# Citi HKTVmall Card Agreement TERMS AND CONDITIONS

(Effective on December 6, 2022)

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

### DEFINITIONS AND INTERPRETATION 1.1 Unless the context otherwise requires, the following expressions shall have the following

meanings in this Agreement:-"Application" means an application by a prospective Cardholder for the Card

"Card" means Citi HKTVmall Card in its plastic card form, and/or in its digital form as enrolled in the HKTVmall Platform, and includes the HKTVmall Instant Credit;

## "Cardholder" includes prospective Cardholder

"Card Transaction Data" means data relating to purchases of goods or services by the Cardholder with any merchant using the Card, obtained, received or generated by the Company as issuer of the Card;

"Citi HKTVmall Card Payment Channel" means a non-card association payment channel between the Company and HKTVmall that the Cardholder may choose to effect payment to HKTVmall using the Card;

"Enabled Device" has the meaning defined in Clause 15.1;

"HKTVmall" means Hong Kong TV Shopping Network Company Limited;

"HKTVmall Platform" means the e-commerce platform developed, operated and maintained by HKTVmall, including the HKTVmall website (https://www.hktvmall.com/ (or such other URL that may serve the same purpose from time to time)), the HKTVmall mobile app and such other digital interfaces and channels which HKTVmall may operate for e-commerce purposes from time to time;

"HKTVmall Instant Credit" means a temporary credit line of the Card for making Citi HKTVmall Card Payment Channel Transaction only, in such amount and for such duration as determined and granted by the Company at its discretion, and will be cancelled upon issuance of the plastic Card; "HKTVmall Transactions" means purchases of goods or services by the Cardholder from

HKTVmall Platform and/or HKTVmall physical outlets using the Card;

"HKTVmall Transaction Data" means data relating to HKTVmall Transactions, obtained, received or generated by HKTVmall as seller or service provider to sellers; "Citi HKTVmall Card Payment Channel Transaction" means Transactions that

Cardholders pay via the Citi HKTVmall Card Payment Channel; "PIN" includes biometric verification such as fingerprint identity or facial recognition personal identification number, passcode, One-time Password (OTP) as applicable for the

use of the Card and/or the Enabled Device; and

"Transactions" means transactions effected by the Cardholder through use of the Card, including without limitation, those effected through use of the HKTVmall Instant Credit. CARDHOLDER'S INFORMATION

- 2.1 The Cardholder understands that the Company issues the Card on the basis that information provided by the Cardholder is and will remain true and correct. The Cardholder will inform the Company immediately in writing upon any change of such information including that on employment, business or residential address, permanent 2.2 The Cardholder agrees to the Company recording the telephone conversations between
- the Cardholder and the Company. USE OF CARD

the Cardholder for the Application and final approval by the Company of the Application.

The Cardholder shall complete the Application by providing the supporting documents

transactions data and credit card transactions data relating to my purchases with

HKTVmall and any other merchants (including but not limited to date, amount and

merchant information)) (collectively "Co-Brand Card Data")) to, by and between the

Company and HKTVmall for the purposes of (i) considering and processing Application

Program, (iv) analysis of customer behavior and usage patterns; (v) for all purposes as

respectively disclosed in the Company's Policy Statement relating to the Personal Data

(Privacy) Ordinance and HKTVmall's Privacy Policy Statement; and (vi) any other

purposes relating thereto. Each of the Company and HKTVmall shall be solely responsible

for using and handling such data transferred to it in accordance with its respective

account(s) and/or designated advice of account(s) will be made available by electronic

means (the "e-Statement Service" & "e-Advice Service" respectively), the Cardholde

accepts and agrees to be bound by this Clause 10. Upon enrollment for the e-Statemer

Service and/or the e-Advice Service, the Cardholder will no longer receive his Statement

and/or designated advice in paper form (designated advice being the types of advice as

listed on your website www.citibank.com.hk/e-advice from time to time). The Cardholder

agrees to abide by any and all laws, rules, regulations and official issuances applicable to

the e-Statement Service and/or the e-Advice Service (as the case may be), now existing of

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 in connection with the e-Statement

with the e-Statement Service and/or e-Advice Service by the Company to the

Cardholder's designated email address shall be deemed to be delivery of the relevant

Statement and/or designated advice to the Cardholder. The Company may, at its sole

and/or e-Advice Service, send any Statement and/or advice to the Cardholder's last

registered mailing address should the Company fail to send emails in connection with the

e-Statement Service and/or e-Advice Service at the Cardholder's registered email

suspend or discontinue the e-Statement Service and/or e-Advice Service without giving

any reason or prior notice. The Company reserves the right to impose such fee(s) for the

e-Statement Service and/or e-Advice Service from time to time at its sole discretion at

available to him provided that he has appropriate internet access and telecommunications

services and equipment. The Cardholder shall keep such equipment used for the

10.3 The Company has the discretion from time to time to modify, restrict, withdraw, cancel.

10.4 The Cardholder understands that the e-Statement Service and/or e-Advice Service are

10.5 The Cardholder undertakes to provide to the Company with his updated and correct email

10.6 Upon reasonable attempt, failing to send emails in connection with the e-Statement

10.7 To cancel enrollment for the e-Statement Service and/or e-Advice Service, the Cardholder

Service and/or e-Advice Service to the Cardholder with reasonable retry, the e-Statement

Service and/or e-Advice Service will be automatically cancelled and the Company will

shall give prior notice at least 10 working days before the next Statement / advice date

(852) 2860 0333 / Platinum Service Line 2860 0360 (for Citibank Platinum Cardholde

through Citibank online banking or at least 15 working days through CitiPhone Banking at

only) / Ultima Service Line 2860 0308 (for Citibank Ultima Cardholders only) / Citi

Prestige Service Line at 2860 0338 (for Citi Prestige Cardholders only) or Citihank

branches. Upon cancellation of enrollment for the e-Statement Service and/or e-Advice

Service, the Company will resume sending Statements and/or advice in paper form to the

expenses that the Cardholder shall incur, including without limitation, any loss or damage

caused to the Cardholder data, software, computer, telecommunications equipment or

10.8 The Cardholder agrees that the Company shall not be liable for any loss, damages or

address in order to use the e-Statement Service and/or e-Advice Service.

resume sending Statements and/or advice in paper form to the Cardholder.

10.2 The Cardholder agrees that the successful delivery of emails (if applicable) in connection

privacy policies and practices and the applicable legal and regulatory requirements.

10.1 By enrolling for and using the service in which an electronic form of statement of

(ii) operation of the Card, (iii) registration and operation of HKTVmall Membership

### 3.1 The Company may grant the HKTVmall Instant Credit to a Cardholder subject to the terms and conditions of this Agreement, pending provision of supporting documents b

10. E-STATEMENT /E-ADVICE SERVICES

Service and/or e-Advice Service.

address or for any other reason.

any time by giving prior notice to the Cardholder

e-Statement Service and/or e-Advice Service secure.

within the time period prescribed by the Company, otherwise the HKTVmall Instant Credit will be withdrawn and the Application will lapse upon expiry. An Application may eventually be rejected notwithstanding grant of the HKTVmall Instant Credit by the Company. Rejected or lapsed Application is without prejudice to the Cardholder's of its Group Companies to comply with any Law or Regulation.

other equipment in connection with the Cardholder's use of the e-Statement Service 9.4 The Cardholder acknowledges, agrees and consents to the collection, use, disclosure and/or e-Advice Service unless they are caused solely and directly by the Company's exchange and transfer from time to time of personal data contained in the car negligence or willful default. application and relating to use of the Card by the Cardholder (including purchas

- 10.9 The Cardholder 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 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 othe equivalent system in any jurisdiction via the e-Statement Service and/or e-Advice Servic The Cardholder 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
- 10.10 The e-Statement Service and e-Advice Service use proprietary software of the Company. the Company's affiliates or other software suppliers. The Cardholder agrees that the Company has granted the Cardholder a non-exclusive license to use this software in connection with the e-Statement Service and/or e-Advice Service that allows the Cardholder to use such software only for its intended purposes. The Cardholder agrees that he shall not disassemble, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.

## 11. CITI ALERTS SERVICE

- 11.1 The Cardholder agrees that by enrolling for and using the service(s) wherein the Company will send alerts via electronic means ("Citi Alerts Services"), the Cardholde accepts and agrees to be bound by this Clause 11 and to pay any fee associated with the use of the Citi Alerts Services. The Cardholder 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 been 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 in connection with the Citi Alerts
- 11.2 The Cardholder 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.
- 11.3 The Cardholder 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 acknowledges that the Company does not warrant the security, secrecy or confidentiality of any information transmitted via the Citi Alerts Services. The Cardholder 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's authorization.
- 11.4 The Cardholder acknowledges that any information received by the Cardholder 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
- 11.5 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 or delay in transmitting information to the Cardholder or for any error or inaccuracy in such information unless it results from any negligence or willful default on the part of the Company or of such telecommunications company. In particular, the Cardholder understands that neither the 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's 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.
- 11.6 The Cardholder 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.
- 11.7 The Citi Alerts Services use proprietary software of the Company, the Company's

3.2 The Cardholder acknowledges and agrees that use of the Card includes enrolling the Card in HKTVmall Platform for effecting payment and/or using the HKTVmall Instant Credit. 3.3 The Cardholder will (a) sign the plastic Card upon receipt (adopting the same signature in

the application form or such other documents as may be prescribed by the Company); (b)

Company against all consequences, losses and / or other liabilities incurred as a result of

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

liability for the use of the Card. The Cardholder should submit prior written application to

4.1.1 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 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 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

4.1.2 The Cardholder will be liable for all Transactions effected through the use of the

Card and/or the PIN even if no sales draft is signed by him and/or the Custome

Credit Limit or Loan Limit is exceeded and/or without card activation. Types of

Transactions effected without the Cardholder'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 no

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

Rewards Programme operated solely by HKTVmall and be subject to the Terms and

Conditions for HKTVmall Rewards Programme issued and amended by HKTVmall

from time to time. The Company shall not be responsible or liable for any matters

granted by the Company for Citi HKTVmall Card Payment Channel Transaction,

time, or Transactions effected through use of the PIN or Enabled Device.

4.2.1 The Cardholder shall register with HKTVmall as a member of the HKTVmall

4.2.2 No Citi ThankYou Rewards Points, cash or any other forms of rebates will be

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

(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 provide

(meaning a third party that forms part of the global payment system infrastructure,

including without limitation, communications, clearing or payment systems, intermediary

4.3 The Cardholder is not authorized to use the Card to take part in any illegal acts (including

or dealings under the HKTVmall Rewards Programme

inless otherwise specified by the Company.

processing or paying the Transaction, (a) the Company

3.5 When using the Card, the Cardholder should ensure that the signature in the sales draft

the Company if he wants to adopt a new signature for the use of his Card.

Program, Balance Transfer Program, Merchant Installment Plan).

the PIN being known to another person for whatsoever reason.

4. TRANSACTIONS EFFECTED THROUGH CARD

4.1 Credit card functionality

4.2 Membership and Rewards

obligations under this Agreement in respect of Transactions already effected through use

- 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 by the 4.4 Notwithstanding any provision in this Agreement, if an unauthorized transaction is Company from time to time at its discretion ("Customer Credit Limit"); (d) not exceed the reported in accordance with this Agreement before its settlement date, Cardholder is cash advance limit (which forms part of the Customer Credit Limit) assigned by the entitled to withhold payment of the disputed amount. While investigation is on-going, the Company from time to time at its discretion ("Cash Advance Limit"); (e) not exceed the Company will not impose any Finance Charge or interest on the disputed amount or make loan limit assigned by the Company from time to time at its discretion ("Loan Limit"); and an adverse credit report against Cardholder. After investigation is completed in good (f) not use the Card after it is withdrawn, cancelled or malfunctioned. faith and if the investigation result shows that the report was unfounded, the Company 3.4 The Cardholder will keep any PIN in connection with the use of the Card strictly has the right to re-impose any outstanding Charges or interest on the disputed amount confidential and immediately inform the Company if the PIN is known to any othe over the whole period (including the investigation period). The result of the good faith person. The Cardholder will accept full and sole responsibility for and fully indemnify the investigation is binding on Cardholder.
  - 4.5 In the event where a 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 remains liable to pay the full amount of the Transaction, subject to the relevant Card association rules.

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

regulatory, 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 for any loss or damage suffered by the

Cardholder resulting in any way from a refusal to process or pay a Transaction under this

- 4.6 Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the merchant by the Cardholder. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder remains liable to repay the entire amount of the Transaction in the manner stipulated by this Agreement, subject to the relevant Card association rules.
- 4.7 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.

- 5.1 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.
- 5.2 The Company will issue to the Cardholder 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 if there has been no Transaction since the las 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).
- 5.3 Subject to the Company's right to require the Cardholder to pay the full amount of the tatement Balance on or before the Payment Due Date, the Cardholder will pay to the Company the following sums at such rates as shown in the Citibank 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 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, i for whatsoever reason the Cardholder 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 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 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 will be shown as a cash advance charge on the Statement in an Annualized Percentage Rate which is calculated according to the Net Present Value

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

## 12. CANCELLATION

- 12.1 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, 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 not prior notice to the Cardholder. Without limiting the Company's rights as aforesaid and as an illustration, any such right is likely to be exercised if the Cardholder is in breach of any of the terms of this Agreement, fails to pay any amount when due, or commences of suffers to have any insolvency, execution or similar action or proceedings against himself or for the purpose of complying with the Law or Regulation.
- 12.2 The Cardholder may terminate this Agreement at any time by written notice to the
- 12.3 The Company may (with or without having suspended or reduced the credits extended withdrawn any Card or terminated this Agreement) require the Cardholder to immediately nay the entire outstanding balance under the Account. All obligations of the Cardholder incurred or existing under this Agreement as of the date of termination will survive such termination.
- 12.4 If 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 in substitution for the Card.
- 12.5 Termination of the Card issued to the Principal Cardholder ("Principal Card") for whatever reasons will terminate all Supplementary Card(s) issued under it.
- 12.6 Either the Principal Cardholder or a Supplementary Cardholder 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 The Principal Cardholder 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.

## AMENDMENTS

- 13.1 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 code
- 13.2 If the Cardholder does not accept the Company's amendments, the Cardholder will discontinue the Account by written notice to the Company before such amendments become effective. 13.3 Any Transaction using the Card after the effective date of the amendments will be
- deemed to be conclusive evidence that the Cardholder has accepted and agreed to such amendments without reservation.
- 14. CARDHOLDER WHO HAS AN ACCOUNT WITH THE COMPANY AND/OR CITIBANK, N.A., HONG
- 14.1 This clause applies when the Cardholder has an account (of whichever type) with the Company (other than the account relating to the Card) and/or with Citibank, N.A., Hong 14.2 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

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 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

Minimum Payment Due is not received by the Company on or before the Payment (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. (g) Return Check / Reject Autopay Fee

A late charge as specified in the Fees Schedule is charged if the full amount of

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 (h) Lost Card Replacement Fee

A handling fee as specified in the Fees Schedule will be charged for the issuance of

any replacement Card. (i) Collection Fee If payment is made by the Cardholder 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 (j) 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. (k) 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. (I) Default Finance Charge (If applicable)

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 tatement 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

(m) 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. (n) Statement Retrieval Fee

A handling fee as specified in the Fees Schedule will be charged for request for

(b) "Citigroup Organisation" shall bear the meaning ascribed to that term in clause 2.3

15. CARD ENROLLMENT IN HKTVmall PLATFORM 15.1 The Cardholder may enroll the Card in HKTVmall Platform through a mobile device of the Cardholder for payment of HKTVmall Transactions ("Enabled Device").

15.2 By enrolling the Card for payment in HKTVmall Platform as provided in Clause 15.1, the Cardholder agrees that: (a) the Cardholder shall keep the Enabled Device safe and secure (including ensuring

- that the Enabled Device is not modified contrary to the software or hardware guidelines of the manufacturer, locking it when not in use or when it is unattended and by installing up-to-date anti-virus software on it) and ensure that PIN is not disclosed to anyone and the Cardholder must take all steps to prevent any fraud, loss or theft in respect of the PIN, Enabled Device or the Card; (b) if biometric details may be used to identify the Cardholder or be used to grant
- access to the Enabled Device to access and use the Card or to authorize any Transaction, the Cardholder must not save a third party's biometrics such as fingerprint (biometric information) on the Enabled Device; (c) in the event a third party's biometrics are saved on the Enabled Device, whether
- now or in the future, and such biometric details can be used to grant access to the Enabled Device to access and use the Card or to authorize any Transaction, the Cardholder understands, acknowledges and agrees that such person, using his o her biometrics, will be able to access and use the Card and authorize Transactions using the Card, and the relevant Transactions will be deemed as authorized by the Cardholder and be charged to the Card, for which the Cardholder shall be fully esponsible and liable; and
- (d) the Cardholder shall remove the HKTVmall mobile app from the Enabled Device before disposing of the Enabled Device. 15.3 The Cardholder shall follow the instructions from HKTVmall if the Cardholder no longer
- wishes to enroll the Card for payment in HKTVmall Platform. Removal of the Card from HKTVmall Platform will not terminate the plastic Card unless it is terminated in accordance with this Agreement.
- 15.4 HKTVmall Platform is provided by HKTVmall, and without any recommendation, n or warranty of any kind from the Company. The Cardholde acknowledges and agrees that the Company will not be liable for any claims, losses. liabilities, damages, costs or expenses arising from or related to use of the Card through the HKTVmall Platform, including without limitation, due to any error, virus, failure, delay interruption, disruption or unavailability of the HKTVmall Platform. Any inquiries or complaints relating to the use of HKTVmall Platform shall be directed to HKTVmall.

16.1 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 Without prejudice to the foregoing, the Company may also 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.

16.2 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 disnatched to the Cardholder's address last registered with the Company and will be deemed to be received by the Cardholder within a generally acceptable time of that means of communication. 16.3 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; or (b) electronic means (including emails and SMS) given in such manner as the Company may prescribe from time to time 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 for any loss or damage suffered by the Cardholder resulting in any way from a refusal to act on the instructions under this clause.
- 16.4 These terms are translated from English to Chinese for guidance only. If there is any

retrieval of statement.

(p) Personal Data Access Request

reimburse the Company all such legal fees as taxed by the court on a common fund basis (o) Sales Draft Retrieval Fee (fees and disbursements which are of a reasonable amount and reasonably incurred) A handling fee as specified in the Fees Schedule will be charged for request for unless otherwise agreed. Other reasonable fees and expenses (including the fees of the retrieval of sales draft. debt collection agencies) reasonably incurred in that connection will be reimbursed by

A handling fee as specified in the Fees Schedule will be charged for each personal

(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.

(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 Hong Kong for which the value of the Transaction is debited to the

A handling fee as specified in the Fees Schedule will be charged for receiving paper

Account in Hong Kong dollars (s) Merchant Installment Plan Cancellation Handling Fee A handling fee as specified in the Fees Schedule will be charged in the event of

cancellation of Merchant Installment Plan. (t) Paper Statement Fee

5.4 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 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.

Statement is received in due time and to enquire with and obtain the same from the Company forthwith if not duly received. The Cardholder 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 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 5.6 Where Supplementary Card(s) is/are issued, the Company may

5.5 The Cardholder agrees that it is the Cardholder's sole responsibility to ensure that every

(a) set-off the credit balance in any other account(s) of the Principal Cardholder with

Card due from such Supplementary Cardholder to the Company.

the Company against the outstanding balance of each Supplementary Card due from each Supplementary Cardholder to the Company; and (b) only set-off the credit balance in any other account(s) of a Supplementary

Cardholder with the Company against the outstanding balance of the Supplementary

5.7 All notices, Statements or correspondence given by the Company to the Principal Cardholder is deemed to be given to the Principal Cardholder and each Supplementary Cardholder, Any instructions given by the Principal Cardholder to the Company will bind the Principal Cardholder and each Supplementary Cardholder. Any dispute or claim between Principal Cardholder and any Supplementary Cardholder will not affect their respective obligations and liabilities under this Agreement.

## PAYMENT OF CHARGES

Hong Kong.

16.8 Disclosure regarding BDA

and pricing analysis;

(d) predicative modelling; and

applicable laws and regulations.

17. MERCHANT INSTALLMENT PLAN

(e) any other purposes relating thereto.

Disclosure regarding Citi Derived Data

- 6.1 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 of 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 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. 6.2 If the Cardholder fails to pay any sum due or payable hereunder, the Company may appoin
- 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 or other remedies resulting

conflict or inconsistency between the two versions, the English version will prevail.

will not affect construction of this Agreement.

rescind or vary this Agreement at any time.

16.5 Unless the context otherwise requires, all expressions herein in the singular will include

16.6 This Agreement will be governed by and construed in accordance with the laws of Hong

16.7 Nothing in these terms, this Agreement, and/or any other agreement, document,

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

Kong. The Cardholder hereby submits to the non-exclusive jurisdiction of the courts of

instrument or arrangement between Cardholder and the Company, whether expressed or

implied, is intended to, or will, confer on any person any benefit or any right to enforce an

term which such person would not have but for the Contracts (Rights of Third Parties)

Ordinance (Cap.623 of the Laws of Hong Kong), ("CRTO") 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 CRTO, 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

"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

(a) performing statistical, trend, market, behaviour, usage pattern, customer segment

(b) performing credit, anti-money laundering, fraud prevention and other risk

(c) planning, research and developments, designing services or products, improving

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

"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 it or its group company,

with or without remuneration, if and to the extent such transfer is permissible under

and in addition to this Agreement. All capitalized terms shall have their respective

meanings as defined in this Agreement, unless otherwise defined or the context requires

Company at its absolute discretion and is only applicable to the Cardholder 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 (each, a "Plan

(a) Cardholder irrevocably authorizes the Company to pay the full Plan 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 equal monthly

17.1 The following terms and conditions shall govern Merchant Installment Plan, subject to

17.2 The Merchant Installment Plan (the "Plan") is a loan (the "Loan") provided by the

addition, the Bank may by itself, or via its service providers, use BDAI for:

installments through the Card (each an "Installment") with the first Installment being charged on the Plan Transaction date, and each subsequent Installment will be charged to the Card on the same monthly calendar day (or the next calendar day if there is no such day) of the Plan Transaction date until the Loan Amount is fully repaid. Each date on which an Installment is charged to the Card is referred to as

Device is lost or stolen or when someone else knows his PIN.

from the breach or non-compliance with any term of this Agreement, the Cardholder wil

the Cardholder up to a maximum of 30% of the original outstanding sum.

Company receives a properly issued credit voucher.

connected with the use of the Card.

Cardholder and HKTVmall.

withholding whatsoever.

prior notice.

7. LOSS OR THEFT OF THE CARD

made prior to his departure.

6.3 The Cardholder will directly settle disputes between merchants and the Cardholder 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

Card. Credits to the Account for refunds made by merchants will be made only when the

matters in relation to HKTVmall Transactions. The Company shall not be responsible for

any such matters. The Company shall not be responsible or liable in any way if HKTVmall

or any other merchant(s) are not able to deliver or perform the goods or services for any

reason, whatsoever, including without limitation, the cessation of business or bankruptcy

or winding up of HKTVmall or such merchant(s). Any dispute in relation to goods or

services supplied is between Cardholder and the relevant merchant, and the Company

shall not be deemed to be a party to such dispute. The Company shall not be liable of

responsible for the quantity, quality, timeliness, merchantability, fitness for purpose or

any other aspects of the goods or services supplied by a merchant or in respect of any

contract or transaction entered into between such merchant and the Cardholder

mechanism which may allow the Cardholder to raise any disputes with the Company in

respect of any credit card transaction, either directly or via credit card association of

otherwise (collectively, the "chargeback mechanism"), are not applicable to Citi HKTVmal

Card Payment Channel Transaction because they will not be processed through credit

card association. As such, Cardholder is not entitled to chargeback mechanism and

accepts there will be no dispute handling for Citi HKTVmall Card Payment Channel

Company in funds for such purpose, and refunds (if any) may not be made by way of

credits to the Account, and subject to the contract governing the transaction between the

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

6.7 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 installments 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

credit balance by sending a check to the address last notified by you, at any time without

absent from Hong Kong for some time, arrangements to settle the Charges should be

the Company considers appropriate without prior reference to the Cardholder.

6.8 You agree that we may debit your Card Account to make a partial or full refund of your

6.9 Without prejudice to the other terms of this Agreement, if the Cardholder should be

7.1 The Cardholder shall observe and follow any recommendation of the Company from time

to time regarding the security of the Card, Enabled Device and the PIN (including without

limitation those provided in Clause 15). The Cardholder 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 Citibank Ultima Cardholders only) if any card or Enabled

7.2 The Cardholder 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

/ Enabled Device/PIN has been lost or stolen or that someone else knows the PIN

from the Transactions with the highest rate to the lowest rate); or in any other order as

6.6 Payments to the Company will only be deemed to be received by the Company and

Fransaction. Refunds (if any) will only be made if HKTVmall agrees to refund and puts the

6.5 All rules and regulations of credit card association (VISA), including without limitation any

6.4 The Cardholder will directly settle disputes between HKTVmall and the Cardholder for any

(b) Availability of the Plan is subject to eligibility and account status checking by the Company in its absolute discretion. In the event of cancellation of the Plan by Cardholder, a Merchant Installment Plan Cancellation Handling Fee (i.e. HK\$300) as specified in the Fees Schedule may be charged and the outstanding Loan Amount will be billed in full;

an "Installment Date" in this Agreement

(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 Installments. Each Installment 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 Installment by Cardholder. As such, only the outstanding Installment amounts shall be counted against the Customer Credit Limit. Any return or exchange of products will not affect the payment obligations

(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) payment of each Installment 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 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 ayments, in accordance with the terms of this Agreemen (f) 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; or (ii) withdraw or cancel the Plan/Loan/Account. Upon the occurrence of any of the aforementioned event, or if the Cardholder cancels the Account, Cardholder shall immediately repay all outstanding liabilities under the Account, including without limitation any amount outstanding under the Loan, to the Company.

1.5% of the billed Installment will be included in the Minimum (h) The Company will charge the interest rate and/or fees as disclosed at the date of

availing the installment loan which shall be applicable during its entire term and no dditional fees and finance charge will be charged for this Plan Transaction, ONLY if the Company receives (or had received) payment in full of the Statement Balance stated on your monthly Statement of Account by the Payment Due Date every month until you have paid all Installments However, if the Company does not receive the full payment of the Statement

a. current and previous monthly Statement of Account, i. the billed monthly Installment due in current Statement of Account will be

Balance as indicated in your

subject to the daily Finance Charge as set out in the Statement of Account from the Installment Date till one day before you pay the current outstanding balance in full, and ii. any unpaid portion of any previous monthly Installment(s) in your current

Statement of Account, will be subject to daily Finance Charge as set out in the Statement of Account from one day after the current Statement Date till one day before you pay the current outstanding balance in full. current monthly statement of account only.

i. the billed monthly Installment due in current Statement of Account will be subject to the daily Finance Charge as set out in the Statement of Account

from one day after the current Statement Date till one day before the date you pay the current outstanding balance in full. Please note that the Loan will take more than the scheduled term to pay off in full if only Minimum Payment Due is paid. The Minimum Payment Due includes only 1.5%

of billed Installment, which is also specified in Clause 17.2 (g) of this Agreement and please refer to Clause 6.7 of this Agreement for the payment allocation sequence. In addition, if the Company does not receive the full payment of the Minimum Payment Due by the Payment Due Date, a Default Finance Charge (if applicable) will be charged instead of the Finance Charge and you must also pay a Late Charge as determined by the Company and notified to you from time to time; and your

However, provided that the Cardholder has not acted fraudulently, with gross negligence or in breach of Clause 7.1, the Cardholder's maximum liabilities for such unauthorized transactions shall not exceed HKD500.00. The application of the aforesaid limitation on liability of the Cardholder 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)

7.3 The Company will not be obliged to issue a replacement Card to the Cardholder if his Card is lost or stolen. If the Company agrees to issue a replacement Card, its use will be subject to the terms of this Agreement.

## 8. RIGHTS OF THE COMPANY

- 8.1 The Cardholder hereby agrees that the Company may, at any time and without prior notice, set off or transfer any monies standing to the credit of the Cardholder's account with the Company and bank accounts with the Company or Citibank, N.A. of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all sums due to the Company in connection with the Card in whatever currency. Insofar as any of the sums may only be due to the Company contingently or in future, the Company's and Citibank, N.A.'s liability to the Cardholder to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or
- 8.2 Save where Clause 14 (Cardholder who banks with Citibank, N.A., Hong Kong Branch) applies, the Cardholder requests each of the Company and Citibank, N.A., Hong Kong Branch (each, a "Citi Paying Entity") to undertake to the other (each, a "Citi Creditor") to discharge any indebtedness which the Cardholder owes to a Citi Creditor upon the written demand of that Citi Creditor certifying to the Citi Paying Entity that the Cardholder has ailed to discharge any such indebtedness on its due date. The Cardholder undertakes to indemnify each of the Citi Paying Entities against all losses and liabilities which any of you may incur in connection with such undertaking. 8.3 Any Card issued to the Cardholder is and remains the property of the Company, and is not
- transferable. The Cardholder will promptly return all Cards on demand.
- any of its Third Party Providers may withhold or deduct any collected amount, meaning an amount for or on account of, or which represents, withholding, income tax, value added tax, tax on the sale or disposition of any property, duties, or any other lawfully collected amount (the "Collected Amount"), which is required to be withheld or deducted to comply with any Law or Regulation from any payment to the Cardholder, or to or from the Account or any of the Cardholder's accounts. Any Collected Amount shall be timely paid to the relevant Authority in accordance with the relevant requirement. The Cardholder will be notified of any Collected Amount as soon as reasonably practicable. The Cardholder acknowledges that the Company will not be required to reimburse the Cardholder for any amount withheld or deducted by a Payment Infrastructure Provide Further, to the extent the Company or any of its Group Companies or its Third Party Service Providers pays or has paid from its own funds or is or will become required to make a payment to an Authority in respect of an amount that should have been, but was not, a Collected Amount, the Cardholder will indemnify the Company for such payment, plus any interest and penalties thereon. The Cardholder understands that the Company is not required to contest any demand made by an Authority for such payment.

# PERSONAL DATA

- by the Company from time to time may be used, held, disclosed, and/or transferred to any of the Group Companies or Third Party Service Providers and such persons (whether in or outside Hong Kong) as set out in the Policy Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force available by the Compan to its customers from time to time for the nurposes as stated in the said Policy Statement and the Authorities for compliance with any Law or Regulation or as required by or for the purpose of any court, legal process, audit or investigation of any Authority. The aforesaid shall apply notwithstanding any applicable non-disclosure agreement. The Cardholder acknowledges that such personal data and account information or records may be transferred to jurisdictions which do not have strict data protection or data privacy laws.
- 9.2 The Cardholder hereby agrees that the Policy Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force shall in all respects apply

credit records will reflect payment delinquency. The above is subject to the terms of this Agreement governing your Citi Credit Card account. The Cardholder Cardmember should refer to Clause 5.3 (I) of this Agreement for the charging logic of the Default Finance Charge (if applicable). The prevailing Finance Charge Default Finance Charge and Late Charge are available in the Fees Schedule

(i) Points, Octopus Cash or Cash Rebates will be credited monthly corresponding to

18. RECURRING CARD INSTRUCTIONS

18.1 The Cardholder/ Cardmember can authorise another party to debit his Card Account on a recurring basis using his Card number and/or expiry date. This is called a Recurring Card Instruction ("Recurring Card Instruction").

Cardmember to complete an instruction form. Details of when amounts under a Recurring Card Instruction are charged to the Card and the amounts to be charged should be set out in the instruction form. 18.3 If the Cardholder/ Cardmember has provided Recurring Card Instructions to a Merchant,

Account and the Company is obliged to process this request

Cardmember is responsible for reinstating all relevant Recurring Card Instruction(s).

Card being lost or stolen or Card otherwise being replaced, or Card is cancelled or Account is closed, the Cardholder/ Cardmember has the responsibility to contact the Merchant to cancel or change the details of his Recurring Card Instructions, Without prejudice to Cardholder/ Cardmember's aforesaid responsibility, if the relevant Card cancellation or Card details change and if Cardholder/ Cardmember has not opted-out of such service, Cardholder/ Cardmember is deemed to authorise the Company to (if the Company chooses to do so):

the Company does this, the replacement Card Account will continue to be debited in accordance with that Recurring Card Instruction except that the replacement Card number and/or its new expiry date will be used (instead of the previous Card

must ensure that he has available credit under his Card Account to enable that payment to be made within Customer Credit Limit.

payment of a Recurring Card Instruction, the Company may still, at its discretion and subject to the terms of this Agreement, honour the payment which may cause the Customer Credit Limit to be exceeded. However, this does not change the Customer Credit Limit and Cardholder/Cardmember should refer to the Fees Schedule to learn about any fee which may apply.



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8.4 The Cardholder agrees that (a) the Company, (b) any of its Group Companies, and/or (c)

## 9.1 The Cardholder hereby agrees that all personal data relating to the Cardholder collected

in relation to the Card and the Account and any matter arising therefrom or incidental 9.3 The Cardholder understands and agrees that he must provide the Company with such information as the Company may require from time to time to enable the Company or any

https://www.citibank.com.hk/english/credit-cards/pdf/fee-schedule.pdf

the Installment billed

18.2 In order to set up a Recurring Card Instruction, a Merchant will ask the Cardholder/

the Cardholder/ Cardmember will need to contact the Merchant directly to request a cancellation. The Company suggests that the Cardholder/ Cardmember does this at least 15 days prior to the next scheduled payment. Until the Cardholder/ Cardmember cancels his authority, the Merchant has the right to request the Company to debit the Card

18.4 Subject to Clause 18.6 below, after Card cancellation or replacement, the Cardholder/

18.5 Cardholder/Cardmember may retain a copy of the request to change or cancel any Recurring Card Instruction(s) with a Merchant. The Cardholder/ Cardmember may use this as proof if a Merchant has not acted in accordance with his request. 18.6 If Card number and/or Card expiry date is changed, for example as a result of previous

(a) provide his replacement Card details to such Card association to update the

Recurring Card Instruction(s) or update the relevant Card association that his previous Card has been cancelled or the Account has been closed; and/or (b) where the Card has been replaced, treat the Recurring Card Instruction(s) as

applying to the replacement Card and/or its new expiry date (as the case may be). If

18.7 Before each payment under a Recurring Card Instruction, the Cardholder/ Cardmember

18.8 If Card Account does not have sufficient Customer Credit Limit available to cover the

Citi Credit Card is issued by Citibank (Hong Kong) Limited

## Citi HKTVmall信用卡合約條款及細則

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 HKTVmall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」,基本卡持有人和附屬卡持有人亦統稱 「持卡人」)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. 定義和解釋

1.1 除非上下文另有要求,否則本協議中的以下表述具有以下含義

「申請」是指準持卡人就此卡所提出的申請

「卡」是指於HKTVmall平台登記的、以實體卡形式和/或數碼形式的Citi HKTVmall信用卡,此卡包括HKTVmall即時信用額

「信用卡交易資料」是指與持卡人於任何商戶憑卡購買商品或服務有關 的資料,並由本公司作為發卡機構獲得、接收或衍生的

「Citi HKTVmall信用卡支付平台」是指本公司與HKTVmall之間的非信用 卡協會付款平台,而持卡人亦可選擇使用此卡向HKTVmall付款;

「已啟用的設備」具有條款15.1中定義的含義

### 「HKTVmall」是指香港電視購物網絡有限公司;

「HKTVmall平台」是指由HKTVmall開發、營運及維護的電子商務平台, 包括HKTVmall網站(https://www.hktvmall.com/(或可能不時用於相同 目的的其他URL))、HKTVmall流動應用程式,以及HKTVmall可能不時 用於電子商務目的的其他數碼介面及渠道

「HKTVmall即時信用額」是指僅適用於憑此卡進行Citi HKTVmall信用卡 支付平台簽賬的臨時信用額,其金額及期限由本公司自行決定,並將在 發行實體卡後取消;

「HKTVmall簽賬」是指持卡人憑卡於HKTVmall平台和/或HKTVmall實

「HKTVmall交易資料」是指與HKTVmall作為賣方或賣方的服務供應商 而獲取、接收或衍生有關的HKTVmall交易資料

「Citi HKTVmall信用卡支付平台簽賬」是指持卡人透過Citi HKTVmall信 用卡支付平台支付的HKTVmall交易

「PIN」包括生物特徵驗證,例如指紋身份或面部識別、個人身份證號 碼、密碼、一次性密碼(OTP)(適用於卡之使用和/或已啟用的設備); 和 「簽賬」是指持卡人透過使用卡來進行的交易,包括但不限於透過使用 HKTVmall即時信用額進行的交易。

2.1 持卡人明白發卡公司是基於持卡人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。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,持卡人將立即書面通知發卡公司。 2.2 持卡人同意發卡公司對持卡人與發卡公司的電話通話進行電話錄音。

3.1 當持卡人為申請卡提供相關文件以及本公司對申請發出最終批准之前, 本公司可以根據本協議的條款及細則向持卡人授予HKTVmall即時信用 額。持卡人應在本公司規定的期限內提供相關文件以完成申請,否則 HKTVmall即時信用額將被撤消,而該申請將在有效期後失效。即使本

的任何其他目的,不時收集、使用、披露、交換和傳送信用卡申請上的 個人資料與本人使用此卡有關之個人資料(包括本人於HKTVmall及任何 其他商戶消費的購物交易資料及信用卡交易資料(包括但不限於日期、 金額及商戶資料)) (統稱為「聯營卡資料」)。花旗銀行及/或HKTVmall 均應根據其各自的私隱政策及慣例,以及適用的法律和法規要求,就使 用及處理此類傳輸資料全權負責。

## 10. 電子月結單/電子通知書服務

10.1 通過登記和使用發卡銀行以電子方式提供電子賬戶月結單及/或指定通 知書(分別簡稱「電子月結單服務」及「電子通知書服務」),持卡人接 受及同意受本合約第10條款約束。在登記電子月結單服務及/或電子通 知書服務後,持卡人將不會再收到月結單及/或指定通知 書 的 印 本 文 件 (指定通知書包括閣下於網頁www.citibank.com.hk/e-advice不 時列出種類的通知書)。持卡人同意遵從任何及所有現時或此後制定、 頒佈或執行並適用於電子月結單服務及/或電子通知書服務的法律、法 規、規定及官方指引,以及發卡公司不時向持卡人提供,藉以規管有關 電子月結單服務及/或電子通知書服務使用其他設施、優惠或服務的其

10.2 持卡人同意, 若發卡公司成功將與電子月結單服務及/或電子通知書服 務有關的電郵(如適用)送遞往持卡人指定的電郵地址,應視為將每月結 單及/或指定通知書送交持卡人。若發卡公司未能將電子月結單服務及/ 或電子通知書服務有關的電郵送遞往持卡人/指定的電郵地址,或基於 任何理由,儘管持卡人登記電子月結單服務及/或電子通知書服務,發 卡公司可全權酌情決定將任何帳戶月結單及/或通知書郵寄往持卡人最 新登記的郵遞地址。

10.3 發卡公司可不時酌情決定修改、限制、撤銷、取消、暫停或中止電子戶 結單服務及/或電子通知書服務,而毋須給予任何理由或事前通知。發 卡公司保留權利,可透過事先向持卡人發出通知隨時全權酌情決定不時 就電子月結單服務及/或電子通知書服務徵收費用。

10.4 持卡人明白到,電子月結單服務及/或電子通知書服務須要求持卡人擁 有適當的互聯網及電訊服務及具有適當的設備,持卡人應保持使用電子 月結單服務及/或電子通知書服務的設備穩妥可靠。

10.5基於使用電子月結單服務及/或電子通知書服務,持卡人承諾向發卡公 司提供其最新及正確的電郵地址。

10.6 若發卡公司在合理重試後,仍未能將有關電子月結單服務及/或電子通 知書服務的電郵送遞給持卡人,電子月結單服務及/或電子通知書服務 將自動取消。發卡公司並會恢復向持卡人印發月結單及/或通知書。

10.7 若持卡人擬取消電子月結單服務及/或電子通知書服務的登記,須於下 期月結單/下一張通知書日期前不少於10個工作天前透過Citibank網上 理財,或於下一個結單/下一張通知書日期前最少15個工作天致電 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 0308(僅供花旗 銀行Ultima持卡人使用)/Citi Prestige服務專線2860 0338(僅供花旗銀 行Citi Prestige持卡人使用)或前往花旗銀行分行,通知發卡公司。在取 消電子月結單服務及/或電子通知書服務的登記後,發卡公司將恢復向 持卡人印發月結單及/或通知書。

10.8 持卡人同意,發卡公司毋須就持卡人的數據、軟件、電腦、電訊設備或 其他設備因持卡人使用電子月結單服務及/或電子通知書服務所導致的 (包括但不限於)任何損失、損害或支出而承擔任何責任, 除非純粹直接 因發卡公司疏忽或蓄意錯失所致,則作別論。

10.9 持卡人同意發卡公司應以合理努力,確保電子月結單服務及/或電子通 知書服務的安全性及確保未獲授權的第三方不能進入使用。但是,持卡 人確認,發卡公司對於電子月結單服務及/或電子通知書服務通過在任

公司授予HKTVmall即時信用額,該申請最終亦可能遭拒絕。拒絕或失 效的申請不影響持卡人根據此協議就使用HKTVmall即時信用額進行的 交易所需承擔的義務。

3.2 持卡人承認並同意,使用此卡包括將卡登記到HKTVmall平台以進行付 款和/或使用HKTVmall即時信用額。

3.3 持卡人將須(a)於收到實體卡後立即簽署(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於 任何時間均此卡由持卡人持有;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、取消或失效後繼續使用。

3.4 持卡人將須把使用此卡的私人密碼保密,若該密碼一旦洩露給其他人 持卡人須立即通知發卡公司。倘若持卡人之私人密碼不論因任何原因洩 露給其他人,持卡人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

3.5 當使用此卡時,持卡人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)及此卡上之簽署相同,以便發卡公司 可以推行核對確認。為免生疑,持有人若未能實行此要求, 將不會免 除其使用此卡的任何責任。若持卡人想就此卡採用新的簽署,需事先向 發卡公司提出書面申請。

# 4. 經此卡實行的交易

4.1.1 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」套現分期計劃或賬單「分期更好使」計劃或簽賬「多 期更好使」計劃或折現計劃或結餘轉戶計劃或商戶分期計劃)。

4.1.2 即使持卡人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,持卡人仍須負責一切因使用 此卡而實行的交易(簡稱「交易」)。 未有持卡人簽署使用此卡而實 行的交易包括但不限於以電話、傳真、郵寄或電子媒介、直接授 權從戶口轉賬付款、或利用自動櫃員機服務(無論此設備是屬於到 卡公司與否)或诱過商戶之銷售點終端機或用信用卡電話服務或任 何其他發卡公司不時認可的設備發出的指示。

4.2.1持卡人應在HKTVmall註冊成為由HKTVmall營運的HKTVmall獎勵 計劃成員,並受HKTVmall不時發布及修訂的HKTVmall獎勵計劃之 條款及細則約束。對於HKTVmall獎勵計劃下的任何事宜或交涉, 本公司一概不負責

4.2.2 除非本公司另有規定,否則本公司不會為Citi HKTVmall信用卡支付 平台簽賬授予Citi ThankYou Rewards積分、現金或任何其他形式

4.3 持卡人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。如發卡公司合理相信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

何司法管轄區內任何適用的互聯網服務供應商、網絡系統或其他同類型 系統所傳送的任何資料的保安、保密或機密事宜,並不保證。持卡人確 認其明白並接受所有使用電子月結單服務及/或電子通知書服務可能涉 及的風險,包括但不限於電子月結單服務及/或電子通知書服務在未經 持卡人授權的情況下被截斷、監察、修改、竄改或被送遞或披露予其他

10.10 電子月結單服務及/或電子通知書服務使用發卡公司的、發卡公司的附 屬公司或其他軟件供應商的專有權軟件。持卡人同意發卡公司已就電 月結單服務及/或電子通知書服務向持卡人授予使用該軟件的非專用特 許,此特許僅容許持卡人使用該軟件作預定之用途。持卡人同意不會進 行任何有關該軟件的分拆、解編、複製、更改或還原工程,亦不會准計 任何其他人士進行上述事項。

## 11. Citi Alerts即時短訊服務

11.1 持卡人同意,通過登記及使用本公司透過電訊設備傳達提示的服務(簡 稱「Citi Alerts即時短訊服務」),即代表持卡人接受並同意受本合作約 第11條款約束,並支付與使用Citi Alerts即時短訊服務的任何費用。持卡 人同意遵從任何及所有現時或此後制定、頒佈或執行並適用於Citi Alerts 即時短訊服務的法律、法規、規定及官方指引,以及發卡公司不時向持 卡人提供,藉以規管有關Citi Alerts即時短訊服務使用其他設施、優惠 或服務的其他條款及條件

11.2 持卡人須負責其電訊設備的保安,並須採取一切合理的防範措施以防任 何第三者接觸到任何機密資料。發卡公司將不會為任何 機密資料的披

11.3 持卡人同意發卡公司應以合理努力,確保Citi Alerts即時短訊服務的安 全性及確保未獲授權的第三方不能進入使用。但是,持卡人確認,發卡 公司並不保證通過Citi Alerts即時短訊服務所傳送的任何資料的保安 保密或機密事宜。持卡人確認其明白並接受所有使用Citi Aler 訊服務可能涉及的風險,包括但不限於Citi Alerts 即時短訊服務在未經 持卡人授權的情況下被截斷、監察、修改、竄改或被送遞或披露予其他

11.4 持卡人確認,任何持卡人透過其電訊設備所收到的Citi Alerts即時短訊 服務的任何資料,均只作持卡人(而非任何其他人士)的參考用途,不應 將之作為與其有關事宜之不可推翻的證據。

11.5 發卡公司及發卡公司為提供Citi Alerts即時短訊服務而指定之任何電訊 公司,均不會為任何未能或延遲向持卡人傳送資料或資料中的任何錯誤 或偏差而負上任何法律責任或責任,除非該責任由發卡公司或該電訊公 司引致的任何疏忽或故意失責所造成。持卡人明白,發卡公司及任何該 電訊公司均不會為其合理控制範圍外任何原因所引致之後果(包括但不 限於持卡人的電訊設備因任何原因未能接收資料、任何電訊故障、互聯 網服務供應商失靈、電力故障、設備或裝置失靈、停頓、受到干擾或有 所不足、天災、政府行為、內亂、罷工、戰爭、火災、水災或爆炸)負 上任何法律責任或責任。

11.6 持卡人明白支持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、聯營或其他關係。發卡公司不會為該第三方(包括系統 營運者)引致的任何損失負上責任。

11.7 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。持卡人同意發卡公司已就Citi Alerts即時短 訊服務向持卡人授予使用該軟件的非專用特許,此特許僅容許持卡人使 用該軟件作預定之用途。持卡人同意不會進行任何有關該軟件的分拆 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 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 ((i)及(ii)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負責。

4.4 儘管本合約有所規定,如根據本合約就未經授權的交易在結算日期之前 提出報告,持卡人有權扣留有爭議的金額。在進行調查期間,發卡公司 將不會對爭議金額收取任何財務費用或利息,亦不會針對持卡人作出不 良信貸報告。調查如實完成後,如調查結果表明該報告並無根據,發十 公司有權就整段期間(包括調查期間)對爭議金額重新收取任何未償還的 費用及收費或利息。誠信調查的結果對持卡人具有約束力。

4.5 如果商戶無法交付或履行全部或部分的產品或服務,或由於任何原因就 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 卡人仍然有責任按照相關的信用卡機構規則支付全數交易金額。

4.6 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,持卡人仍然須遵守相關的信用卡機構規則並有責任按照 本合約規定的方式清還全數交易金額

4.7 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。

5.1 發卡公司將為持卡人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」)。

5.2 發卡公司將每月向持卡人發出賬戶的月結單(簡稱「月結單」),詳列所 有交易及費用(簡稱「月結單總結欠」)及到期繳付日(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办 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 不向持卡人發出月結單。

5.3 除發卡公司可使用其權利要求持卡人在付款限期之前或當日繳付月結單 總結欠外,持卡人將按照發卡公司列載於花旗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款項給發卡公司:

月結單上顯示的最低付款額(簡稱「最低付款額」),但持卡人亦可

(b) 信貸及透支超額 若持卡人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增加臨時信用額服務之費用,發卡公司 仍有權要求持卡人除了須償還最低付款額外,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。

(c) 現金透支費用及現金透支利息

持卡人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。

12.1 發卡公司保留權利並可以在毋需給與持卡人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的設施或服務、提高或降低 客戶信貸限額、現金透支限額、收回任何或所有此卡、結束賬戶或終」 本合約。在不局限發卡公司上述權利及作為實例説明,發卡公司可能在 下述情況下行使該等權利,例如持卡人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、償債或類似行為或訴訟或為了令任何法 律或規章可獲遵從。

12.2 持卡人須以書面通知發卡公司終止本合約。

12.3 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) 要求持卡人立刻償還賬戶內全部之欠款。即使本合約經已終止,持卡人 仍須負擔因本合約所產生或仍然存在之責任

12.4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發出任何卡以取替此卡。

12.5 不論出於任何原因,發出給基本卡持卡人的信用卡(「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。

12.6基本卡持卡人或附屬卡持卡人可以透過以下方式終止附屬卡(而不終止 基本卡):(i)通知發卡公司及(ii)剪掉附屬卡或退回附屬卡。如果附屬卡 未按上述方式被剪掉或银回,發卡公司可在收到終止涌知後,根據適用 於終止信用卡的程序採取相應的行動,以防止附屬卡繼續被使用。基本 卡持卡人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

13.1 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和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。

13.2 若持卡人拒絕接受發卡公司之新修訂,持卡人將須在該修訂生效前停止 其賬戶。

13.3 持卡人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 將被視為持卡人無條件地接受並同意該新修訂

14. 於發卡公司及/或花旗銀行香港分行持有戶口之持卡人

14.1 本條文適用於持卡人於發卡銀行(此卡相關之戶口除外)及/或花旗銀行 香港分行持有戶口者。

14.2 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,就有 關押記、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的適用 條文」)為準,而花旗銀行戶口及服務之條款的適用條文內之指稱為:

(a) 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 (b) 「Citigroup Organisation」應附有花旗銀行戶口及服務之條款的第

2.3條 (經不時修訂或補充)/內所述之涵義。

15. 於HKTVmall平台為卡登記

15.1 持卡人可利用持卡人的流動裝置於HKTVmall平台將此卡登記,以支付 HKTVmall簽賬(「已啟用的設備」)。

15.2 持卡人一旦按照條款15.1的規定在HKTVmall平台登記此卡,即表示同 意:(a) 持卡人應確保已啟用的設備安全可靠(包括確保已啟用的設備並

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 單日起百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通知的利率收取,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 交易簽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(即使該各項新交易是在本月月結單的付款限期才需付款 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。

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。

發卡公司將於其指定日期向持卡人之賬戶收取列載於服務收費表 上不可退還的年費。 發卡公司亦將就現金付款或索取任何有關此卡紀錄之服務,從賬 戶收取列載於服務收費表上的服務費用。

(g) 退票/自動轉賬退回的收費

若付款入賬的支票不能兑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。

(h) 補發新卡費

如須補發此卡,持卡人將須支付列載於服務收費表上的手續費 (i) 外幣匯票託收費用

若持卡人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款費用後,才存入賬戶中。

若所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

(k) 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。

(I) 拖欠財務費用(如適用)

發卡公司將每月閱討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或之前收到 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)以取代財務費用,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期月結單的付款限 期或之前均收到相關月結單的最低付款額為止,此後財務費用將 在適用時開始徵收。拖欠財務費用將每日計算和累積。

(m) 支票提取賬戶盈餘手續費

若持卡人以支票提取賬戶盈餘,發卡公司將收取列載於服務收費 表上的手續費用。

(n) 補發月結單手續費

若持卡人申請補發月結單,發卡公司將收取列載於服務收費表上

未曾進行違反製造商軟件或硬件準則之改動,在非使用時或無人看管時 被鎖定,並透過安裝最新版本防病毒軟件),並確保不向任何人透露 PIN。持卡人必須採取一切措施以防止PIN、已啟用設備或卡遭欺詐 遺失或被盜;(b) 如生物特徵資料可能用於識別持卡人,或用於授權例 用已啟用設備以使用此卡或授權任何交易,則持卡人不得將第三方的生 物特徵(例如指紋(生物特徵資料))保存於已啟用的設備內;(c) 不論是現 在還是將來,如果第三方的生物特徵資料保存在已啟用的設置內,而此 類生物特徵資料可用於授權使用已啟用設置以使用此卡或授權任何交 易,持卡人理解、確認並同意該人使用其生物識別資料將能夠使用此 卡並授權使用此卡進行交易,而相關交易將被視為由持卡人授權並從卡 中扣除,持卡人應對此承擔全部責任;及(d)持卡人在丟棄已啟用的設 置之前,應該從已啟用的設置中刪除HKTVmall流動應用程式。

15.3 如持卡人不再希望於HKTVmall平台將此卡登記為付款卡,持卡人應遵 循HKTVmall的指示。從HKTVmall平台移除此卡將不會終止實體卡,除 非持卡人根據本協議終止使用實體卡。

15.4 HKTVmall平台由HKTVmall提供,未經本公司任何推薦、支持、陳述或 保證。持卡人承認並同意,本公司就因透過HKTVmall平台使用此卡而 導致的或與之相關的任何索賠、損失、責任、損害、成本或費用一概不 負責,包括但不限於因任何HKTVmall平台的錯誤、病毒、故障、延遲 中斷或無法使用。有關使用HKTVmall平台的任何查詢或投訴,請直接 與HKTVmall聯絡。

16.1 發卡公司可在任何時間在毋須事先通知持卡人的情況下,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仕。在無 捐於前文所述的情況下,如發卡公司合理認為為發卡公司導從任何法律 或規章而合理所需,發卡公司亦可將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。

16.2 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 為恰當之任何其它形式。所有此等發卡公司發出之通知,月結單或書信 在向持卡人最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收取。

16.3 發卡公司特此被授權(但並非必須)接納經以下方式發出的指示: (a)據稱 由持卡人發出的電話、電傳電報、郵寄、傳真傳輸或書面指示;或(b) 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晰或欠缺授 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負

16.4 本合約條款之中文翻譯本僅作指引參考用。如中、英文本有任何差異 將以英文本為準。

16.5除文意需另作解釋,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譯。

16.6本合約受香港法律管轄並應根據香港法律詮譯。持卡人茲此同意接受香

16.7 此等條款、本合約,及/或持卡人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,既非旨在亦不

港法庭的非專屬性司法管轄權。

若持卡人申請補發簽賬存根,發卡公司將收取列載於服務收費表 上的手續費。 (p) 查閱個人資料手續費

若持卡人要求查閱個人資料,發卡公司將就每項個人資料查閱收 取列載於服務收費表上的手續費。

(q) 即時增加臨時信用額手續費 持卡人若使用即時增加臨時信用額服務,需繳付列載於服務收費 表上的手續費

(r) 動態貨幣兑換費 在香港以外地區進行的任何動態貨幣兑換交易,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 動態貨幣兑換費 (s) 商戶分期計劃取消交易手續費

不論任何原因,若取消商戶分期計劃,將會被徵收服務收費表所

(o) 申請補發簽賬存根手續費

訂明的取消交易手續費。 (t) 郵寄月結單費用

若持卡人收取郵寄月結單,發卡公司將收取列載於服務收費表上 的手續費。

5.4 以非港幣之貨幣達成的交易付款,發卡公司將會按由VISA/MasterCard

另外收取列載於服務收費表上的手續費。 5.5 持卡人同意,持卡人須負全責確保及時收到所有月結單,並當未能及時 收到時向發卡公司作出查詢及要求領取該份月結單。持卡人並承諾核實 每份月結單是否正確。如有任何差異、錯漏、錯誤或不正確的記項或討

在折算日從國際市場兑換率中選擇的兑換率折算為港幣。此等交易亦將

情,持卡人應於月結單日期起六十天內通知發卡公司。在該段期間終結 後,有關的發卡公司紀錄及月結單詳情,應為針對持卡人的確證,除了 已通知發卡公司的任何指稱錯誤,以及發卡公司行使權利以調整及修訂 任何記項或詳情(發卡公司可於任何時間行使有關權利) 處理其造成的? 當或錯誤之外,發卡公司毋須進一步證明有關紀錄及詳情實屬正確。

5.6 如發行附屬卡,發卡公司可以

下的各自義務及責任。

(a) 以基本卡持卡人於發卡公司之任何其他賬戶的結存,抵銷各附屬卡 持卡人於每張附屬卡的結欠;及 (b)僅以附屬卡持卡人於發卡公司之任何其他賬戶的結存,抵銷該附屬

卡持卡人的附屬卡的結欠。 5.7 由發卡公司向基本卡持卡人發出的所有通知、月結單或書信均視為已發 出予基本卡持卡人及每位附屬卡持卡人。由基本卡持卡人向發卡公司發 出的任何指示將對基本卡持卡人及每位附屬卡持卡人具約束力。基本卡 持卡人與任何附屬卡持卡人之間的任何爭議或追討將不影響其在本合約

### 6. 費用支付

6.1 發卡公司將不時規定支付款項方式。如持卡人/會員經由發卡公司之自 動櫃員機付款或其他可接受的支付款項方式, 所支付之款項將受發卡公 司不時適用之條款約束,包括當時適用之交易記錄和存款信封上之有關 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。

6.2 若持卡人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。若發卡公司因向持卡人催繳、追收或在控告持 卡人賠償在本合約規定下應付之欠款或因持卡人違反或不遵守本合約條

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授出或旨在授出任何權 利之任何條款或規定;及(b)毋須任何第三方同意,本合約之各方可隨 時撤銷或更改本合約

## 16.8有關"BDAI"的披露

"BDAI"是指大數據分析及人工智能應用,一般涉及電腦模擬人類智慧 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類 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 曲奇檔案、網絡記錄檔皆為BDAI的例子。銀行可就個人資料或非個人 資料使用BDAI。銀行就個人資料的BDAI的使用受銀行的有關《個人資料的BDAI的使用受銀行的有關《個人資料的BDAI的使用受銀行的有關《個人資料》 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BDAI作

(a) 進行統計、走勢、市場、行為、使用模式、顧客分類及定價分析

(b) 進行信貸、反洗錢、預防欺詐及其他風險評估

(c) 計劃、研究及發展、服務或產品設計、改善顧客體驗 (d) 預測模型;及

(e) 任何與上述有關的其他用途。 銀行已設立有力的政策及程序以確保數據的安全及完整性及BDAI的使 用是公平及按照適用法律及規例的。

"花旗衍生數據"是指銀行透過BDAI或其他方法收集、產生或衍生的已 總合及匿名化的有關客戶的資料,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,不論是有酬或無酬,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

# 17. 商戶分期計劃

17.1 以下條款及細則適用於商戶分期計劃,客戶須同時遵守相關的本合約。 除非另有定義或上下文另有註明,所有粗體術語應具有相關本合約中所 作的定義。 17.2 本商戶分期計劃(簡稱「本計劃」)是由發卡公司絕對酌情決定提供的貸

式轉移至其集團公司,及由其或其集團公司至其他第三方。

款計劃(下文稱「本貸款計劃」),並只在持卡人惠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。就每次使用本計劃 所作的交易而言(各稱「計劃交易」) (a) 持卡人不可撤銷地授權發卡公司一筆過將全數**計劃交易**金額(「貸

款金額 | )缴付予商户(可在商户提供全部或部分相關產品或服務前 繳付),及保證經信用卡向發卡公司以等額的每月分期償還此金額 (各稱「分期付款 | ),即在計劃交易日期被收取第一筆**分期付款** 及隨後的每月**分期付款**將在與**計劃交易**日期相同的曆日從卡中扣 除(如月份中並無該曆日,則將於下一個曆日扣除),直至全數清還 貸款金額。在本合約中,每個從卡收取分期付款的日期均稱為「分 期付款日期丨

(b) 本計劃之提供須視乎申請合資格與否及賬戶狀況的查核,發卡公 司對此有絕對的酌情權。如持卡人取消**本計劃**,則可能會被收取 《服務收費表》中規定的「商戶分期計劃取消交易手續費」(即 HK\$300),並將被全數收取未清還的貸款金額 (c) 貸款金額會從客戶信貸限額中扣除並轉為相應期數之**分期付款** 

地招致的合理費用及開支(包括收賬公司的費用)將由持卡人補償,但最 高補償金額為原欠付款項金額的百份之三十(30%)。

款而需作出其他補償,而須支付的律師費、收賬費用或其他開支,持卡

6.3 持卡人與商戶對購物及服務之糾紛,將由持卡人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,才轉還到賬戶中。

6.4 持卡人將直接解決HKTVmall與持卡人之間有關HKTVmall簽賬的任何爭 議。本公司對任何此類事宜一概不負責。若HKTVmall或任何其他商戶 因任何原因(包括但不限於停止營業、破產或清盤)而無法交付商品或執 行服務,則本公司不負責或承擔任何責任。持卡人與相關商戶之間就有 關商品或服務的提供如有任何爭議,將與本公司無關。對於商戶所提供 的商品或服務的數量、質量、及時性、適銷性、適用性或任何事宜,或 商家與持卡人之間就與使用此卡而訂立的任何合同或交易,本公司一概 6.5 Citi HKTVmall信用卡支付平台簽賬將不會透過信用卡協會進行。因此

接或透過信用卡協會或其他方式就任何信用卡交易向本公司提出任何爭 議的機制(統稱「退款機制」),均不適用於Citi HKTVmall信用卡支付平 台簽賬。持卡人無權使用退款機制,並接受本公司不會處理任何有關 Citi HKTVmall信用卡支付平台簽賬的爭議。僅在HKTVmall同意退款並 為此目的向本公司投入資金的情況下,方會進行退款(如適用)。退款 (如適用)可能不會以記賬方式存入賬戶,並受持卡人及HKTVmall之間 的交易合同約束。 6.6 發卡公司只會在如實收到已兑現的付款及將外幣付款據發卡公司一般慣

信用卡協會(VISA)的所有規則及條例,包括但不限於任何容許持卡人直

常運作由發卡公司兑換成港幣後,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的付款及已將付款存 6.7 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)現金透支利息;(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)其他交易之未付本 金餘額(在該些交易被徵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 之下但認為適當的次序支付款項。

6.8 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。

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

# 7. 此卡遺失及被竊

7.1 持卡人應根據發卡公司不時提供之指示留意信用卡,密碼,已啟用設備 及PIN(包括但不限於第15條所提及的事項)之保安。若此卡/已啟用設備遺 失或被竊或被人知悉其密碼,持卡人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2860 0333/白金卡服務熱線2860 0360 (僅供花旗銀行白金卡持卡人使用)/Ultima 服務熱線2860 0308 (僅供花 旗銀行Ultima持卡人使用),通知發卡公司。

7.2 在持卡人通知發卡公司其遺失或被盜取卡/個人密碼/已啟用設備或其他 人知道其個人密碼前,持卡人均須對透過此卡實行的所有交易(不論持 卡人授權與否)負責。不過,如損失並不是因持卡人的欺詐行為,或嚴

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每月支付**分期付款**後按比例恢復 賬戶的客戶信貸限額。就此,只有未償還的**分期付款**金額將仍然 佔用賬戶的客戶信貸限額。任何退回或交換產品將不會影響在**本** 計劃下的付款責任

(d) 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,須以發卡公司之最

(e) 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,並受本合約的所有條款約束。在任何情況下,持卡人須根

據本合約中之條款向發卡公司清還全數貸款金額,並有責任承擔 所有費用,包括但不限於逾期還款收費。 (f) 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:(i)拒絕向持卡人提供**本計劃**;或(ii)撤回或取消本 **計劃**/本貸款/賬戶。任何上述事件發生後,或如持卡人取消賬戶

但不限於本貸款計劃的任何未償金額

(g) 已記賬的**分期付款**的1.5%將包括在最低付款額中。 (h) 如發卡公司在每月付款限期之前收到(或已經收到)月結單中的月結 單總結欠的全數款項,發卡公司將只收取分期貸款之日公布的利 率及/或費用(該利率及/或費用將 適用於整個分期貸款期間),而不 會就此**計劃交易**收取額外費用及財務費用,直至您清還所有**分期** 

持卡人須立即向發卡公司清還該賬戶下所有未償還之債務,包括

然而,如發卡公司並未如以下月結單所示收到月結單總結欠的全

# a. 當前月結單及上一張月結單:

b. 只限當前月結單:

i. 當前月結單中已記賬的每月**分期付款**將從月結單的**分期付 款日期**起衍生財務費,直至您全數清還當前的未償還結欠 的前一日,及 ii. 當前月結單中之前每月**分期付款**的任何未償還部分將從當

前月結單日之翌日起衍生財務費用,直至您全數清還當前 的未償還結欠的前一日。

i. 當前月結單中已記賬的每月**分期付款**將從當前月結單日之 翌日起衍生財務費,直至您全數清還當前的未償還結欠的 前一日。

請注意,如您僅支付最低付款額,您將需要比預定期限更長的時 間才能全數清還本貸款計劃。最低付款額只包含已記賬分期付款 的1.5%,詳情已列載於本合約的第17.2(g)條,亦請參考本合約第 6.7條了解有關付款的分配次序。

此外,如發卡公司在付款限期之前未收到全數的最低付款額 您將被收取拖欠財務費用(代替財務費用)(如適用)及必須支付由 發卡公司所釐定並不時通知您的逾期手續費,而您的信貸記錄 亦將反映拖欠還款的情況。以上內容須受本合約之條款約束, 並適用於您的Citi信用卡賬戶。有關拖欠財務費用(如適用)的收 費詳情,持卡人/會員應參考本合約的條款5.3(I)。現行的財務 費用、拖欠財務費用及逾期手續費刊載於以下網址之費用表上: www.citibank.com.hk/chinese/credit-cards/pdf/Fee\_Schedule.pdf

(i) 積分、八達通現金或現金回贈將按已記賬的**分期付款**每月誌入賬

人將補償發卡公司法庭按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。與此有關的其他

則以港幣五百元為上限。上述所提及持卡人的承擔金額上限,並不適用 於(在自動櫃員機使用此卡(不論是否發卡公司之自動櫃員機)的交易。 7.3 若此卡遺失或被竊,發卡公司無義務補發新卡給持卡人。如發卡公司同 意補發新卡,持卡人在使用該補發新卡時,須受本合約條款約束。

重疏忽,或違反條款7.1而引致的,持卡人對未經授權交易要承擔的責任

8.1 持卡人同意發卡公司可以隨時毋須事前通知,從持卡人於發卡公司及花 旗銀行開設之任何形式及任何貨幣賬戶,無論該些賬戶是持卡人獨自或 與其他人仕共同擁有,抵銷或調動所存之任何款項,以償還持卡人使用 此卡之任何貨幣的欠款。若某些欠款因某些待發事件尚未需要償還,發 卡公司及花旗銀行有權暫停支付相等於欠款額的賬戶存款給持卡人,直 至此待發事件發生為止。

8.2 除非第14條(使用花旗銀行香港分行理財服務之持卡人)適用,持卡人要 求發卡公司及花旗銀行香港分行(各自為一名「Citi支付實體」)向閣下 以外之其他人士(各自為一名「Citi債權人」)承諾於Citi債權人向Citi支 付實體作出書面要求核實持卡人未能於該屆滿日期前解除任何債務時 閣下將解除持卡人拖欠Citi債權人之任何債務。持卡人承諾各自賠償閣 下各方因作出該承諾而可能遭受之所有虧損或負債。」

8.3 此卡乃屬於發卡公司所有,不得轉讓。若發卡公司要求,持卡人必須盡

商,可為遵照任何法律或規章,就預扣、入息税、增值税、任何物業出 售或處置税、徵税或其他合法收取款項(統稱"已收取款項"),從向持卡 人或持卡人的賬戶或任何持卡人的賬戶支付的任何款項中,或從持卡人 的賬戶或任何賬戶中,預扣或扣減款項或金額與已收取款項相等的款 項。任何已收取款項須根據相關規定依時向有關機關支付。持卡人會 在合理可行範圍內盡早獲通知任何已收取款項。持卡人確認發卡公司將 無須向持卡人償付被付款設施供應商預扣或扣減的任何款項。此外,以 發卡公司或任何其集團公司或其第三方服務供應商現時或已經以其資金 支付或現時或將會被要求向機關支付應屬於但當時並非已收取款項的金 額為限,持卡人須向發卡公司彌償有關款項,連同與其相關的任何利息 及罰款。持卡人明白發卡公司無須就機關所提出的任何付款要求提出反

9.1 持卡人同意發卡公司不時收取有關持卡人之個人資料,可根據發卡公司 不時備有供客戶索取之不時生效的有關個人資料(私隱)條例的政策聲 明,為其所述的目的,供任何集團公司或第三方服務供應商及有關個 人資料(私隱)條例的政策聲明中所述人士(不論在香港境內或境外),及 為遵從任何法律或規章或應任何法院、法律程序、審計或任何機關的調 查所規定而供有關機關使用、保存、向其披露及/或轉移。即使有任何 適用的不披露協議存在,前述內容亦應適用。持卡人確認有關個人資料 及戶口資料或記錄可以轉移至沒有嚴格資料保障或資料私隱法律的司法

全面適用於此卡及賬戶及隨之而生或與之有關之所有事項。

9.3 持卡人明白及同意其必須不時應發卡公司要求向發卡公司提供令發卡公 司或任何其集團公司可遵從任何法律或規章的資料。 9.4 持卡人承認並同意本公司及HKTVmall基於以下目的:(i)考慮並處理卡 申請;(ii)卡的營運;(iii)HKTVmall會員計劃之註冊及營運;(iv)客戶行

18.1. 持卡人/會員可以授權另一方使用持卡人/會員的信用卡卡號和有效日期 資料,藉此從持卡人/會員的信用卡賬戶自動扣除款項,這稱為自動更

18.2. 為了設立自動更新替換卡資料指示,商戶將要求持卡人/會員填寫有關 表格,自動更新替換卡資料指示中有關扣數日期及收取金額的詳細資 料,應在有關表格中列出。

人/會員有責任重啟所有相關自動更新替換卡資料指示。 18.5.請保留與商戶更改或取消任何自動更新替換卡資料指示的副本。如果商

18.6.如果持卡人/會員的卡號及/或卡到期日期有改變,例如由於先前的卡遺 失、被盜、被取消或持卡人/會員的賬戶被關閉,持卡人/會員需要聯絡 商戶以取消或更改持卡人/會員的自動更新替換卡資料指示。在不排除 持卡人/會員的前述責任的情況下,如相關信用卡協會能向特定商戶提 供有關信用卡取消或更改資料的更新服務,而持卡人/會員並沒有拒絕

(a) 向信用卡協會提供持卡人/會員的替換卡詳細資料,以更新自動更 新替換卡資料指示或告知信用卡協會持卡人/會員的舊卡已被取消

(b) 如果已替換了卡,則自動更新替換卡資料指示會適用於替換卡和/

或新的到期日(視情況而定)。除了將使用持卡人/會員的替換卡卡 號和新到期日資料外,否則將繼續按照該指示從持卡人/會員的卡 賬戶中扣款。此外,除了將使用持卡人/會員的替換卡資料外,持 卡人/會員的賬戶將繼續按照自動更新替換卡資料指示進行扣賬而 不是舊卡資料 。

18.8.如果持卡人/會員的卡賬戶沒有足夠的信用額度來支付自動更新替換卡

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8.4 持卡人同意(a)發卡公司、(b)任何其集團公司及/或(c)任何其第三方供應

9.2 持卡人同意發卡公司不時生效的有關個人資料(私隱)條例的政策聲明將

為及消費模式分析;(v)於花旗銀行有關《個人資料(私隱)條例》的政策 指引及HKTVmall的私隱政策聲明中分別列出的所有目的;(vi)與之有關

新替換卡資料指示(簡稱「自動更新替換卡資料指示」)。

18.3.持卡人/會員於商戶設立自動更新替換卡資料指示後,如希望取消該指 示,需直接向商户提出。發卡公司建議持卡人/會員至少在下一次預定 付款前15天執行此操作。在持卡人/會員取消授權之前,商戶有權要求

發卡公司從持卡人/會員的信用卡賬戶中扣款,而發卡公司有義務執行 18.4.因應以下條款內第18條項下之第18.6條,當信用卡取消或替換後,持卡

戶未有按照持卡人/會員的指示採取行動,則可以對請求提出異議。

該服務,持卡人/會員將會被視為授權發卡公司執行以下行動(如發卡公

18.7. 在執行每張自動更新卡資料指示之前,持卡人/會員必須確保在持卡人/ 會員的賬戶有可用的扣賬額,以使該筆款項能夠在持卡人/會員的扣賬

資料指示的付款金額,發卡公司仍然可以根據發卡公司遵守本合同條款 的前提下酌情決定履行該項交易。通過兑現該項交易,這可能會導致超 出持卡人/會員的信用額,但並不會因此而改變了持卡人/會員的信用 額,請參考發卡公司資料概要及服務收費表以了解可能適用的任何收

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