Citi Octopus Credit Card Agreement

TERMS AND CONDITIONS (Effective on February 20, 2022)

Citi Octopus Credit Card ("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 Company to receive a Supplementary Card ("Supplementary Cardholder") upon the following terms. By signing or using the Card, the Principal Cardholder and any Supplementary Cardholder (each a and together the "Cardholder") 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

1. CARDHOLDER'S INFORMATION

- 1.1 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 esidential address, permanent residence or telephone number
- 1.2 The Cardholder agrees to the Company recording the telephone conversations between the Cardholder and the Company.
- USE OF CARD
- 2.1 The Cardholder 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 by the Company from time to time at it 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limit assigned by the Company from time to time at its discretion ("Loan Limit"); and (f) not use the Card after it is withdrawn, cancelled or malfunctioned.
- 2.2 The Cardholder 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 will accept full and sole responsibility for and fully indemnify the Compan 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 should ensure that the signature in the sales draft is the same as the signature appearing on the application form (o 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 from liability for the use of the Card. The Cardholder should submit prior written application to the Company if he wants to adopt a new signature for the use of his Card.
- 2.4 The Card may be used as a credit card and/or as an Octopus stored value card
- 3. TRANSACTIONS EFFECTED THROUGH CARD
- 3.1 Credit card functionality 311 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 th 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 Program, Balance Transfer Program, Merchant Installment Plan).
- 31.2 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

which do not have strict data protection or data privacy laws

matter arising therefrom or incidental thereto.

9. E-STATEMENT /E-ADVICE SERVICES

e-Advice Service.

or for any other reason.

notice to the Cardholder

8.2 The Cardholder hereby agrees that the Policy Statement relating to the

8.3 The Cardholder understands and agrees that he must provide the Company

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

of 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 Cardholder accepts and agrees to be bound by this Clause 9

Upon enrollment for the e-Statement Service and/or the e-Advice Service, the

Cardholder will no longer receive his Statements 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 issuance

applicable to the e-Statement Service and/or the e-Advice Service (as the case

may be), 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 in connection with the e-Statement Service and/or

connection 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 discretion and notwithstanding the Cardholder's

enrolment for the e-Statement Service 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 address

cancel, 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 any time by giving prior

Service are available to him provided that he has appropriate internet access

and telecommunications services and equipment. The Cardholder shall keep

such equipment used for the e-Statement Service and/or e-Advice Service

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

e-Statement 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 resume sending Statements

Cardholder shall give prior notice at least 10 working days before the next

Statement / advice date through Citibank online banking or at least 15 working

days through CitiPhone Banking at (852) 2860 0333 / Platinum Service Line

2860 0360 (for Citibank Platinum Cardholders only) / Ultima Service Line

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

at 2860 0338 (for Citi Prestige Cardholders only) / American Express Service

Line 2860 0366 (for Citi Cash Back American Express® Cardmembers only) or

Citibank branches. Upon cancellation of enrollment for the e-Statement

Service and/or e-Advice Service, the Company will resume sending Statements

9.3 The Company has the discretion from time to time to modify, restrict, withdraw,

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

9.5 The Cardholder undertakes to provide to the Company with his updated and

9.6 Upon reasonable attempt, failing to send emails in connection with the

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

and/or advice in paper form to the Cardholder.

and/or advice in paper form to the Cardholder

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

Personal Data (Privacy) Ordinance of the Company from time to time in force

shall in all respects apply in relation to the Card and the Account and any

with such information as the Company may require from time to time t

enable the Company or any of its Group Companies to comply with any Law or

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.

3.2. Octopus stored value card functionality

- 3.2.1The physical Card may be used as an Octopus stored value card ("Physical Octopus Card"). Such use is provided by Octopus Cards Limited ("OCL") and is subject to the Conditions of Issue of Octopus issued and amended by OCL from time to time ("Conditions of Issue").
- 3.2.2The value stored in the Physical Octopus Card (regardless of whether it is for the Principal Cardholder or Supplementary Cardholder) shall be automatically reloaded through the Automatic Add Value Service ("AAVS"), and the reloading amount shall be charged against the Account of the Principal Cardholder. The AAVS is subject to the Octopus Automatic Add Value Agreement between the Cardholder and OCL ("Octopus Automatic Add Value Agreement"). The Cardholder may not cancel the AAVS (unless terminated together with the Card itself) nor link the Card to another Octopus stored value card (except Citi Octopus Card on iPhone or Apple Watch) through AAVS.

3.2.3Citi Octopus Card on iPhone or Apple Watch

- If and when the service is available, the Cardholder may add the Octopus stored value card function of the Card (without credit card function) onto Apple Pay via Octopus mobile application. This virtual form of Octopus stored value card is referred to as "Citi Octopus Card on iPhone or Apple Watch". The Cardholder understands and agrees that:
- (a) Citi Octopus Card on iPhone or Apple Watch is an additional Octopus stored value card (in virtual form) and is separate from, and does not share the value stored in, the Physical Octopus Card; (b) Citi Octopus Card on iPhone or Apple Watch is provided by OCL and is
- subject to the Conditions of Issue, as well as other terms and conditions imposed by OCL; (c) each Cardholder may only add one Citi Octopus Card on iPhone or
- Apple Watch onto one mobile wallet at any one time: (d) Citi Octopus Card on iPhone or Apple Watch is not a credit card but is
- (e) in the event of malfunction, termination or cancellation of the Citi Octopus Card on iPhone or Apple Watch, the negative value stored on the Citi Octopus Card on iPhone or Apple Watch shall be debited from the Account of the Principal Cardholder and, if applicable, any unused remaining value stored on the Citi Octopus Card on iPhone or Apple Watch shall be refunded to the Account of the Principal Cardholder without prior notice; and
- (f) the value stored in the Citi Octopus Card on iPhone or Apple Watch shall be automatically reloaded through the AAVS, and the reloading amount shall be charged against the Account of the Principa Cardholder. The AAVS is subject to the Octopus Automatic Add Value Agreement. The Cardholder may not cancel the AAVS linked to the Citi Octopus Card on iPhone or Apple Watch (unless terminated cogether with the Card)
- 3.3 The Cardholder 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 or payment 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 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
- 9.8 The Cardholder agrees that the Company shall not be liable for any loss, damages or expenses that the Cardholder shall incur, including without limitation, any loss or damage caused to the Cardholder data, software, computer, telecommunications equipment or other equipment in connection with the Cardholder'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 agrees that the Company shall use reasonable effort to ensure that the e-Statement Service and/or e-Advice Service are secure and canno 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 other equivalent system in any jurisdiction via the e-Statement Service and/or e-Advice Service. 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 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 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 anvone else to do so.

10. CITI ALERTS SERVICE

- 10.1 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 Cardholder 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 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 beer 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 Cit Alerts Services.
- 10.2 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. 10.3 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
- 10.4 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
- 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 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

- 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
- 3.4 Notwithstanding any provision in this Agreement, if an unauthorized transaction is reported in accordance with this Agreement before its settlement date, Cardholder is entitled to withhold payment of the disputed amount. While investigation is on-going, the Company will not impose any Finance Charge or interest on the disputed amount or make an adverse credit report against Cardholder. After investigation is completed in good faith and if the investigation result shows that the report was unfounded, the Company has the right to re-impose any outstanding Charges or interest on the dispute amount over the whole period (including the investigation period). The result of the good faith investigation is binding on Cardholder. 3.5 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. 3.6 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. 3.7 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

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.

supply, installation, ownership of any intellectual property and any matter

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 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 Du Date"). However, the Company may not issue a Statement to Cardholder 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 me to time (currently HKD20.00).
- 4.3 Subject to the Company's right to require the Cardholder to pay the full amount of the Statement 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 (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 ungrade fee, require payment of any or all of the excess beyond his Customer Credit Limit, if 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

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 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 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.

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 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 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 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 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 to immediately pay the entire outstanding balance under the Agreement as of the date of termination will survive such termination.
- 11.4 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.
- 11.5 If the Card is terminated for whatever reason, (a) the Company may set off any remaining value in the Octopus stored value
- card function against any outstanding debts owed by the Cardholder, or (b) any negative balance in the Octopus stored value card function shall be
- 11.6 Termination of the Card issued to the Principal Cardholder ("Principal Card") for whatever reasons will terminate all Supplementary Card(s) issued under it.
- 11.7 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 applicable to terminated credit cards to prevent further use of the Supplementary Card. 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.

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 code of practice. 12.2 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.

- 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 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.

(g) 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. (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 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 Statemen 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 Du 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.

(m) Credit Balance Withdrawal by Check Handling Fee

- 12.3 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.
- 13. CARDHOLDER WHO HAS AN ACCOUNT WITH THE COMPANY AND/OR CITIBANK N.A., HONG KONG BRANCH 13.1 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 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
- 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

any term of this Agreement relating to the right of set off, combination o

consolidation of account or indemnity and the reference in a CTC Applicable

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. 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
- 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 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.
- 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; 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. 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 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 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 and the Company,

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 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.
- (g) 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 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 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 from within a range o 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 agrees that it is the Cardholder'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 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.
- 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 with the Company against the outstanding balance of each Supplementary Card due from each Supplementary Cardholderto 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 Card due from such Supplementary Cardholder to the Company. 4.7 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

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 custome activated terminal of or other payment means acceptable to 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). ("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 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 earning, decision tree, natural language processing, biometric authentication technology, internet cookies, web logs are examples of BDAI. BDAI may be
- 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:

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

- (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) predicative 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 it or its group company, with or without

remuneration, if and to the extent such transfer is permissible under

applicable laws and regulations. 15. MERCHANT INSTALLMENT PLAN

- 15.1 The following terms and conditions shall govern Merchant Installment Plan, subject to 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 otherwise. 15.2 The Merchant Installment Plan (the "Plan") is a loan (the "Loan") provided by
- the 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 Transaction"): (a) Cardholder irrevocably authorizes the Company to pay the full Plan
 - (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 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 an "Installment Date" in this Agreement;

Transaction amount ("Loan Amount") to the Merchant in one lump sum

- 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.
- 5.2 If the Cardholder 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 o demanding, collecting or suing to recover any sum payable hereunder from the Cardholder or other remedies resulting from the breach or non-compliance with any term of this Agreement, the Cardholder will eimburse the Company all such legal fees as taxed by the court on a com 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 up to a maximum of 30% of the original outstanding sum.
- 5.3 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 Company receives a properly 5.4 The Cardholder will directly settle disputes between Octopus and the
- Cardholder for any matters in relation to Octopus stored value card function of transactions in relation thereto. The Company shall not be responsible for any such matters 5.5 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 5.6 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 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 5.7 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. 5.8 Without prejudice to the other terms of this Agreement, if the Cardholder 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 shall observe and follow any recommendation of the Company rom time to time regarding the security of the card and the PIN. 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 is lost or stolen or when someone else knows his PIN. 6.2 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 / PIN has been lost or stolen or that someone else knows the PIN. However, provided that the Cardholder has not acted fraudulently, with gross negligence or in breach of Clause 6.1, 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 (i) use
 - (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 o 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;
- (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 Installmen amounts shall be counted against the Customer Credit Limit. Any return or exchange of products will not affect the payment obligations under the
- (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 payments, in accordance with the terms of this Agreement;
- (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.
- (g) 1.5% of the billed Installment will be included in the Minimum Payment
- Cardholder pays (or had paid) in full the Statement Balance by the Payment Due Date every month until the Loan Amount is repaid in full. (1) If Cardholder pays (had paid) an amount equal to or greater than the
 - current (and previous) Statement(s), then: (i) the billed Installment in the current Statement, is subject to the Finance Charge from the Installment Date in the current Statement till Cardholder pays the current outstanding balance in full, and

Minimum Payment Due but less than the Statement Balance for

- (ii) any unpaid portion of previous monthly Installments in the current Statement, are subject to the Finance Charge from one day after the current Statement Date till Cardholder pays the current outstanding balance in full.
- (2) If Cardholder pays an amount equal to or greater than the Minimum Payment Due but less than the Statement Balance for the current Statement only (and had paid the total Statement Balance by Payment Due Date in the previous Statement), then the billed Installment in the current Statement is subject to the Finance Charge from one day after the current Statement Date till Cardholder pays the current outstanding balance in full.
- (3) All Finance Charge will be calculated and accrued on a daily basis. Please note that the Minimum Payment Due includes only 1.5% of billed Installment, which is also specified in Clause 15.2 (g) of this Agreement and please refer to Clause 5.6 of this Agreement for the payment allocation sequence.
- (4) Also, if Cardholder pays less than the Minimum Payment Due, a Default Finance Charge will be charged (instead of the Finance Charge). Cardholder should refer to Clause 4.3 (I) of this Agreement for the charging logic of the Default Finance Charge. (i) Points, Octopus Cash or Cash Rebates will be credited monthly
- corresponding to the Installment billed.

- of Card in automated teller machine (whether or not such device is that of the Company); or (ii) use of the Octopus stored value card function on the Card or Citi Octopus Card on iPhone or Apple Watch (if applicable).
- 6.3 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.
- 6.4 The Cardholder shall report lost or stolen Citi Octopus Card on iPhone or Apple Watch to OCL immediately in accordance with the Conditions of Issue and/or such other instructions issued and amended by OCL from time to time.
- 7. RIGHTS OF THE COMPANY 7.1 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 future event.
- 7.2 Save where Clause 13 (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 Cardholde owes to a Citi Creditor upon the written demand of that Citi Creditor certifying to the Citi Paying Entity that the Cardholder has failed to discharge any such ndebtedness 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.
- 7.3 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
- 7.4 The Cardholder agrees that (a) the Company, (b) any of its Group Companies, and/or (c) 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 o deducted by a Payment Infrastructure Provider. 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 ment 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.
- 8. PERSONAL DATA
- 8.1 The Cardholder hereby agrees that all personal data relating to the Cardholder collected 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 Company to its customers from time to time for the purposes 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
- 16. RECURRING CARD INSTRUCTIONS
 - 16.1 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").
 - 16.2 In order to set up a Recurring Card Instruction, a Merchant will ask the Cardholder/ 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. 16.3 If the Cardholder/ Cardmember has provided Recurring Card Instructions to a

Merchant, the Cardholder/ Cardmember will need to contact the Merchant

directly to request a cancellation. The Company suggests that the Cardholder

16.4 Subject to Clause 16.6 below, after Card cancellation or replacement, the

Cardmember may use this as proof if a Merchant has not acted in accordance

- 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 Account and the Company is obliged to process this request.
- Cardholder/ Cardmember is responsible for reinstating all relevant Recurring Card Instruction(s). 16.5 Cardholder/Cardmember may retain a copy of the request to change or cancel any Recurring Card Instruction(s) with a Merchant. The Cardholder
- 16.6 If Card number and/or Card expiry date is changed, for example as a result of previous 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 association provides the service of updating certain designated Merchants of such 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
- (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;

(b) where the Card has been replaced, treat the Recurring Card Instruction(s)

Cardmember must ensure that he has available credit under his Card Account

should refer to the Fees Schedule to learn about any fee which may apply.

as applying to the replacement Card and/or its new expiry date (as the

the Company chooses to do so):

- case may be). If 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 details). 16.7 Before each payment under a Recurring Card Instruction, the Cardholder/
- to enable that payment to be made within Customer Credit Limit. 16.8 If Card Account does not have sufficient Customer Credit Limit available to cover the 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

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Citi八達通信用卡合約

(由2022年2月20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八達通 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

- 1.1 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
- 1.2 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。
- 2.1 持卡人將須(a)於收到此卡後立即簽署(須與信用卡申請表格或或發 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
- 2.2 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
- 2.3 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 卡公司可以進行核對確認。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。
- 2.4 此卡可根據以下第3條款用作信用卡和/或八達通儲值卡。
- 3. 經此卡實行的交易
- 3.1.1 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「分期更好使」計劃或折現計劃或結餘轉戶計劃或商戶 分期計劃)。
- 3.12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 🖁

除非純粹直接因發卡公司疏忽或蓄意錯失所致,則作別論。 料保障或資料私隱法律的司法管轄區

- 8.2 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。
- 8.3 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. 電子月結單/電子通知書服務
- 9.1 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9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、優惠或服務的其他條款及條件。
- 9.2 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。
- 9.3 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 子月結單服務及/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。
- 9.4 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。
- 9.5 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。
- 9.6 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。
- 9.7 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 Citihank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)/American Express服務專線2860 0366(僅供Citi Cash Back American Express® Card會員使用)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。
- 9.8 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,

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發卡公司不時認可 的設備發出的指示。

3.2 八達通儲值卡功能

- 3.2.1此實體卡可用作八達通儲值卡(「實體八達通卡」)。八達通卡 有限公司(簡稱「OCL」)提供此項服務乃受OCL發出及不時修訂 的八達通發卡條款(「八達通發卡條款」)所約束。
- 3.2.2此實體八達通卡內的儲值額(不論是屬於基本卡持有人或附屬卡 持有人),將會透過八達通自動增值服務(簡稱「AAVS」)自動增 值該卡,而增值金額會從基本卡持有人戶口中扣除。使用AAVS 受持卡人與OCL之間的八達通自動增值協議(「八達通自動增值 協議」)所約束。持卡人並不可以取消AAVS(除非連同此卡一起 終止)或透過AAVS將此卡連繫至其他八達通儲值卡(Citi八達通 卡在iPhone或Apple Watch除外)。
- 3.2.3Citi八達通卡在iPhone或Apple Watch
- 如果及當此服務可供使用,持卡人可將此卡之八達通儲值卡功 能(信用卡功能除外)透過八達通手機應用程式加入Apple Pay 此虛擬八達通儲值卡稱為「Citi八達通卡在iPhone或Apple Watch」。持卡人明白及同意:
- (a) Citi八達通卡在iPhone或Apple Watch是一張額外的八達通儲 值卡(虛擬形式),與實體八達通卡分開,並不會共享卡內的
- (b) Citi八達通卡在iPhone或Apple Watch由OCL提供,並受由 OCL發出的八達通發卡條款及其他條款及細則約束; (c) 每位持卡人在任何時候只可加入一張Citi八達通卡在iPhone
- 或Apple Watch至一個流動錢包; (d) Citi八達通卡在iPhone或Apple Watch是一張儲值卡,而非一
- (e) 如屬Citi八達通卡在iPhone或Apple Watch失效、終止或取消 的情況,Citi八達通卡在iPhone或Apple Watch內的負值金 額(如有)將於基本卡的戶口內扣除,及任何Citi八達通卡在 iPhone或Apple Watch內的未用餘額(如有)將會退款至基本 卡持有人的戶口,並不作任何通知;及
- (f) Citi八達通卡在iPhone或Apple Watch內的儲值額將會透過 AAVS自動增值,而增值金額會從基本卡持有人的戶口內扣 除。使用AAVS受八達通自動增值服務協議約束。持卡人並 不可以取消已連繫Citi八達通卡在iPhone或Apple Watch的 AAVS(除非連同此卡一起終止)。
- 3.3 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

- 9.9 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方。
- 9.10 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 已就電子月結單服務及/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,亦不會准許任何其他人士進行上述事項。

- 10.1 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10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。
- 10.2 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 料的披露而負上任何法律責任。
- 10.3 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 Alerts即時短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方。
- 10.4 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。
- 10.5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。
- 10.6 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

- (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 税務或政府機關("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
- 3.4 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,發卡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。
- 3.5 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
- 3.6 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
- 3.7 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

4. 費用及收費

- 4.1 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」)。
- 4.2 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 發卡公司可以不向持卡人發出月結單。
- 4.3 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:
- (a) 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 亦可償還多於最低付款額的款項。
- 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

方(包括系統營運者)引致的任何損失負上責任。

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。持卡人同意發卡公司已就Cit 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項。

- 11.1 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 或終止本合約。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。
- 11.2 持卡人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
- 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發出任何卡以取替此卡。
- 11.5 若此卡在任何情況下終止,
- (a) 發卡公司有權扣除八達通儲值卡內的剩餘金額以抵銷持卡人所 欠的金額,或
- (b) 發卡公司有權從基本卡持有人戶口內扣除八達通儲值卡內所欠
- 11.6 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。"
- 11.7 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退回,發卡公司可在收到終止通知 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 青,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。

- 12.1 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。
- 12.2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。 12.3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。 13. 於發卡公司及/或花旗銀行香港分行持有戶口之持卡人
- 13.1 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。
- 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

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。

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。

(e) 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。

- 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
- 超額費用。 (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 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

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。

- 14.1 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。在無損於前文所述的情況下,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
- 14.2 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。
- 14.3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責。
- 14.4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。 14.5 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。
- 14.6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。

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 上的手續費。

(o) 申請補發簽賬存根手續費 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 4.4 以非港幣之貨幣達成的交易付款,發卡公司將會按由VISA/MasterCard 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
- 將另外收取列載於服務收費表上的手續費 4.5 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 項或詳情,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) 處理其造成的不當或錯誤之外,發卡公司毋須進一步證明有關紀錄及 詳情實屬正確。
- 4.6 如發行附屬卡,發卡公司可以:
- (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。
- 4.7 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

- "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(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
- (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式轉移至其集團公司,及由其或其集團公司至 其他第三方。

15. 商戶分期計劃

- 15.1 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。
- 15.2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」)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」
- (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** 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

不影響其在本合約下的各自義務及責任。

5.1 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。

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

- 5.2 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%)。
- 5.3 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
- 5.4 持卡人與任何有關八達通儲值卡服務及相關交易之糾紛,將由持卡 人直接與八達通自行解決。發卡公司將毋需對此負責。
- 5.5 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 將付款存入賬戶中。 5.6 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。
- 5.7 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。
- 5.8 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。

- 6.1 持卡人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
- 6.2 在持卡人通知發卡公司其遺失或被盜取卡/個人密碼或其他人知道 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

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

(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

(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

影響在**本計劃**下的付款責任:

- 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
- 債務,包括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) 持卡人唯有在付款限期之前全數支付(或已經支付)月結單結欠 直至全數清還**貸款金額,計劃交易**將不會衍生額外收費及費用。

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,持卡人須立即向發卡公司清還該賬戶下所有未償還之

- (1) 如持卡人支付(或已經支付)的款項等於或多於最低付款額 但少於當前(及上一張月結單)中的月結單總結欠,然後:
- (i) 當前月結單中已記賬的**分期付款**將從當前月結單的**分期 付款日期**起衍生財務費用,直至持卡人全數清還當前的

(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,直至持卡人全

(2) 如持卡人支付等於或多於最低付款額,但少於當前月結單 的月結單總結欠(及已經於還款到期日或之前支付上一張賬 單的最低應付金額),當前月結單中已記賬的**分期付款**將從 當前月結單日之翌日起衍生財務費用,直至持卡人全數清 還當前的未償還結欠為止。

數清還當前的未償還結欠為止。

(3) 所有財務費用將以每日計算和累積。請注意,最低付款額 金額只包含已記賬的**分期付款**的1.5%,詳情已列載於本合 約的第15.2(g)條,亦請參考本合約的第5.6條了解有關付款 的分配次序。 (4) 此外,如持卡人所支付的款項少於最低付款額,將被收取

拖欠財務費用(代替財務費用)。有關拖欠財務費用的收費詳

(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 賬戶。

情,持卡人應參考本合約的條款4.3 (I)。

16. 自動更新替換卡資料指示 16.1.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 為自動更新替換卡資料指示(簡稱「自動更新替換卡資料指示」)。 16.2.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

嚴重疏忽,或違反條款6.1而引致的,持卡人對未經授權交易要承擔 的責任 則以港幣五百元為上限。上述所提及持卡人的承擔金額上限 ,並不適用於(i)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;或(ii)使用此卡的或Citi八達通卡在iPhone或Apple Watch內的八達通儲值卡功能的交易(如適用)。 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。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
- 6.4 如若Citi八達通卡在iPhone或Apple Watch遺失或被盜取,持卡人應 根據OCL發出的八達通發卡條款及/或不時修訂的相關其他指示

- 7.1 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。
- 7.2 除非第13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
- 7.3 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 須盡快交還此卡。
- 7.4 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對。

8.1 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

- 詳細資料,應在有關表格中列出。 16.3.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,需直接向商戶提出。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
- 卡公司有義務執行此要求。 16.4.因應以下條款內第16條項下之第16.6條,當信用卡取消或替換後
- 持卡人/會員有責任重啟所有相關自動更新替換卡資料指示。 16.5.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
- 16.6.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(如發卡公司選擇執行) (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
- 取消或賬戶已被關閉;及/或 (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。
- 16.7.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 員的扣賬額度之內扣除。

16.8.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

换卡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費。



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