plan. However, we reserve the right to include the Late Fee in credit plans subject to a higher Annual Percentage Rate.

BAD CHECK CHARGE. You agree to pay a charge if a check given as payment to us is returned or a check you have written on your Account is not honored by us. The amount of the charge is \$29.00.

STOP PAYMENT. You agree to pay a fee of \$29.00 if you request us to stop payment on a convenience check you have written.

RESEARCH FEE. We may charge you a Research Fee of \$5.00 per page for each copy of a billing statement or sales slip that you request, to the extent that such Research Fee is not prohibited by state or local law. However, we will not charge a fee if you request copies in connection with a billing error. We will post the Research Fee to the Revolving Credit Plan or the Special Credit Plan, as we determine in our discretion. We reserve the right to include the Research Fee in credit plans subject to a higher Annual Percentage Rate.

GOVERNING LAW. The Agreement shall be governed by and construed in accordance with the laws of the state of South Dakota and applicable federal law.

Our Privacy Notice

Keeping customer information secure is a top priority for all of us at Citibank USA, N.A., the bank that issues your credit card account. We are providing you this privacy notice to help you understand how we handle the personal information about you that we collect and may disclose. The provisions of this notice will apply to former customers as well as current customers unless we state otherwise.

Our Policies and Practices to Protect Your Personal Information

We protect personal information we collect about you by maintaining physical, electronic, and procedural safeguards that meet or exceed applicable law. Third parties who have access to personal information must agree to follow appropriate standards of security and confidentiality.

We train people who work for us how to properly handle personal information, and we restrict access to it. If you are a current customer, you can rely on the Citigroup Privacy Promise for Consumers that we follow as a member of the Citigroup family of companies and that you will receive with your credit card.

Categories of Personal Information We Collect and May Disclose

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

- Information we receive from you on applications or other forms, such as your name, address, and telephone number,
- Information about your transactions with us, our affiliates, or nonaffiliated third parties, such as your account balances, payment history, and account activity,
- Information we receive from a consumer reporting agency such as your credit bureau reports and other information relating to your creditworthiness, and
- Information we receive about you from other sources, such as your employer and other third parties.

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

Categories of Affiliates To Whom We May Disclose Personal Information

Our affiliates are the family of companies controlled by Citigroup Inc. Affiliates to whom we may disclose personal information about you are in several different businesses, including banking, credit cards, consumer finance, securities, and insurance. Our affiliates include Citibank, CitiFinancial, Travelers Insurance, Salomon Smith Barney, and Primerica.

Categories of 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 Inc.

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,
- Non-financial companies, such as companies engaged in direct marketing and the selling of consumer products and services.

If you check **Box 1** on the **Privacy Choices Form** that you will receive with your credit card, we will not make these disclosures except as follows. First, we may disclose information about you as described above in "Categories of 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, including disclosures necessary to process and service your credit card account.

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.

Disclosing 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 check **Box 1** on the **Privacy Choices Form**.

Sharing with Citigroup Affiliates

The law allows us to share with our affiliates any information about our transactions or experiences with you. 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 example, credit bureaus) if you check **Box 2** on the **Privacy Choices Form**.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet of paper at the address shown on your billing statement across from "Send Notice of Billing Errors to:" as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct. After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases.

If you have a problem with the quality of property or services that you purchased with a 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 property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.