

**CITI CREDIT CARD AGREEMENT
TERMS AND CONDITIONS**

(Applicable to Citi ULTIMA/Citi Prestige Card/Citi Plus Credit Card/
Citi PremierMiles Card/Citi Cash Back Card/Citi Cash Back American Express® Card/
Citi Rewards Card/Citi Clear Card/Classic Card/Citi Gold Card)
(Effective on November 1, 2020)

Citi Credit Card ("Card") is issued by Citibank (Hong Kong) Limited (the "Company") to you ("Principal Cardholder / Cardmember") and any person nominated by the Principal Cardholder / Cardmember and approved by the Company to receive a Supplementary Card ("Supplementary Cardholder / Cardmember") upon the following terms. By signing or using the Card, the Principal Cardholder / Cardmember and any Supplementary Cardholder / Cardmember (each a and together the "Cardholder / Cardmembers") jointly and severally agree or confirm their agreement to abide by and, with the exception that a Supplementary Cardholder / Cardmember shall not be liable for the debts of the Principal Cardholder / Cardmember or other Supplementary Cardholders / Cardmembers, be liable for any payment to the Company in connection with the following terms:

1. CARDHOLDER'S / CARDMEMBER'S INFORMATION

1.1 The Cardholder / Cardmember understands that the Company issues the Card on the basis that information provided by the Cardholder / Cardmember is and will remain true and correct. The Cardholder / Cardmember will inform the Company immediately in writing upon any change of such information including that on employment, business or residential address, permanent residence or telephone number.

1.2 The Cardholder / Cardmember agrees to the Company recording the telephone conversations between the Cardholder / Cardmember and the Company.

2. USE OF CARD

2.1 The Cardholder / Cardmember will (a) sign the Card upon receipt (adopting the same signature in the application form or such other documents as may be prescribed by the Company); (b) keep the Card under his personal control at all times, and should not authorize any third party to use the Card in any manner; (c) not exceed the credit limit assigned to the Company from time to time at its discretion ("Customer Credit Limit"); (d) not exceed the cash advance limit (which forms part of the Customer Credit Limit) assigned by the Company from time to time at its discretion ("Cash Advance Limit"); (e) not exceed the loan limit assigned by the Company from time to time at its discretion ("Loan Limit"); and (f) not use the Card after it is withdrawn or cancelled.

2.2 The Cardholder / Cardmember will keep any personal identification number ("PIN") in connection with the use of the Card strictly confidential and immediately inform the Company if the PIN is known to any other person. The Cardholder / Cardmember will accept full and sole responsibility for and fully indemnify the Company against all consequences, losses and / or other liabilities incurred as a result of the PIN being known to another person for whatsoever reason.

2.3 When using the Card, the Cardholder / Cardmember should ensure that the signature in the sales draft is the same as the signature appearing on the application form (or such other documents as may be prescribed by the Company) and the Card for the Company's verification purpose. For the avoidance of doubt, failure to do so will not relieve the Cardholder / Cardmember from liability for the use of the Card. The Cardholder / Cardmember should submit prior written application to the Company if he wants to adopt a new signature for the use of his Card.

3. TRANSACTIONS EFFECTED THROUGH CARD

3.1 The Card may be used at any branch of the Company and other financial institutions and merchants, which accept the Card for effecting purchases of goods and services, drawing of cash advance, payment of the Cardholder's / Cardmember's outstanding accounts and such other credit card facilities or services as the Company may from time to time provide or arrange. The Card may also be used by the Cardholder / Cardmember by applying for a loan under any of the credit card loan programs run by the Company from time to time (including, without limitation, "Quick Cash" Installment Program, "FlexiBill" Installment Program, "PayLite" Installment Program, Cash Conversion Program, Balance Transfer Program).

3.2 The Cardholder / Cardmember will be liable for all transactions ("Transactions") effected through the use of the Card even if no sales draft is signed by him and/or the Customer Credit Limit or Loan Limit is exceeded

and/or without Card activation. Types of Transactions effected without the Cardholder's / Cardmember's signature may include, without limitation, orders placed by telephone, fax, mail or electronic means, direct debit authorization, or use of the Card in an automated teller machine (whether or not such a device is that of the Company), at merchant's point of sale terminal, in a credit card payphone or any other device approved by the Company from time to time.

3.3 The Cardholder / Cardmember is not authorized to use the Card to take part in any illegal acts (including unlawful internet gambling). The Company reserves the right to decline processing or paying any Transaction which the Company suspects to be involved in illegal gambling or which may be illegal under any applicable laws.

The Company further reserves the right to refuse to process or pay any Transaction if the Company reasonably believes that by processing or paying the Transaction, (a) the Company, (b) Citigroup Inc. and its group of companies, including the Company (the "Group Companies"), and/or (c) any third party selected by the Company or any of its Group Companies to provide services to it and who is not a payment infrastructure provider (meaning a third party that forms part of the global payment system infrastructure, including without limitation, communications, clearing systems, intermediary banks and correspondent banks (the "Payment Infrastructure Provider")) (the "Third Party Service Providers") may break (i) the law or regulation of any jurisdiction, domestic or foreign, or (ii) any agreement entered into between the Company and any competent regulator, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign (the "Authorities") ((i) and (ii) collectively referred to as the "Law or Regulation"). The Company will not be liable to the Cardholder / Cardmember for any loss or damage suffered by the Cardholder / Cardmember resulting in any way from a refusal to process or pay a Transaction under this clause.

3.4 Subject to the relevant terms hereunder, the Interest-Free Installment Plan (the "Plan") is a loan provided by the Company at its absolute discretion and is only applicable to the Cardholder / Cardmember at such merchants as may be designated and communicated by the Company from time to time (each a "Merchant"). In respect of each Transaction using the Plan:

- (a) Cardholder/Cardmember irrevocably authorizes the Company to pay the full Transaction amount ("Loan Amount") to the Merchant in one lump sum (which may be before all or part of the relevant goods or services have been provided by the Merchant) and undertakes to repay the Loan Amount to the Company by instalments through the Card (each an "Instalment");
- (b) any Plan once accepted by Cardholder/Cardmember and the Transaction subject to the Plan cannot be cancelled, altered or reversed. Availability of the Plan is subject to eligibility and account status checking by the Company in its absolute discretion;
- (c) the Loan Amount will be held from the Customer Credit Limit according to the tenor of the Plan and shall be repaid by monthly Instalments. Each Instalment is irrevocable and will be debited monthly from the Account until full repayment of the Loan Amount. The Company will proportionally restore the Customer Credit Limit every month after payment of each Instalment by Cardholder/Cardmember. As such, only the outstanding instalment amounts shall be counted against the Customer Credit Limit. Any return or exchange of products will not affect the payment obligations under the Plan;
- (d) the Plan cannot be used in conjunction with any other promotional offers as determined by the Company and the Merchant in their sole discretion. All matters and disputes relating to the Plan are subject to the final decision of the Company.
- (e) availability of the Plan might be communicated by the Company to the Cardholder/Cardmember at the participating Merchant store at the time of the relevant Transaction, through SMS or other digital channel and Cardholder/Cardmember agrees to receive such communication from the Company as service notification. Cardholder/Cardmember may accept the Plan by responding to such communication and any Plan accepted by the Cardholder/Cardmember shall be governed by the terms of this Agreement. Availability of the Plan for the relevant Transaction will expire if not accepted by the Cardholder/Cardmember within such time as specified by the Company;
- (f) Cardholder/Cardmember may not cancel the purchase or subscription of

the goods and/or services and agrees not to claim against the Company whatsoever in all circumstances in relation hereto, including the refund of the amount paid;

- (g) in the event where the Merchant is not able to deliver or perform the goods or services in full or in part or is otherwise in default in relation to the goods or services for any reason whatsoever, including without limitation the cessation of business or bankruptcy or winding-up of the Merchant, Cardholder/Cardmember remains liable to pay each and every Instalment to the Company until the Loan Amount is repaid in full;
- (h) any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the Merchant by the Cardholder/Cardmember. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder/Cardmember remains liable to repay the entire Loan Amount to the Company in the manner stipulated by this Agreement;
- (i) payment of each Instalment shall be treated in the same way as any other Transaction charged to the Account and subject to all terms of the Agreement. In any event, Cardholder/Cardmember is required to repay the Loan Amount in full to the Company and is liable for all charges, including without limitation to charges on overdue payments, in accordance with the terms of this Agreement;
- (j) the Company is neither the provider of the goods and services nor an agent of the Merchant, and shall not be responsible for the quality, warranty, delivery, supply, installation, ownership of any intellectual property and any matter related to the goods or services. The Merchant is solely responsible for all obligations and liabilities relating to such goods or services and all auxiliary services; and
- (k) the Company may at its absolute discretion and at any time without giving any prior notice and reason, (i) not offer the Plan to Cardholder / Cardmember; or (ii) withdraw or cancel the Plan/Loan/Account. Upon the occurrence of any of the aforementioned event, if or the Cardholder / Cardmember cancels the Account, Cardholder/Cardmember shall immediately repay all outstanding liabilities under the Account, including without limitation any amount outstanding under the Loan, to the Company.

4. CHARGES

- 4.1. The Company will maintain an account ("Account") in respect of the Card to which the values of all Transactions and all charges, fees, interests, outstanding balances and other sums payable ("Charges") will be debited.
- 4.2. The Company will issue to the Cardholder / Cardmember a monthly statement ("Statement") of the Account setting out details of all Transactions and Charges ("Statement Balance") and the date by which payment must be made ("Payment Due Date"). However, the Company may not issue a Statement to Cardholder / Cardmember if there has been no Transaction since the last Statement, and the credit or debit balance is less than such amount as may be determined by the Company from time to time (currently HKD20.00).
- 4.3. Subject to the Company's right to require the Cardholder / Cardmember to pay the full amount of the Statement Balance on or before the Payment Due Date, the Cardholder / Cardmember will pay to the Company the following sums at such rates as shown in the Citi Credit Card Fees Schedule ("Fees Schedule") or as may be determined by the Company from time to time:-
 - (a) Minimum Payment Due: The "Minimum Payment Due" as shown on the Statement ("Minimum Payment Due") although the Cardholder / Cardmember may pay any larger sum he wishes.
 - (b) Credit Excess: In addition to the Minimum Payment Due, the Company may, notwithstanding any imposition of over limit charge or instant temporary Customer Credit Limit upgrade fee, require payment of any or all of the excess beyond his Customer Credit Limit, if for whatsoever reason the Cardholder / Cardmember has been allowed to incur such excess.
 - (c) Cash Advance Fee and Charge: A cash advance fee as shown in the Fees Schedule will be charged on each cash advance drawn by the Cardholder / Cardmember and the aggregate amount of the cash advance (including the cash advance fee) will be subject to the applicable finance charge from the date when the cash advance is drawn until the entire amount of the outstanding cash advance

Cardmember

- 9.8. The Cardholder / Cardmember agrees that the Company shall not be liable for any loss, damages or expenses that the Cardholder / Cardmember shall incur, including without limitation, any loss or damage caused by the Cardholder / Cardmember data, software, computer, telecommunications equipment or other equipment in connection with the Cardholder's / Cardmember's use of the e-Statement Service and/or e-Advice Service unless they are caused solely and directly by the Company's negligence or willful default.
- 9.9. The Cardholder / Cardmember agrees that the Company shall use reasonable effort to ensure that the e-Statement Service and/or e-Advice Service are secure and cannot be accessed by unauthorized third parties. However, the Cardholder / Cardmember acknowledges that the Company does not warrant the security, secrecy or confidentiality of any information transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction via the e-Statement Service and/or e-Advice Service. The Cardholder / Cardmember confirms that he understands and accepts all possible risks involved in using the e-Statement Service and/or e-Advice Service including, without limitation, the e-Statement Service and/or e-Advice Service being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the Cardholder's / Cardmember's authorization.
- 9.10. The e-Statement Service and e-Advice Service use proprietary software of the Company, the Company's affiliates or other software suppliers. The Cardholder / Cardmember agrees that the Company has granted the Cardholder / Cardmember a non-exclusive license to use this software in connection with the e-Statement Service and/or e-Advice Service that allows the Cardholder / Cardmember to use such software only for its intended purposes. The Cardholder / Cardmember agrees that he shall not disassemble, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.

10. CITI ALERTS SERVICE

- 10.1. The Cardholder / Cardmember agrees that by enrolling for and using the service(s) wherein the Company will send alerts via electronic means ("Citi Alerts Services"), the Cardholder / Cardmember accepts and agrees to be bound by this Clause 10 and to pay any fee associated with the use of the Citi Alerts Services. The Cardholder / Cardmember agrees to abide by any and all laws, rules, regulations and official issuances applicable to the Citi Alerts Services, now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services the Company may from time to time make available to the Cardholder / Cardmember in connection with the e-Statement Service and/or e-Advice Service.
- 10.2. The Cardholder / Cardmember is responsible for the security of his telecommunications equipment and must take all reasonable precautions to prevent anyone else from accessing any confidential information and the Company is not liable for any disclosure of confidential information.
- 10.3. The Cardholder / Cardmember agrees that the Company shall use reasonable effort to ensure that the Citi Alerts Services are secure and cannot be accessed by unauthorized third parties. However, the Cardholder / Cardmember acknowledges that the Company does not warrant the security, secrecy or confidentiality of any information transmitted via the Citi Alerts Services. The Cardholder / Cardmember confirms that he understands and accepts all possible risks involved in using the Citi Alerts Services including, without limitation, the Citi Alerts Services being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the Cardholder / Cardmember's authorization.
- 10.4. The Cardholder / Cardmember acknowledges that any information received by the Cardholder / Cardmember via his telecommunications equipment pursuant to the Citi Alerts Services is for his (and not any other persons) reference only, and shall not be taken as conclusive evidence of the matters to which it relates.
- 10.5. Neither the Company nor any of the telecommunications companies designated by the Company for the purposes of providing the Citi Alerts Services will assume any liability or responsibility for any failure of delay in transmitting information to the Cardholder / Cardmember or for any error or omission with such information unless it results from the negligence or willful default on the part of the Company or of such telecommunications company. In particular, the Cardholder / Cardmember understands that neither the

balance is credited to the Account. All finance charges will be calculated and accrued on a daily basis. The total of cash advance fee and finance charge shall be shown as a cash advance charge on the Statement in an Annualized Percentage Rate which is calculated according to the Net Present Value method as specified in the Code of Banking Practice.

- (d) Finance Charge: The Company will review the Account monthly, if the Account reveals that the entire amount of the Statement Balance stated in the previous Statement ("Previous Statement") is not so received on or before the Payment Due Date of the Previous Statement, a finance charge (as stipulated in the Statement or Fees Schedule or notified by the Company to the Cardholder / Cardmember from time to time at its discretion subject to a minimum amount as shown in the Fees Schedule) will be charged on the unpaid balance of the Previous Statement from the Previous Statement date until full payment is credited to the Account. All new Transactions incurred since the Previous Statement date (except for Transactions relating to the subscription or purchase of any investment product with the Company) will be added to the unpaid balance for the Purpose of assessing finance charge as from the respective dates of such Transactions notwithstanding that such Transactions will not be payable until the Payment Due Date stated in the current Statement. All finance charges will be calculated and accrued on a daily basis.
- (e) Late Charge: A late charge as specified in the Fees Schedule is charged if the full amount of Minimum Payment Due is not received by the Company on or before the Payment Due Date.
- (f) Service Fee: A non-refundable annual fee as specified in the Fees Schedule will be charged to the Account on a date stipulated by the Company. A service fee as specified in the Fees Schedule will be charged to the Account for any payment through cash deposit or for retrieval of any records in connection with the Card.
 - (i) Return Check / Reject Autopay Fee: A return handling fee as specified in the Fees Schedule will be charged for any check issued in settlement of account which is dishonoured by the bank on which it is drawn or in relation to any autopay authorization which is either dishonoured or revoked.
 - (ii) Lost Card Replacement Fee: A handling fee as specified in the Fees Schedule will be charged for the issuance of any replacement Card.
 - (iii) Collection Fee: If payment is made by the Cardholder / Cardmember in a currency other than Hong Kong dollars, the Account will only be credited with such payment after its receipt and deduction of all collection costs.
 - (iv) Over Limit Charge: An over limit charge as specified in the Fees Schedule will be charged if the credit used exceeds the Customer Credit Limit.
 - (v) Charge Dispute Handling Fee: A charge dispute handling fee as specified in the Fees Schedule will be imposed for any dispute proved to be invalid after investigation.
- (g) Default Finance Charge: The Company will review the Account monthly to determine whether default finance charge is chargeable to the Account. If the Minimum Payment Due is not received by the Company on or before the Payment Due Date specified in any Statement, a default finance charge as stated in the Fees Schedule will be charged (instead of the finance charge) on the unpaid balance of the second following Statement as well as all new Transactions incurred from the date of the second following Statement notwithstanding that all such new Transactions will not be payable until the Payment Due Date specified in that Statement. Such default finance charge will continue to apply until the respective Minimum Payment Due in any six consecutive Statements is received on or before the Payment Due Date specified in the relevant Statement, after which the finance charge will, where applicable, apply. The default finance charge will be calculated and accrued on a daily basis.
- (h) Credit Balance Withdrawal by Check Handling Fee: A handling fee as specified in the Fees Schedule will be charged for each credit balance withdrawal by check.

Company nor any such telecommunications company shall assume any liability or responsibility for consequences arising from any cause beyond its reasonable control including, without limitation, failure of the Cardholder / Cardmember telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, internet service provider failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation, act of God, government act, civil commotion, strike, war, fire, flood or explosion.

10.6. The Cardholder / Cardmember understands the third party supporting the Citi Alerts Services (including the telecommunications company designated by the Company) is neither agency of the Company nor representing the Company, and there is no co-operation, partnership, joint venture or other relationship with the Company and the Company is not responsible for any loss caused by such third party including system operator.

10.7. The Citi Alerts Services use proprietary software of the Company, the Company's affiliates or other software suppliers. The Cardholder / Cardmember agrees that the Company has granted the Cardholder / Cardmember a non-exclusive license to use this software in connection with the Citi Alerts Services which allow the Cardholder / Cardmember to use such software only for its intended purposes. The Cardholder / Cardmember agrees that he shall not disassemble, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.

11. CANCELLATION

- 11.1. The Company reserves the right to and may at any time withdraw, suspend, extend or modify any of the facilities or services provided to the Cardholder / Cardmember, increase or reduce the Customer Credit Limit, Loan Limit or Cash Advance Limit, withdraw any or all of the Cards, close the Account or terminate this Agreement without any reason or cause nor prior notice to the Cardholder / Cardmember. Without limiting the Company's rights as aforesaid and as an illustration, any such right is likely to be exercised if the Cardholder / Cardmember is in breach of any of the terms of this Agreement, fails to pay any amount when due, or commences or suffers to have any insolvency, execution or similar action or proceedings against himself or for the purpose of complying with the Law or Regulation.
- 11.2. The Cardholder / Cardmember may terminate this Agreement at any time by written notice to the Company.
- 11.3. The Company may (with or without having suspended or reduced the credits extended, withdrawn any Card or terminated this Agreement) require the Cardholder / Cardmember to immediately pay the entire outstanding balance under the Account. All obligations of the Cardholder / Cardmember incurred or existing under this Agreement as of the date of termination will survive such termination.
- 11.4. The Company for whatever reason terminates this Agreement, the Company may at any time within six (6) months after the termination of this Agreement issue any card to the Cardholder / Cardmember in substitution for the Card.
- 11.5. Termination of the Card issued to the Principal Cardholder / Cardmember ("Principal Card") for whatever reasons will terminate all Supplementary Card(s) issued under it.
- 11.6. Either the Principal Cardholder / Cardmember or a Supplementary Cardholder / Cardmember may terminate a Supplementary Card (without terminating the Principal Card) by (i) giving notice to the Company and (ii) cutting the Supplementary Card or returning the Supplementary Card. If the Supplementary Card is not cut or returned as aforementioned, the Company may upon receipt notice of termination take action in accordance with its procedures applicable to terminated credit cards to prevent further use of the Supplementary Card. The Principal Cardholder / Cardmember will be liable for any transactions made using the Supplementary Card until it has been cut or returned or until the Company is able to implement the procedures applicable to terminated credit cards, whichever is later.

12. AMENDMENTS

- 12.1. The Company hereby reserves the right at any time to amend the terms of this Agreement including, without limitation, the rates of any charges or fees and method of payment in any manner as the Company deems fit by prior notice. Amendments will take effect on such date as stipulated by the Company in accordance with the applicable law or regulation of Hong Kong.
- 12.2. If the Cardholder / Cardmember does not accept the Company's amendments, the Cardholder / Cardmember will discontinue the Account by written notice

- (n) Statement Retrieval Fee: A handling fee as specified in the Fees Schedule will be charged for request for retrieval of statement.
 - (o) Sales Draft Retrieval Fee: A handling fee as specified in the Fees Schedule will be charged for request for retrieval of sales draft.
 - (p) Personal Data Access Request: A handling fee as specified in the Fees Schedule will be charged for each personal data access request.
 - (q) Instant Temporary Customer Credit Limit Upgrade Fee: A handling fee as specified in the Fees Schedule will be charged on the full amount of the instant temporary upgraded credit limit granted to the Cardholder / Cardmember.
 - (r) Dynamic Currency Conversion Fee: A dynamic currency conversion fee as specified in the Fees Schedule will be charged with respect to any dynamic currency conversion transaction effected in places outside of Hong Kong for which the value of the Transaction is debited to the Account in Hong Kong dollars.
 - (s) Interest-Free Installment Plan Cancellation Handling Fee: A handling fee as specified in the Fees Schedule will be charged in the event of cancellation of Interest-Free Installment Plan.
 - (t) Paper Statement Fee: A handling fee as specified in the Fees Schedule will be charged for receiving paper statement.
 - 4.4. Transactions which are effected in currencies other than Hong Kong dollars are converted from the transaction currency into Hong Kong dollars at a wholesale market rate selected by VISA / MasterCard / American Express from within a range of wholesale market rates on the conversion day. A handling charge as specified in the Fees Schedule will also be charged on such transactions.
 - 4.5. The Cardholder / Cardmember agrees that it is the Cardholder's / Cardmember's sole responsibility to ensure that every Statement is received in due time and to enquire with and obtain the same from the Company forthwith if not duly received. The Cardholder / Cardmember undertakes to verify the correctness of each Statement and to notify the Company within 60 days from the date of the Statement of any discrepancies, omissions, errors or wrong or incorrect entries or details. At the end of each such period, the Company's records and the details of the Statements shall be conclusive evidence against the Cardholder / Cardmember without any further proof that they are correct except as to any alleged errors so notified and subject to the Company's right to adjust and amend (which may be exercised by the Company at any time) any entries or details wrongly or mistakenly made by the Company.
 - 4.6. Where Supplementary Card(s) is/are issued, the Company may:
 - (a) set-off the credit balance in any other account(s) of the Principal Cardholder / Cardmember with the Company against the outstanding balance of each Supplementary Card due from each Supplementary Cardholder / Cardmember to the Company; and
 - (b) only set-off the credit balance in any other account(s) of a Supplementary Cardholder / Cardmember with the Company against the outstanding balance of the Supplementary Card due from such Supplementary Cardholder / Cardmember to the Company.
 - 4.7. All notices, Statements or correspondence given by the Company to the Principal Cardholder / Cardmember is deemed to be given to the Principal Cardholder / Cardmember and each Supplementary Cardholder / Cardmember. Any instructions given by the Principal Cardholder / Cardmember to the Company will bind the Principal Cardholder / Cardmember and each Supplementary Cardholder / Cardmember. Any dispute or claim between Principal Cardholder / Cardmember and any Supplementary Cardholder / Cardmember will not affect their respective obligations and liabilities under this Agreement.
- 5. PAYMENT OF CHARGES**
- 5.1. Payments to the Company may be made by such means as the Company will from time to time stipulate. If payments are made through a customer activated terminal or other payment means acceptable to the Company, such payments will be subject to the Company's terms and conditions from time to time applicable thereto, including those set out in transaction records and deposit envelopes used in connection therewith applicable from time to

to the Company before such amendments become effective.

- 12.3. Any transaction using the Card after the effective date of the amendments will be deemed to be conclusive evidence that the Cardholder / Cardmember has accepted and agreed to such amendments without reservation.

13. CARDHOLDER/CARDMEMBER WHO HAS AN ACCOUNT WITH THE COMPANY AND/OR CITIBANK, N.A., HONG KONG BRANCH

- 13.1. This clause applies when the Cardholder/Cardmember has an account (of whichever terms with the Company other than the account relating to the Card) and/or with Citibank, N.A., Hong Kong Branch.
- 13.2. The Citibank Terms and Conditions for Accounts and Services (as amended or supplemented from time to time) (the "CTC") shall be deemed to be incorporated in this Agreement by reference and in case of any inconsistency between the CTC and the terms of this Agreement, the terms of this Agreement shall prevail in respect of any services and/or arrangement to be provided by the Company in respect of the Card provided that, notwithstanding the foregoing, clauses 12.3, 12.4 and 12.5 of clause 12 (Charge, Lien, Set Off) of the CTC (each, a "CTC Applicable Clause") shall prevail over any term of this Agreement relating to the right of set off, combination or consolidation of account or indemnity and the reference in a CTC Applicable Clause to:
 - (a) "you" shall, for the purpose of this Agreement, be deemed to include Citibank (Hong Kong) Limited and Citibank, N.A., Hong Kong Branch; and
 - (b) "Citigroup Organisation" shall bear the meaning ascribed to that term in clause 2.3 of the CTC.

14. MISCELLANEOUS

- 14.1. The Company may at any time transfer, assign, delegate or sub-contract any or all of its rights or obligations hereunder to any person without prior notice to the Cardholder / Cardmember. Without prejudice to the foregoing, the Company may transfer all or part of its rights and obligations hereunder and any amount in the Account to any group Company if it reasonably considers necessary to comply with any Law or Regulation.
- 14.2. All notices, Statements or correspondence sent by the Company may be in the form of written notice, statement or advice insert, message by email or preprinted on Statement or advice, or through any other appropriate form determined by the Company. All such notices, Statements or correspondence to be given by the Company will be validly given if dispatched to the Cardholder's / Cardmember's address last registered with the Company and will be deemed to be received by the Cardholder / Cardmember within a generally acceptable time of that means of communication.
- 14.3. The Company is hereby authorized (but is not obliged) to accept any instructions given by (a) telephone, telex, mail, facsimile transmission or in writing purportedly given by the Cardholder / Cardmember; or (b) electronic means (including emails and SMS) given in such manner as the Company may prescribe from time to time to all without any inquiry by the Company as to the authority or identity of the person making or purporting to give such instructions or their authenticity notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in or authorization for their terms provided that the Company may refuse to act on the instructions if the Company reasonably believes that by carrying out the instructions, (a) the Company, (b) any of its Group Companies, and/or (c) any of its Third Party Service Providers may break the Law or Regulation. The Company will not be liable to the Cardholder / Cardmember resulting in any way from a refusal to act on the instructions under this clause.
- 14.4. These terms are translated from English to Chinese for guidance only. If there is any conflict or inconsistency between the two versions, the English version will prevail.
- 14.5. Unless the context otherwise requires, all expressions herein in the singular will include the plural and vice versa and all expressions in the masculine gender will include the feminine and/or the neuter gender where applicable. Headings are for reference only and will not affect construction of this Agreement.
- 14.6. This Agreement will be governed by and construed in accordance with the laws of Hong Kong. The Cardholder / Cardmember hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong.
- 14.7. Nothing in these terms, this Agreement, and/or any other agreement, document, instrument or arrangement between Cardholder / Cardmember

time. Cash deposits through a customer activated terminal of the Company will be credited to the Account in the amount confirmed by the cash count of the Company's staff members or its agents.

- 5.2. If the Cardholder / Cardmember fails to pay any sum due or payable hereunder, the Company may appoint debt collection agencies to collect the same. If the Company has incurred any legal or collection fees or other expenses for the purpose of demanding, collecting or suing to recover any sum payable hereunder from the Cardholder / Cardmember or other remedies resulting from the breach or non-compliance with any term of this Agreement, the Cardholder / Cardmember will reimburse the Company all such legal fees as taxed by the court on a common fund basis (fees and disbursements which are of a reasonable amount and reasonably incurred) unless otherwise agreed. Other reasonable fees and expenses (including the fees of the debt collection agencies) reasonably incurred in that connection will be reimbursed by the Cardholder / Cardmember up to a maximum of 30% of the original outstanding sum.
 - 5.3. The Cardholder / Cardmember will directly settle disputes between merchants and the Cardholder / Cardmember for goods and services purchased. The Company will not be responsible for goods and services supplied by merchants or for refusal of any merchant to accept or honour any Credit to the Account for refunds made by merchants will be made only when the Company receives a properly issued credit voucher.
 - 5.4. Payments to the Company will only be deemed to be received by the Company and credited to the Account when received in good and cleared funds and if in foreign currency, after conversion by the Company into Hong Kong dollars in accordance with its normal practice, and without any set-off, claim, condition, restriction, deduction or withholding whatsoever.
 - 5.5. Payments and credits to the Account may be applied in the following order: (1) legal and debt collection fees; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, over limit charges, service, return check / reject autopay, card replacement and charge dispute handling fees; (5) outstanding instalments of any Plan or other installment programs of the Company; and (6) the outstanding principal amount of other Transactions (where such Transactions are subject to different finance charge rates, in the application order from the Transactions with the highest rate to the lowest rate); or in any other order as the Company considers appropriate without prior reference to the Cardholder / Cardmember.
 - 5.6. You agree that we may debit your Card Account to make a partial or full refund of your credit balance by sending a check to the address last notified by you, at any time without prior notice.
 - 5.7. Without prejudice to the other terms of this Agreement, if the Cardholder / Cardmember should be absent from Hong Kong for some time, arrangements to settle the Charges should be made prior to his departure.
- 6. LOSS OR THEFT OF THE CARD**
- 6.1. The Cardholder / Cardmember shall observe and follow any recommendation of the Company from time to time regarding the security of the card and the PIN. The Cardholder / Cardmember must inform the Company as soon as reasonably practicable through the Company's CitiPhone Banking 2860 0333 / Platinum Service Line 2860 0360 (for Citibank Platinum Cardholders only) / Ultima Service Line 2860 0308 (for Citi ULTIMA Members only) / Citi Prestige Service Line at 2860 0398 (for Citi Prestige Cardholders only) / through chatting with us on the Citi Mobile App for Citi Plus Credit Cardholders only / American Express Service Line 2860 0366 (for Citibank Cash Back American Express® Cardmembers only) if any card is lost or stolen or when someone else knows his PIN.
 - 6.2. The Cardholder / Cardmember shall be fully liable for any transactions (whether or not authorized by him) effected by the use of the Cards before he has informed the Company that the Card/PIN has been lost or stolen or that someone else knows the PIN. However, provided that the Cardholder / Cardmember has not acted fraudulently, with gross negligence or in breach of Clause 6.1, the Cardholder's / Cardmember's maximum liabilities for such unauthorized transactions shall not exceed HKD500,000. The application of the aforesaid limitation on liability of the Cardholder / Cardmember does not apply to loss related to transactions resulting from use of Card in automated teller machine (whether or not such device is that of the Company).
 - 6.3. The Company will not be obliged to issue a replacement Card to the Cardholder / Cardmember if his Card is lost or stolen. If the Company agrees to

and the Company, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person would not have but for the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong). ("CRT0") provided that (a) any Group Company (other than the Company) (each, a "Third Party") may, subject to and in accordance with this clause and the provisions of the CRT0, enforce any term or provision of this Agreement which grants or purports to grant any right to that Group Company; and (b) the parties to this Agreement do not require the consent of any Third Party to rescind or vary this Agreement at any time.

- 14.8. Disclosure regarding BDAI: "BDAI" refers to big data analytics and artificial intelligence applications, and generally involves computers to mimic human intelligence so that they can learn, sense, think and act in order to achieve automation and gain analytics insights of large volumes of structured and unstructured data created by the preservation and logging of activity from people, tools and machines. Machine learning, decision tree, natural language processing, biometric authentication technology, internet cookies, web logs are examples of BDAI. BDAI may be used by the Bank in relation to personal data and non-personal data. Use of BDAI by the Bank in relation to personal data is governed by the Bank's Policy Statement relating to Personal Data (Privacy) Ordinance ("Policy Statement"). In addition, the Bank may by itself, or via its service providers, use BDAI for:
 - (a) performing statistical, trend, market, behaviour, usage pattern, customer segment and pricing analysis;
 - (b) performing credit, anti-money laundering, fraud prevention and other risk assessments;
 - (c) planning, research and developments, designing services or products, improving customer experience;
 - (d) predictive modelling; and
 - (e) any other purposes relating thereto.

The Bank has in place robust policies and procedures to ensure the security and integrity of data and the use of BDAI is fair and in accordance with applicable laws and regulations.

Disclosure regarding Citi Derived Data: "Citi Derived Data" refers to aggregated and anonymized information or data collected, generated and/or derived by the Bank relating to its customers by way of BDAI or otherwise, but excludes any personal information or data from which the identity of the individual can be directly or indirectly ascertained. The Bank shall be free to use Citi Derived Data without restriction. Without limiting the foregoing right of the Bank, Citi Derived Data in the form of research, trend or market analysis or reports may be transferred to its group companies, and other third parties by or its group company, with or without remuneration, if and to the extent such transfer is permissible under applicable laws and regulations.



CITB_CCA_0020_VIC_MK

Citi信用卡合約條款及細則
(適用於Citi ULTIMA/Citi Prestige信用卡/Citi Plus信用卡/Citi PremierMiles能信用卡/Citi Cash Back信用卡/Citi Cash Back American Express® Card/Citi Rewards信用卡/Citi Clear Card/Citi普通卡/Citi金卡) (由2020年11月1日起生效)

花旗銀行(香港)有限公司(簡稱「發卡公司」)按下列的條款發出Citi信用卡(簡稱「此卡」)給閣下(簡稱「基本卡持有人」)和任何經基本卡持有人提名而又獲發卡公司批准發給附屬卡之人士(簡稱「附屬卡持有人」)。基本卡持有人和附屬卡持有人(每位簡稱「持卡人/會員」，基本卡持有人和附屬卡持有人亦統稱「持卡人/會員」)在簽署或使用此卡時，即表示共同及個別同意或確認同意遵守本合約以下條款及負責支付據以下條款應付給發卡公司的款項，但附屬卡持有人毋需負責基本卡持有人或其他附屬卡持有人的債務；

1. 持卡人/會員資料

1.1 持卡人/會員明白發卡公司是基於持卡人/會員所提供的資料在現在或未來均為正確無誤才簽發此卡給持卡人/會員，所申報資料如有任何更改包括職業、工作或居住地址、永久居留地或電話號碼，持卡人/會員將立即書面通知發卡公司。

1.2 持卡人/會員同意發卡公司對持卡人/會員與發卡公司的電話通話進行電話錄音。

2. 此卡的使用

2.1 持卡人/會員將須(a)於收到此卡後立即簽署(須與信用卡申請表格或發卡公司所訂明的該其他文件上的簽署相同)；(b)經常小心保管此卡並確保此卡於任何時間均由持卡人/會員持有，及不可允許任何第三者以任何方式使用此卡；(c)不能使用超過發卡公司不時酌情決定的信貸限額(簡稱「客戶信貸限額」)；(d)不能使用超過發卡公司不時酌情決定的現金透支限額(簡稱「現金透支限額」，現金透支限額為客戶信貸限額的一部份)；(e)不能使用超過發卡公司不時酌情決定的信貸限額(簡稱「信貸限額」)；及(f)不可在此卡被收回或取消後繼續使用。

2.2 持卡人/會員將須使用此卡之私人密碼保密，若該密碼一旦洩露給其他人，持卡人/會員須立即通知發卡公司。倘若持卡人/會員之私人密碼不論因任何原因洩露給其他人，持卡人/會員將須完全承擔一切由此而招致的後果、損失及/或其他責任，並須全數賠償發卡公司一切因此而引起之損失。

2.3 當使用此卡時，持卡人/會員應確定於任何單據上的簽署與信用卡申請表格(或發卡公司所訂明的該其他文件)及此卡上的簽署相同，以便發卡公司可以進行核對確證。為免主生，持卡人/會員若未能實行此要求，將不會免除其使用此卡的任何責任。若持卡人/會員想就此卡採用新的簽署，需事先向發卡公司提出書面申請。

3. 經此卡實行的交易

3.1 此卡可在發卡公司的任何分行和其他接受此卡的財務機構及商戶使用。此卡可用作購買物品和服務、現金透支、付賬和獲得特價。發卡公司不時提供或安排之其他與信用卡有關的設施或服務。此卡亦可用作申請由發卡公司提供之信用卡貸款計劃(包括但不限於「Quick Cash」專項分期計劃或賬單「分期更好使」計劃或簽賬「分期更好使」計劃或折現計劃或結餘轉戶計劃)。

3.2 即使持卡人/會員沒有簽署任何單據和/或此卡之使用已超過客戶信貸限額或貸款限額和/或沒有確認信用卡，持卡人/會員仍須負責一切因使用此卡而實行的交易(簡稱「交易」)。未持有持卡人/會員簽署使用此卡而實行的交易包括但不限於以電話、傳真、郵寄或客戶媒介、直接授權從戶口轉賬付款、或利用自動櫃員機服務(無論此設備是屬於發卡公司與否)或透過商戶之銷售點終端機或用信用卡電話服務或任何其他其發卡公司不時認可的設備發出的指示。

3.3 持卡人/會員不可使用此卡參與任何非法活動(包括互聯網上的非法賭博)。發卡公司保留權利拒絕處理或支付發卡公司懷疑涉及非法賭博或根據適用法律可能為不合法的交易。如發卡公司合理及非歧視性處理或支付有關交易，(a)發卡公司、(b)花旗集團及其集團公司，包括發卡公司在內(「集團公司」)及/或(c)發卡公司或任何集團公司選擇向其提供服務而又非付款設施供應商的任何第三方(即指構成全球付款系統設施的第三方，包括但不限於通訊、結算或付款系統、中介銀行及代理銀行(「付款設施供應商」))、「第三方服務供應商」可能違反(i)任何當地或海外的司法管轄區的法律或規章，或(ii)發卡公司在任何當地或海外的司法管轄區與任何具司法管轄權的規管、檢控、稅務或政府機關(「機關」)訂立的任何協議(ii)及(iii)統稱為「法律或規章」)，發卡公司可拒絕處理或支付有關交易。發卡公司將無須就持卡人/會員因在本條款下的交易遭拒絕處理及支付而蒙受的任何損失或損害向持卡人/會員負責。

3.4 受以下有關條款規限，免息分期付款計劃(簡稱「本計劃」)是由發卡公司絕對酌情決定所提供的分期付款計劃只於持卡人/會員光顧發卡公司可能不時指定及通知的商戶(各稱「商戶」)時適用於持卡人/會員。就每次使用本計劃的交易而言(各稱「貸款」)：

- 持卡人/會員不可撤銷地授權發卡公司一次性把全部貸款金額繳付予商戶(可在商戶提供全部或部分相關產品或服務前繳付)，及保證該信用卡向發卡公司分期償還此金額。
- 持卡人/會員於接受本計劃及交易後，均不能取消、變更或撤銷。本計劃是否有效，須受限於賬戶狀況查核及發卡公司接納對本申請與否之酌情決定。
- 貸款額會在客戶信貸限額中扣除並轉為相應期數之分期付款。每筆分期付款均不得取消並會每月從賬戶支取直至完全繳清貸款金額。發卡公司將於持卡人/會員每月支付分期付款後按比例核減戶口的信用限額。就此，只有未償還的分期付款款額將仍然佔用賬戶的信用限額。任何退回或交換產品將不會影響在本計劃下的付款責任；
- 發卡公司及商戶可全權酌情決定本計劃不可與任何其他優惠項目同時使用。所有與本計劃有關的事宜及爭議，須以發卡公司最終決定為依據。
- 持卡人/會員可能會於指定的參與商戶支付相關交易時，透過發卡銀行發出的短訊及其他數碼渠道獲得有關本計劃的服務資訊。持卡人/會員同意接受公司的此類通知作為服務通知。持卡人/會員可透過以上渠道接受及使用本計劃。持卡人/會員所接受之任何計劃均應受本合約約束。適用於有關交易之計劃如於持卡人指定的時間內並未獲持卡人/會員接受及使用，則將會失效。
- 持卡人/會員不可取消購買或訂購產品及/或服務，及同意無論如何在所有情況下也不向發卡公司提出索償(包括已付金額的退款)。
- 如果商戶無法交付或履行全部或部分的產品或服務，或由於任

何原因有關產品或服務違約，包括但不限於商戶的停業、破產或清盤行動，持卡人/會員仍須向發卡公司支付每期分期付款，直至貸款金額全部繳清為止。

(h) 任何因產品及/或服務引起的索償、糾紛或投訴都應由持卡人/會員直接與商戶解決。無論此類糾紛(包括但不限於未收到產品及/或未能履行服務)能否得到解決，持卡人/會員仍有責任按照本合約規定的方式向發卡公司繳清全部貸款金額。

(i) 每次分期付款之支付將如同任何其他從賬戶中扣除的一般交易般處理。發卡公司保留權利拒絕處理或支付發卡公司懷疑涉及非法賭博或根據適用法律可能為不合法的支付。發卡公司合理及非歧視性處理或支付有關交易，(a)發卡公司、(b)花旗集團及其集團公司，包括發卡公司在內(「集團公司」)及/或(c)發卡公司或任何集團公司選擇向其提供服務而又非付款設施供應商的任何第三方(即指構成全球付款系統設施的第三方，包括但不限於通訊、結算或付款系統、中介銀行及代理銀行(「付款設施供應商」))、「第三方服務供應商」可能違反(i)任何當地或海外的司法管轄區的法律或規章，或(ii)發卡公司在任何當地或海外的司法管轄區與任何具司法管轄權的規管、檢控、稅務或政府機關(「機關」)訂立的任何協議(ii)及(iii)統稱為「法律或規章」)，發卡公司可拒絕處理或支付有關交易。發卡公司將無須就持卡人/會員因在本條款下的交易遭拒絕處理及支付而蒙受的任何損失或損害向持卡人/會員負責。

(j) 發卡公司既不是產品及服務的供應商，也不是商戶的代理人，因此不負責產品或服務的質量、保養、送貨、供應、安裝、任何何知識產權之所有權及與產品或服務相關的任何事宜。商戶為此類產品或服務及所有配套服務獨自承擔所有有關的責任及負債；及

(k) 發卡公司可根據其絕對權力及在任何時候毋須發出任何事先通知及理由而決定：(a)拒絕向持卡人/會員提供本計劃；或(b)撤回或取消持卡人/會員因在本條款下的交易上事件發生後，或如果持卡人/會員取消賬戶，持卡人/會員須立即向發卡公司償還該賬戶項下所有未償還之債務，包括但不限於本貸款的任何未繳款項。

4. 費用及收費

4.1 發卡公司將為持卡人/會員使用此卡而設一賬戶(簡稱「賬戶」)。發卡公司有權從此賬戶支取所有交易之款項和所有費用、收費、利息、欠款和其他據本合約應付的款額(統稱為「費用」)。

4.2 發卡公司將每月向持卡人/會員發出賬戶的月結單(「月結單」)，詳列所有交易及費用(簡稱「月結單總結欠」)及到期應付日(簡稱「付款限期」)。若自上一期月結單後沒有任何交易而賬戶的貸方或借方結餘亦少於發卡公司不時訂定的金額(現時為港幣二十元)的話，發卡公司可以不作向持卡人/會員發出月結單。

4.3 除發卡公司可使用其權利要求持卡人/會員在付款限期之前或當日繳付月結單總結欠外，持卡人/會員將按照發卡公司列載於收費率銀行信用卡服務收費表(簡稱「服務收費表」)或不時訂定的收費率支付以下各項項給發卡公司：

- 最低付款額
 - 月結單上顯示的最低付款額(簡稱「最低付款額」)，但持卡人/會員亦可償還多於最低付款額的款項。
- 信貸及透支超額
 - 若持卡人/會員因任何理由獲容許超越其客戶信貸限額，不論發卡公司是否收取超額費用或即時徵收臨時服務之費用，發卡公司仍可要求持卡人/會員於發出指示償還最低付款額外，還需繳付發卡公司任何或全部的超越客戶信貸限額的款項。
- 現金透支費用及現金透支利息
 - 持卡人/會員每次使用現金透支服務須繳付列載於服務收費表的現金透支費用，而發卡公司將按有關現金透支之總額(包括現金透支費用)由現金透支提取日起直至全數繳付為止收取財務費用。所有財務費用將以每日計算和累積。月結單內之現金透支利息之實際年利率已包括現金透支費用及財務費用在內，並根據銀行營運守則所訂定的淨值法計算。
- 財務費用
 - 發卡公司將每月檢討閣下的戶口情況，若戶口顯示上期月結單(簡稱「上期月結單」)所述的月結單總結欠未能在付款限期當日或之前繳付，發卡公司將就其上期月結單的未繳付之結欠由上期月結單日起直至全數存入賬戶為止，收取財務費用(根據月結單或服務收費表或發卡公司不時酌情確知的利率收取，以服務收費表所顯示的最低金額為下限)。此外，所有由上期月結單日起計的所有新交易發賬將計入未付之結欠中，以計算各項由相關交易日起計的財務費用(即使該各項交易是在本月月結單的付款限期后才需付款，但有關認購或購買發卡公司任何投資產品的交易除外)。所有財務費用將以每日計算和累積。
- 逾期手續費
 - 若發卡公司未能在付款限期當日或之前全數收到最低付款額，發卡公司將收取列載於服務收費表上之逾期手續費。
- 退票/自動轉賬退回的收費
 - 若付款入賬的支票不能兌現或自動轉賬之授權被拒絕或撤銷，發卡公司將從賬戶中收取列載於服務收費表上的退回手續費。
- 補發新卡費
 - 如須補發此卡，持卡人/會員將須支付列載於服務收費表上的手續費。
- 外幣匯票託收費用
 - 若持卡人/會員以港幣以外之其他貨幣付款，該筆付款只將在發卡公司收到後及扣除所有收費費用後，才存入賬戶中。
- 超額費用
 - 若使用信貸額超出客戶信貸限額，發卡公司將按收費表收取超額費用。
- 賬目調查手續費
 - 就每項不成立之賬目調查，發卡公司將收取列載於服務收費表上的賬目調查手續費。
- 拖欠財務費用
 - 發卡公司將每月檢閱信用卡戶口以決定是否收取拖欠財務費用。若該戶口顯示發卡公司未能在任何月結單的付款限期日之前收到該月結單的最低付款額，發卡公司將就該月結單之隔一期後的月結單未繳付之結欠及該月結單之隔一期後的月結單日起之所有新簽賬收取拖欠財務費用(列載於服務收費表)上以收取財務費用，即使該各項新交易是在該月結單的付款限期日才需付款。該拖欠財務費用將繼續適用直至發卡公司在任何連續六個月結單的付款限期或之前均收到相關月結單的最低付款額為止，此項財務費用將在適用時間始徵收。拖欠財務費用將每日計算和累積。
- 支票提取賬戶盈餘手續費
 - 若持卡人/會員以支票提取賬戶盈餘，發卡公司將收取列載於服務收費表上的支票提取手續費。
- 補發月結單手續費

據銀行營運守則所訂定的淨值法計算。

- 若持卡人/會員申請補發月結單，發卡公司將收取列載於服務收費表上的手續費。
- 申請補發賬服務手續費
 - 若持卡人/會員申請補發賬存根，發卡公司將收取列載於服務收費表上的手續費。
- 查閱個人資料手續費
 - 若持卡人/會員要求查閱個人資料，發卡公司將就每項個人資料閱取列載於服務收費表上的手續費。
- 即時增加臨時信用額手續費
 - 持卡人/會員若使用即時增加臨時信用額服務，需就獲批的臨時信用額的全數繳付列載於服務收費表上的手續費。
- 動態貨幣兌換費
 - 在香港以外地區進行的任何動態貨幣兌換交易，而交易的金額以港元從賬戶中扣除的話，該交易將會被徵收服務收費表所訂明的動態貨幣兌換費。
- 免息分期付款計劃取消交易手續費
 - 無論任何原因，若取消免息分期付款計劃，將會被徵收服務收費表所訂明的取消交易手續費。
- 郵寄月結單費用
 - 若持卡人/會員收取郵寄月結單，發卡公司將收取列載於服務收費表上的手續費。
- 以非港幣之貨幣達成的交易付款，發卡公司將會按由VISA/MasterCard/American Express在折算日從國際市場兌換率中選擇的兌換率計算為港幣。此等交易亦將另外收取列載於服務收費表上的手續費。
- 補發新卡費
 - 如須補發此卡，持卡人/會員將須支付列載於服務收費表上的手續費。
- 外幣匯票託收費用
 - 若持卡人/會員以港幣以外之其他貨幣付款，該筆付款只將在發卡公司收到後及扣除所有收費費用後，才存入賬戶中。
- 超額費用
 - 若使用信貸額超出客戶信貸限額，發卡公司將按收費表收取超額費用。
- 賬目調查手續費
 - 就每項不成立之賬目調查，發卡公司將收取列載於服務收費表上的賬目調查手續費。
- 拖欠財務費用
 - 發卡公司將每月檢閱信用卡戶口以決定是否收取拖欠財務費用。若該戶口顯示發卡公司未能在任何月結單的付款限期日之前收到該月結單的最低付款額，發卡公司將就該月結單之隔一期後的月結單未繳付之結欠及該月結單之隔一期後的月結單日起之所有新簽賬收取拖欠財務費用(列載於服務收費表)上以收取財務費用，即使該各項新交易是在該月結單的付款限期日才需付款。該拖欠財務費用將繼續適用直至發卡公司在任何連續六個月結單的付款限期或之前均收到相關月結單的最低付款額為止，此項財務費用將在適用時間始徵收。拖欠財務費用將每日計算和累積。
- 支票提取賬戶盈餘手續費
 - 若持卡人/會員以支票提取賬戶盈餘，發卡公司將收取列載於服務收費表上的支票提取手續費。
- 補發月結單手續費

10.6 持卡人/會員明白支持Citi Alerts即時短訊服務的第三方(包括發卡公司指定的電訊公司)並非發卡公司的代理，亦不代表發卡公司，且與發卡公司並無合作、合夥、聯繫或其他關係。發卡公司不會為該第三方(包括系統營運者)引致的任何損失負責。

10.7 Citi Alerts即時短訊服務使用發卡公司的、發卡公司的附屬公司及/或其他軟件供應商的專有權軟件。持卡人/會員同意發卡公司已就Citi Alerts即時短訊服務向持卡人/會員授予使用該軟件的非專用特許，此特許僅容許持卡人/會員使用該軟件作預定之用途。持卡人/會員同意不會進行任何有關該軟件的拆拆、解編、複製、更改或還原工程，亦不會准許任何其他人士進行上述事項。

11. 取消

11.1 發卡公司保留權利並可以在毋需給與持卡人/會員任何理由或事先通知下，收回、暫停、延長或更改任何提供給持卡人/會員的設施或服務、提高或降低客戶信貸限額、信貸限額或現金透支限額、收回任何或所有之卡、結束賬戶或終止本合約。在不局限發卡公司上述權利及作為實例說明，發卡公司可能在下述情況下行使該等權利，例如持卡人/會員違反本合約之任何條款、沒有支付到期款項或開始或面對破產、債償或類似行為或訴訟或為了令任何法律或規章可獲遵從。

11.2 持卡人/會員須以書面通知發卡公司終止本合約。

11.3 發卡公司可以(無論有否暫停或減少信貸，或收回此卡，或終止本合約)要求持卡人/會員立即償還賬戶內全部之欠款，即使本合約經已終止，持卡人/會員仍須負擔因本合約所產生或仍然存在之責任。

11.4 如發卡公司不論因任何原因終止此合約，發卡公司有權於合約終止後六個月內任何時間向持卡人/會員發出任何款項以取替此卡。

11.5 不論出於任何原因，發出給基本卡持卡人/會員的信用卡(「基本卡」)一旦被終止，將終止根據該基本卡所發出的所有附屬卡。

11.6 基本卡持卡人/會員或附屬卡持卡人/會員可以透過以下方式終止附屬卡(而不終止基本卡)：(i)通知發卡公司；(ii)剪掉附屬卡或退回附屬卡。如果附屬卡未按下述方式被剪掉或退回，發卡公司在收到終止通知後，根據適用於終止信用卡的程序採取積極的行動，以防止附屬卡繼續被使用。基本卡持卡人/會員需要對透過附屬卡進行的任何交易負責，直至該附屬卡被剪掉或退回，或直到發卡公司能實施適用於終止信用卡的程序為止，以較後者為準。

12. 修訂

12.1 發卡公司保留權利可隨時透過事先通知修訂本合約之條款，包括但不限於就任何收費或費用之定率 and 付款方式作出的任何修訂。該新修訂條款將根據適用的營運守則從發卡公司指定之日期生效。

12.2 若持卡人/會員拒絕接受發卡公司之新修訂，持卡人/會員須在該修訂生效前停止其賬戶。

12.3 持卡人/會員在發卡公司發出有關新修訂通知生效日期後使用此卡所作之交易將被視為持卡人/會員無條件地接受並同意該新修訂。

13. 於發卡公司及/或花旗銀行香港分行持有戶口之持卡人/會員
13.1 本條文適用於持卡人/會員於發卡銀行(此卡相關之戶口除外)及/或花旗銀行香港分行持有戶口者。

13.2 花旗銀行戶口及服務之條款(「花旗銀行戶口及服務之條款」)經不時修訂或補充)應視為全文皆引用於本合約，如花旗銀行戶口及服

務之條款與本合約之條款不一致，概以本合約之條款為準，惟儘管如此，有關開押記、結合及合併戶口或保障之權利而言，則應以花旗銀行戶口及服務之條款內第12條(押記、留置權及抵銷)項下之第12.3、12.4及12.5條(經不時修訂或補充)(各自為一項「花旗銀行戶口及服務之條款」)為準，而花旗銀行戶口及服務之條款之適用條款之指引為：

- 根據本合約，「閣下」應視為包括花旗銀行(香港)有限公司及花旗銀行香港分行；及
- (CitiGroup Organisation) 應附有花旗銀行戶口及服務之條款之第2.3條(經不時修訂或補充)內所述之涵義。
- 其他
 - 發卡公司在任何時間在毋須事先通知持卡人/會員的情況下，將其在本合約內的任何或所有權利或業務轉移、轉讓、轉授或分包予任何人士。在無損於前述所述的情況下，如發卡公司合理認為為發卡公司遵從任何法律或規章而合理所需，發卡公司亦可將該項發卡公司在本協議內之全部或部份權益和義務及賬戶中的任何款項轉移給任何集團公司。
 - 所有發卡公司發出之通知、月結單或書信可以書面通知、月結單附件或通知書、電子郵件訊息或印在月結單或通知書上訊息或透過發卡公司認為恰當之任何其他形式。所有此等發卡公司發出之通知，月結單或書信在向持卡人/會員發出後在發卡公司登記的地址發送後即為有效發出，並在該等通訊方式之通常遞送時間內視為已由持卡人/會員收取。
 - 發卡公司特此授權(但並非必須)按納經以下方式發出的指示：
 - 據稱由持卡人/會員發出的電話、傳電電報、郵寄、傳真傳輸或書面指示；或
 - 以發卡公司不時指定的方式透過電子途徑(包括電子郵件及短訊)發出的指示，儘管有任何錯誤、誤解、欺詐、偽造或在條款上不清楚或缺欠授權，不須發卡公司查詢有關人士作出或據稱給予此等指示的權限或身份，或查詢它們是否真實。但如發卡公司合理相信信執行有關指示，(a)發卡公司、(b)任何其集團公司及/或(c)任何其第三方服務供應商可能違反法律或規章，發卡公司可拒絕執行有關指示。發卡公司將無須就持卡人/會員因在本條款下的指示遭拒絕執行而蒙受的任何損失或損害向持卡人/會員負責。
- 本合約條款之中文譯本僅作指引參考用途。如中、英文本有任何差異，將以英文本為準。
- 5.除文字需另解釋，否則，所有本合約內有單數含義之字眼亦包括雙數含義，而有雙數含義之字眼亦包括單數含義，如適當時所有男性之字眼亦包括女性和/或中性。本合約之標題僅作參考用途，並不影響本合約之詮釋。
- 14.6 本合約受香港法律管轄並根據香港法律詮釋。持卡人/會員茲此同意接受香港法庭的非專屬性司法管轄權。
- 14.7 此等條款、本合約、及/或持卡人/會員與發卡公司之間的所有任何其他協議、文件、票據或安排的任何規定，不論明示或暗示，既非旨在也不會賦予任何人如非因香港法例第623章、《合約(第三者權利)條例》的條文而不會享有的任何強制執行條款的利益或權利。惟(a)根據本條文及《合約(第三者權利)條例》之條款，任何集團公司(發

信封上)之有關條款。若使用發卡公司之自動櫃員機以現金存款，付款金額需經銀行職員或其代理人核證後，才存入賬戶中。

5.2 若持卡人/會員未能按本合約支付到期需付或應付的款項，發卡公司可能委派收賬公司催收有關款項。在發卡公司因向持卡人/會員催繳、追收或在控告持卡人/會員賠償在本合約規定下應付之欠款或因持卡人/會員違反或不遵守本合約之條款需作出其他補償，而須支付律師費、收賬費用或其他開支，發卡公司/會員將補償發卡公司。法庭按該訴訟各方共同基金基準評定的律師費(合理地招致及金額合理的費用及開支)，雙方另行協議除外。與此有關的任何合理地招致的費用及開支(包括收賬公司的費用)將由持卡人/會員承擔，但最高補償金額為原欠付款項金額的百分之三十(30%)。

5.3 持卡人/會員與商戶對購物及服務之糾紛，將由持卡人/會員直接與商戶自行解決。有關任何商戶所供應之貨品或服務，或有任何商戶拒絕接受此卡，發卡公司將毋需對此負責。商戶的退款在發卡公司收到其正確無誤的退款單據後，才轉款到賬戶中。

5.4 發卡公司只會在如實收到已兌現的付款及將外幣付款據發卡公司一般慣常運作由發卡公司兌換成港幣後，並在不作任何抵銷、追討、附帶條件、限制、扣除或預扣下，才被視為收到持卡人/會員的付款及已將存款存入賬戶中。

5.5 賬戶所收到的款項或其他進賬，可按照下列次序支付：(1)法律及收賬費用；(2)財務費用；(3)所有透支利息；(4)所有適用的收費及費用，包括但不限於現金透支費用、逾期手續費、超額費用、服務費用、退票/自動轉賬退回費用、補發新卡費及賬目調查手續費；(5)任何計劃或發卡公司其他的分期計劃下未付的分期付款餘額；及(6)其他情況下之未付本金餘額(在該次交易被錄收的財務費用利率有所不同的情況下，費用收取次序為最高利率至最低利率)；或可在發卡公司毋須預先通知持卡人/會員之下但認為適當的次序支付款項。

5.6 閣下同意本行可在任何時候郵寄支票至閣下最後更新之通信地址，以退還該戶口內部分或全部之結餘，而毋須事先通知。

5.7 在不影響本合約的其他條款下，若持卡人/會員需離開香港一段時間的話，持卡人/會員須在離開香港前安排繳付費用給發卡公司。

6. 此卡遺失及被竊

6.1 持卡人/會員應根據發卡公司不時提供之指示留意信用卡及密碼之保安。若此卡遺失或被竊或被人知悉其密碼，持卡人/會員須在合理可能的情況下盡快致電發卡公司之CitiBank電話理財服務熱線2860 0333/白金卡服務專線2860 0360(僅供花旗銀行白金卡持卡人使用)/Ultima服務專線2860 0360(僅供Citi ULTIMA會員使用)/Citi Prestige服務專線2860 0338(僅供花旗銀行Citi Prestige持卡人使用)/透過 Citi Mobile® App 與我們聯絡(僅供花旗銀行Citi Plus持卡人使用)/American Express服務專線2860 0366(僅供Citibank Cash Back American Express® Card會員使用)，通知發卡公司。

6.2 在持卡人/會員通知發卡公司其遺失或被盜取卡/個人密碼或其他如其其他個人密碼前，持卡人/會員均須對透過此卡實行的所有交易(不論持卡人/會員授權與否)負責。不過，如損失並不是因持卡人/會員的欺詐行為，或嚴重疏忽，或違反條款6.1而引致的，持卡人/會員對未經授權交易要承擔的責任則以港幣五百元為上限。上述所提及持卡人/會員的承擔金額上限，並不適用於自動櫃員機使用此卡(不論是發卡公司之自動櫃員機)的交易。

6.3 若此卡遺失或被竊，發卡公司無義務補發新卡給持卡人/會員。如

卡公司除外(各自為一名「第三方」)可執行本合約向該集團公司投出或旨在投出任何權利之任何條款或規定；及(b)毋須任何第三方同意，本合約之各方均可隨時撤銷或更改本合約。

14.8 有關“BDAl”的披露

“BDAl”是指大數據分析及人工智能應用，一般涉及自動模擬人類智慧，令它們能夠學習、感受、思考及行動以達到自動化及取得大量由保存及記錄人類、工具或機器活動而創造的結構性資料及非結構性資料的分析見解。機器學習、決策樹、自然語言處理、生物特徵認證技術、互聯網商情檔案、網絡記錄檔皆為BDAl的例示。銀行可就個人資料或非個人資料使用BDAl。銀行就個人資料的BDAl的使用受銀行的有關《個人資料(私隱)條例》的政策聲明(“政策聲明”)約束。此外，銀行可自行或透過其服務供應商，使用BDAl作：

- 進行統計、走勢、市場、行為、使用模式、顧客分類及定價分析；
- 進行信貸、反洗錢、預防欺詐及其他風險評估；
- 計劃、研究及發展、服務或產品設計，改善顧客體驗；
- 預測模型；及
- 任何與上述有關的其他用途。

銀行已設立有別的政策及程序以確保數據的安全及完整性及BDAl的使用是公平及按照適用法律及規例的。

有關花旗衍生數據的披露
“花旗衍生數據”是指銀行透過BDAl或其他方法收集、產生或衍生的已整合及匿名的有關客戶的資料，但不包括任何個人資料或能夠直接或間接確定個人身分的數據。銀行可不受限制地自由使用花旗衍生數據。在不限制上述的銀行權利下，不論是薪酬或無酬，若該轉移是在適用法律及規例下允許的，花旗衍生數據可以研究、走勢或市場分析或報告形式轉移至其集團公司，及由其或其集團公司至其他第三方。

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