Notice of Amendments to the Citi Credit Card Terms and Conditions

We will be launching a new enhancement to your Citi Mastercard Credit Card, designed to optimize the security and confidence of your online purchases. In preparation for its launch, we have made amendments to the Citi Credit Card Terms and Conditions and such amendments will take effect on October 5, 2026 ("the Effective Date"). Please read the details of the amendments in the attached Notice of Amendments for the Credit Cards that you have and ensure you understand the changes made and how they may affect you. Revised contents are shown as deleted and/or underlined below.

To obtain a copy of the revised Terms and Conditions relating to Citi Credit Cards, go to Citibank Website (www.citibank.com.hk) > Credit Cards > Terms & Conditions > Notice of Amendments to the Citi Credit Card Terms and Conditions on or after the Effective Date. You do not need to sign or return any document. However, please note that the amendments set out in the attached Notice of Amendments shall be binding on you if you retain or continue your credit card relationship with us after the Effective Date. If you do not wish to accept the amendments, please notify us prior to the Effective Date. However, please be aware that we may not be able to continue providing credit card services to you if you do not accept the amendments. For enquiries, you can leave us a message in Citi Mobile® App. After login, tap "Help" > "Messaging service".

If there are any discrepancies between the English and Chinese versions, the English version shall prevail.

Notice of Amendments to the Terms and Conditions

1. **Citi Credit Card Agreement Terms and Conditions**

Citi Credit Card (including without limitation its virtual version, and all its associated Card Tokens (defined below), if any) (collectively referred to as "Card") is issued by Citibank (Hong Kong) Limited (the "Company") to you ("Principal Cardholder / Cardmember") and any person nominated by the Principal Cardholder / Cardmember and approved by the Company to receive a Supplementary Card ("Supplementary Cardholder / Cardmember") upon the following terms. By signing or using the Card, the Principal Cardholder / Cardmember and any Supplementary Cardholder / Cardmember (each a and together the "Cardholder / Cardmember") jointly and severally agree or confirm their agreement to abide by and, with the exception that a Supplementary Cardholder / Cardmember shall not be liable for the debts of the Principal Cardholder / Cardmember or other Supplementary Cardholders / Cardmembers, be liable for any payment to the Company in connection with the following terms:

2.1 The Cardholder / Cardmember will (a) sign the Card upon receipt of the physical Card (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; …

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

2.4 (Applicable to MasterCard Credit Card only) A Card Token is a randomly generated, temporary Card number (collectively, "Card Tokens", each a "Card Token") that serves as a substitute for the associated physical Card for conducting eligible online or digital wallet transactions. By way of Card Tokens as may be requested by Cardholder/Cardmember, eligible online or digital wallet transactions may be conducted without sharing the physical Card number to the merchant or digital wallet provider. Card Tokens share the same Customer Credit Limit and the same expiry date as the physical Card, and may only be generated if a physical Card has been issued. Transactions made using Card Tokens will be reflected on the Card statements of the associated physical Card, and are subject to all terms and conditions set forth in this Agreement and any other terms and conditions that govern the use of the Card.

6.1 The Cardholder / Cardmember shall observe and follow any recommendation of the Company from time to time regarding the security of the Card and the PIN. The Cardholder / Cardmember must inform the Company as soon as reasonably practicable through the Company's CitiPhone Banking 2860 0333 ... if any Card is lost or stolen or when someone else knows his PIN, or if any Card transaction is unauthorized.

6.2 The Cardholder / Cardmember shall be fully liable for any Card transactions (whether or not authorized by him) effected by the use of the Cards before he has informed the Company that the Card/PIN/ Card Token has been lost or stolen or that someone else knows the PIN. However, provided that the Cardholder / Cardmember has not acted fraudulently, with gross negligence or in breach of Clause 6.1, the Cardholder's / Cardmember's maximum liabilities for such unauthorized transactions shall not exceed HKD500.00. ...

6.4 (Applicable to MasterCard Credit Card only) Upon reported lost or stolen of the physical Card, all associated Card Tokens will be preserved and will automatically be re-linked to the newly issued replacement Card. The Cardholder/Cardmember may resume use of these Card Tokens upon activation of the replacement Card.

6.5 (Applicable to MasterCard Credit Card only) If the reported unauthorized transaction is related solely to one Card Token, Cardholder/Cardmember may choose to terminate such Card Token only, while the associated physical Card and other Card Tokens associated to the same Card remain active and operational. The compromised Card Token can be terminated upon request by Cardholder/Cardmember either through the associated function in the Citi Mobile® App or by contacting Citibank using Citi Mobile® App's "Messaging service".

2. Citi The Club Credit Card Agreement Terms and Conditions

Citi The Club Credit Card (including without limitation its virtual version, and all its associated Card Tokens (defined below), if any) (collectively referred to as "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" 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:

3.1 The Cardholder will (a) sign the plastic Card upon receipt of the physical Card (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; …

3.2 The Cardholder will keep any personal identification number and card validation code (CVC) (collectively "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 Company against all consequences, losses and / or other liabilities incurred as a result of the PIN being known to another person for whatsoever reason.

3.4 (Applicable to MasterCard Credit Card only) A Card Token is a randomly generated, temporary Card number (collectively, "Card Tokens", each a "Card Token") that serves as a substitute for the associated physical Card for conducting eligible online or digital wallet transactions. By way of Card Tokens as may be requested by Cardholder/Cardmember, eligible online or digital wallet transactions may be conducted without sharing the physical Card number to the merchant or digital wallet provider. Card Tokens share the same Customer Credit Limit and the same expiry date as the physical Card, and may only be generated if a physical Card has been issued. Transactions made using Card Tokens will be reflected on the Card statements of the associated physical Card, and are subject to all terms and conditions set forth in this Agreement and any other terms and conditions that govern the use of the Card.

7.1 The Cardholder shall observe and follow any recommendation of the Company from 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 … if any card is lost or stolen or when someone else knows his PIN , or if any Card transaction is unauthorized.

7.2 The Cardholder shall be fully liable for any Card transactions (whether or not authorized by him) effected by the use of the Cards before he has informed the Company that the Card /PIN/ Card Token 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 7.1, the Cardholder's maximum liabilities for such unauthorized transactions shall not exceed HKD500.00. …

7.4 (Applicable to MasterCard Credit Card only) Upon reported lost or stolen of the physical Card, all associated Card Tokens will be preserved and will automatically be re-linked to the newly issued replacement Card. The Cardholder/Cardmember may resume use of these Card Tokens upon activation of the replacement Card.

7.5 (Applicable to MasterCard Credit Card only) If the reported unauthorized transaction is related solely to one Card Token, Cardholder/Cardmember may choose to terminate such Card Token only, while the associated physical Card and other Card Tokens associated to the same Card remain active and operational. The compromised Card Token can be terminated upon request by Cardholder/Cardmember either through the associated function in the Citi Mobile® App or by contacting Citibank using Citi Mobile® App's "Messaging service".

3. **Apple Pay Terms and Conditions – Section "ELIGIBILITY / ENROLLMENT"**

(Applicable to MasterCard Credit Card only) Upon reported lost or stolen of your physical Citi Credit Card, all Apple Pay® wallet(s) associated with this Citi Credit Card will be preserved and will automatically be re-linked to the newly issued replacement Citi Credit Card. You may resume use of these Apple Pay® wallet(s) upon activation of the replacement Citi Credit Card.

4. **Google Pay Terms and Conditions – Section "ELIGIBILITY / ENROLLMENT"**

(Applicable to MasterCard Credit Card only) Upon reported lost or stolen of your physical Citi Credit Card, all Google Pay wallet(s) associated with this Citi Credit Card will be preserved and will automatically be re-linked to the newly issued replacement Citi Credit Card. You may resume use of these Google Pay wallet(s) upon activation of the replacement Citi Credit Card.

5. **Samsung Pay Terms and Conditions – Section "ELIGIBILITY / ENROLLMENT"**

(Applicable to MasterCard Credit Card only) Upon reported lost or stolen of your physical Citi Credit Card, all Samsung Pay wallet(s) associated with this Citi Credit Card will be preserved and will automatically be re-linked to the newly issued replacement Citi Credit Card. You may resume use of these Samsung Pay wallet(s) upon activation of the replacement Citi Credit Card.

To borrow or not to borrow?
Borrow only if you can repay!

「有關Citi信用卡條款及細則」修訂通知

我們特意致函通知，為提升您網上購物的安全保障，我們將為您的Citi萬事達信用卡推出一項新功能。為準備其推出，我們已修訂有關Citi信用卡條款及細則，該等修訂將於2026年10月5日(「生效日期」)起生效。請在您所擁有的產品部分細閱當中所載的修訂細節，以確保您理解該等變動以及其對您所帶來的影響。經修訂內容將以刪除線或/和底線識別。

如欲獲取修訂後的《有關Citi信用卡條款及細則》副本，您可於生效日期當日或之後瀏覽Citibank網站(www.citibank.com.hk) > 信用卡 > 條款及細則 > 「有關Citi信用卡條款及細則」修訂通知。您無須簽署或發還任何文件，但請注意，於生效日期後如您保留或繼續享用本行的信用卡服務，隨附《修訂通知》所載之該等修訂將一律對您具有約束力。如您不接受該等修訂，請於生效日期前通知我們。然而，如您未能接受該等修訂，我們或將不能繼續向您提供信用卡服務。如有任何查詢，您可以透過Citi Mobile® App「Messaging服務」聯絡我們。登入後，點擊「協助」>「Messaging服務」。

本函之中，英文版本如有歧異，一概以英文版本爲準。

條款及細則修訂通知

1. Citi信用卡條款及細則

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信用卡(包括但不限於其虛擬版本，及其所有關聯的卡號代碼(定義如下)，如有)(統稱為「卡」)給閣下(簡稱「基本卡持有人」)和任何經基本卡持有人提名而又獲發卡公司批准發給附屬卡之人士(簡稱「附屬卡持有人」)。基本卡持有人和附屬卡持有人(每位簡稱「持卡人/會員」，基本卡持有人和附屬卡持有人亦統稱「持卡人/會員」)在簽署或使用此卡時，即表示共同及個別同意或確認同意遵守本合約以下條款及負責支付據以下條款應付給發卡公司的款項，但附屬卡持有人毋需負責基本卡持有人或其他附屬卡持有人的債務：

2.1 持卡人/會員將須(a)於收到此實體卡後立即簽署(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此卡於任何時間均由持卡人/會員持有；及不可允許任何第三者以任何方式使用此卡；...

2.2 持卡人/會員將須把使用此卡的私人密碼及卡驗證碼(CVC)(統稱為「密碼」)保密，若密碼一旦洩露給其他人，持卡人/會員須立即通知發卡公司。倘若持卡人/會員之密碼不論因任何原因洩露給其他人，持卡人/會員將須完全承擔一切由此而招致的後果、損失及/或其他責任，並須全數賠償發卡公司一切因此而引起之損失。

2.4 (僅適用於萬事達信用卡)卡號代碼是一個隨機生成、臨時的卡號(統稱為「卡號代碼」)，用作替代相關的實體卡卡號以進行合資格的網上交易或手機支付。透過使用持卡人/會員申請的卡號代碼進行合資格的網上交易或手機支付，而無需向商戶或手機支付供應商提供實體卡號。信用卡的卡號代碼與實體卡使用相同的信用額和到期日，並且只有在已發出實體卡的情況下才能生成卡號代碼。使用的卡號代碼進行的交易將反映在相關實體卡的月結單上，並受本合約所有條款以及規管該卡使用的任何其他條款及條件的約束。

6.1 持卡人/會員應根據發卡公司不時提供之指示留意信用卡及密碼之保安。若此卡遺失或被竊或被人知悉其密碼，或發現未經授權的交易，持卡人/會員須在合理可能的情況下盡快致電發卡公司之Citibank電話理財服務熱線2860 0333 ... 通知發卡公司。

6.2 在持卡人/會員通知發卡公司其遺失或被盜取卡/密碼/卡號代碼或其他人知道其密碼前，持卡人/會員均須對透過此卡實行的所有交易(不論持卡人/會員授權與否)負責。不過，如損失並不是因持卡人/會員的欺詐行為，或嚴重疏忽，或違反條款6.1而引致的，持卡人/會員對未經授權交易要承擔的責任則以港幣五百元為上限。...

6.4 (僅適用於萬事達信用卡)當實體卡報失或被竊後，所有關聯的卡號代碼將被保留，並自動重新連結至補發的新卡。持卡人/會員可在啟用補發卡後，恢復使用這些卡號代碼。

6.5 (僅適用於萬事達信用卡)若所提出報告的未經授權的交易僅與單一卡號代碼有關，持卡人/會員可選擇僅終止該卡號代碼，而關聯的實體卡及其他關聯至同一張卡的卡號代碼將保持有效並可繼續使用。持卡人/會員可透過Citi Mobile® App相關的功能，或經由Citi Mobile® App「Messaging服務」聯絡我們以終止已被盜用的卡號代碼。

2. Citi The Club信用卡條款及細則

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 The Club信用卡(包括但不限於其虛擬版本，及其所有關聯的卡號代碼(定義如下)，如有)(統稱為「卡」)給閣下(簡稱「主卡持有人」)和任何經主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」)。主卡持有人和附屬卡持有人(每位簡稱「持卡人」，主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主卡持有人或其他附屬卡持有人的債務：

3.1 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；...

3.2 持卡人將須把使用此卡的私人密碼及卡驗證碼(CVC)(統稱為「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。

3.4 (僅適用於萬事達信用卡)卡號代碼是一個隨機生成、臨時的卡號(統稱為「卡號代碼」)，用作替代相關的實體卡卡號以進行合資格的網上交易或手機支付。透過使用持卡人/會員申請的卡號代碼進行合資格的網上交易或手機支付，而無需向商戶或手機支付供應商提供實體卡號。信用卡的卡號代碼與實體卡使用相同的信用額和到期日，並且只有在已發出實體卡的情況下才能生成卡號代碼。使用的卡號代碼進行的交易將反映在相關實體卡的月結單上，並受本合約所有條款以及規管該卡使用的任何其他條款及條件的約束。

7.1 持卡人應根據發卡公司不時提供之建議留意信用卡及PIN之保安。若此卡遭遺失或被竊，或其PIN被他人獲得，或發現未經授權的交易，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 ... 通知發卡公司。

7.2 在持卡人通知發卡公司其卡遭遺失或被竊，或其PIN/卡號代碼被他人獲得，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則以港幣五百元為上限。...

7.4 (僅適用於萬事達信用卡)當實體卡報失或被竊後，所有關聯的卡號代碼將被保留，並自動重新連結至補發的新卡。持卡人/會員可在啟用補發卡後，恢復使用這些卡號代碼。

7.5 (僅適用於萬事達信用卡)若所提出報告的未經授權的交易僅與單一卡號代碼有關，持卡人/會員可選擇僅終止該卡號代碼，而關聯的實體卡及其他關聯至同一張卡的卡號代碼將保持有效並可繼續使用。持卡人/會員可透過Citi Mobile® App相關的功能，或經由Citi Mobile® App「Messaging服務」聯絡我們以終止已被盜用的卡號代碼。

3. Apple Pay條款及細則 –「申請資格」部分

(僅適用於萬事達信用卡)當您的實體Citi信用卡報失或被盜，所有與此Citi信用卡相關的APPLE PAY®錢包將會被保留，並自動連結到新發的補發Citi信用卡。您可以在補發的Citi信用卡啟用後，繼續使用這些 APPLE PAY® 錢包。

4. Google Pay條款及細則 –「申請資格」部分

(僅適用於萬事達信用卡)當您的實體Citi信用卡報失或被盜，所有與此Citi信用卡相關的Google Pay錢包將會被保留，並自動連結到新發的補發Citi信用卡。您可以在補發的Citi信用卡啟用後，繼續使用這些Google Pay錢包。

5. Samsung Pay條款及細則 –「申請資格」部分

(僅適用於萬事達信用卡)當您的實體Citi信用卡報失或被盜，所有與此Citi信用卡相關的Samsung Pay錢包將會被保留，並自動連結到新發的補發Citi信用卡。您可以在補發的Citi信用卡啟用後，繼續使用這些Samsung Pay錢包。

CITI CREDIT CARD AGREEMENT
TERMS AND CONDITIONS

(Applicable to Citi ULTIMA/Citi Prestige Card/Citi Plus Credit Card/
Citi PremierMiles Card/Citi Cash Back Card/
Citi Cash Back American Express® Card/Citi Rewards Card/
Citi Clear Card/Classic Card/Citi Gold Card)

(Effective on March 3, 2026)

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

1. CARDHOLDER'S / CARDMEMBER'S INFORMATION

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

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

2. USE OF CARD

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

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

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

3. TRANSACTIONS EFFECTED THROUGH CARD

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

3.2 The Cardholder / Cardmember will be liable for all transactions ("Transactions") effected through the use of the Card even if no sales draft is signed by him and/or the Customer Credit Limit or Loan Limit is exceeded and/or without Card activation. Types of Transactions effected without the Cardholder's / Cardmember's signature may include, without limitation, orders placed by telephone, fax, mail or electronic means, direct debit authorization, or use of the Card in an automated teller machine (whether or not such a device is that of the Company), at merchant's point of sale terminal, in a credit card payphone or any other device approved by the Company from time to time.

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3.3 The Cardholder / Cardmember is not authorized to use the Card to take part in any illegal acts (including unlawful internet gambling). The Company reserves the right to decline processing or paying any Transaction which the Company suspects to be involved in illegal gambling or which may be illegal under any applicable laws.
The Company further reserves the right to refuse to process or pay any Transaction if the Company reasonably believes that by processing or paying the Transaction, (a) the Company, (b) Citigroup Inc. and its group of companies, including the Company (the "Group Companies"), and/or (c) any third party selected by the Company or any of its Group Companies to provide services to it and who is not a payment infrastructure provider (meaning a third party that forms part of the global payment system infrastructure, including without limitation, communications, clearing 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 liable to the Cardholder / Cardmember for any loss or damage suffered by the Cardholder / Cardmember resulting in any way from a refusal to process or pay a Transaction under this clause.

3.4 Notwithstanding any provision in this Agreement, if an unauthorized transaction is reported in accordance with this Agreement before its settlement date, Cardholder / Cardmember 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 / Cardmember. 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 disputed amount over the whole period (including the investigation period). The result of the good faith investigation is binding on Cardholder / Cardmember.

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 / Cardmember 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 / Cardmember. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder / Cardmember remains liable to repay the entire 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, 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.

4. CHARGES

4.1. The Company will maintain an account ("Account") in respect of the Card to which the values of all Transactions and all charges, fees, interests, outstanding balances and other sums payable ("Charges") will be debited.

4.2 The Company will issue to the Cardholder / Cardmember a monthly statement ("Statement") of the Account setting out details of all Transactions and Charges ("Statement Balance") and the date by which payment must be made ("Payment Due Date"). However, the Company may not issue a Statement to Cardholder / Cardmember if there has been no Transaction since the last Statement, and the credit or debit balance is less than such amount as may be determined by the Company from time to time (currently HKD20.00).

4.3 Subject to the Company's right to require the Cardholder / Cardmember to pay the full amount of the Statement Balance on or before the Payment Due Date, the Cardholder / Cardmember will pay to the Company the following sums at such rates as shown in the Citi Credit Card Fees Schedule ("Fees Schedule") or as may be determined by the Company from time to time:-
(a) Minimum Payment Due
The "Minimum Payment Due" as shown on the Statement ("Minimum Payment Due") although the Cardholder / Cardmember may pay any larger sum he wishes.
(b) Credit Excess
In addition to the Minimum Payment Due, the Company may, notwithstanding any imposition of over limit charge or instant temporary Customer Credit Limit upgrade fee, require payment of any or all of the excess beyond his Customer Credit Limit, if for whatsoever reason the Cardholder / Cardmember has been allowed to incur such excess.
(c) Cash Advance Fee and Charge
A cash advance fee as shown in the Fees Schedule will be charged on each cash advance drawn by the Cardholder / Cardmember and the aggregate amount of the cash advance (including the cash advance fee) will be subject to the applicable finance charge from the date when the cash advance is drawn until the entire amount of the outstanding cash advance 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 method as specified in the Code of Banking Practice.
(d) Finance Charge
The Company will review the Account monthly, if the Account reveals that the entire amount of the Statement Balance stated in the previous Statement ("Previous Statement") is not so received on or before the Payment Due Date of the Previous Statement, a finance charge (as stipulated in the Statement or Fees Schedule or notified by the Company to the Cardholder / Cardmember from time to time at its discretion subject to a minimum amount as shown in the Fees Schedule) will be charged on the unpaid balance of the Previous Statement from the Previous Statement date until full payment is credited to the Account. All new Transactions incurred since the Previous Statement date (except for Transactions relating to the subscription or purchase of any investment product with the Company) will be added to the unpaid balance for the purpose of assessing finance charge as from the respective dates of such Transactions notwithstanding that such Transactions will not be payable until the Payment Due Date stated in the current Statement. All finance charges will be calculated and accrued on a daily basis.
(e) Late Charge
A late charge as specified in the Fees Schedule is charged if the full amount of Minimum Payment Due is not received by the Company on or before the Payment Due Date.
(f) Service Fee
A non-refundable annual fee as specified in the Fees Schedule will be charged to the Account on a date stipulated by the Company. A service fee as specified in the Fees Schedule will be charged to the Account for any payment through cash deposit or for retrieval of any records in connection with the Card.
(g) Return Check / Reject Autopay Fee
A return handling fee (if any) 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 (if any) 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 / Cardmember in a currency other than Hong Kong dollars, the Account will only be credited with such payment after its receipt and deduction of all collection costs.
(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 (if any) as specified in the Fees Schedule will be imposed for any dispute proved to be invalid after investigation.
(l) 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 Statement as well as all new Transactions incurred from the date of the second following Statement notwithstanding that all such new Transactions will not be payable until the Payment Due Date specified in that Statement. Such default finance charge will continue to apply until the respective Minimum Payment Due in any six consecutive Statements is received on or before the Payment Due Date specified in the relevant Statement, after which the finance charge will, where applicable, apply. The default finance charge will be calculated and accrued on a daily basis.
(m) Credit Balance Withdrawal by Check Handling Fee
A handling fee (if any) 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 (if any) as specified in the Fees Schedule will be charged for request for retrieval of sales draft.
(p) Personal Data Access Request
A handling fee as specified in the Fees Schedule will be charged for each personal data access request.
(q) Instant Temporary Customer Credit Limit Upgrade Fee
A handling fee (if any) as specified in the Fees Schedule will be charged on the full amount of the instant temporary upgraded credit limit granted to the Cardholder / Cardmember.
(r) Dynamic Currency Conversion Fee
A dynamic currency conversion fee as specified in the Fees Schedule will be charged with respect to any transactions made in Hong Kong dollars incurred outside Hong Kong and/or with any merchants not registered in Hong Kong. The fee is applicable to transactions initiated by you and/or the merchant based on the merchant's setting.
(s) Merchant Installment Plan Cancellation Handling Fee
A handling fee (if any) 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 / American Express from within a range of wholesale market rates on the conversion day. A handling charge as specified in the Fees Schedule will also be charged on such transactions.

4.5 The Cardholder / Cardmember agrees that it is the Cardholder's / Cardmember's sole responsibility to ensure that every Statement is received in due time and to enquire with and obtain the same from the Company forthwith if not duly received. The Cardholder / Cardmember undertakes to verify the correctness of each Statement and to notify the Company within 60 days from the date of the Statement of any discrepancies, omissions, errors or wrong or incorrect entries or details. At the end of each such period, the Company's records and the details of the Statements shall be conclusive evidence against the Cardholder / Cardmember without any further proof that they are correct except as to any alleged errors so notified and subject to the Company's right to adjust and amend (which may be exercised by the Company at any time) any entries or details wrongly or mistakenly made by the Company.

4.6 Where Supplementary Card(s) is/are issued, the Company may:
(a) set-off the credit balance in any other account(s) of the Principal Cardholder / Cardmember with the Company against the outstanding balance of each Supplementary Card due from each Supplementary Cardholder / Cardmember to the Company; and
(b) only set-off the credit balance in any other account(s) of a Supplementary Cardholder / Cardmember with the Company against the outstanding balance of the Supplementary Card due from such Supplementary Cardholder / Cardmember to the Company.

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

5. PAYMENT OF CHARGES

5.1 Payments to the Company may be made by such means as the Company will from time to time stipulate. If payments are made through a customer activated terminal 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.

5.2 If the Cardholder / Cardmember fails to pay any sum due or payable hereunder, the Company may appoint debt collection agencies to collect the same. If the Company has incurred any legal or collection fees or other expenses for the purpose of demanding, collecting or suing to recover any sum payable hereunder from the Cardholder / Cardmember or other remedies resulting from the breach or non-compliance with any term of this Agreement, the Cardholder / Cardmember will reimburse the Company all such legal fees as taxed by the court on a common fund basis (fees and disbursements which are of a reasonable amount and reasonably incurred) unless otherwise agreed. Other reasonable fees and expenses (including the fees of the debt collection agencies) reasonably incurred in that connection will be reimbursed by the Cardholder / Cardmember up to a maximum of 30% of the original outstanding sum.

5.3 The Cardholder / Cardmember will directly settle disputes between merchants and the Cardholder / Cardmember for goods and services purchased. The Company will not be responsible for goods and services supplied by merchants or for refusal of any merchant to accept or honour any Card. Credits to the Account for refunds made by merchants will be made only when the Company receives a properly issued credit voucher.

5.4 Payments to the Company will only be deemed to be received by the Company and credited to the Account when received in good and cleared funds and if in foreign currency, after conversion by the Company into Hong Kong dollars in accordance with its normal practice, and without any set-off, claim, condition, restriction, deduction or withholding whatsoever.

5.5 Payments and credits to the Account may be applied in the following order: (1) legal and debt collection fees; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, over limit charges, service, return check / reject autopay fee (if any), card replacement fee (if any), charge dispute handling fees (if any) and Dynamic Currency Conversion Fee (if any); (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 / Cardmember.

5.6 You agree that we may debit your Card Account to make a partial or full refund of your credit balance by sending a check to the address last notified by you, at any time without prior notice.

5.7 Without prejudice to the other terms of this Agreement, if the Cardholder / Cardmember should be absent from Hong Kong for some time, arrangements to settle the Charges should be made prior to his departure.

6. LOSS OR THEFT OF THE CARD

6.1 The Cardholder / Cardmember shall observe and follow any recommendation of the Company from time to time regarding the security of the card and the PIN. The Cardholder / Cardmember must inform the Company as soon as reasonably practicable through the Company's CitiPhone Banking 2860 0333 / Platinum Service Line 2860 0360 (for Citibank Platinum Cardholders only) / Ultima Service Line 2860 0308 (for Citi ULTIMA Members only) / Citi Prestige Service Line at 2860 0338 (for Citi Prestige Cardholders only) / through chatting with us on the Citi Mobile® App (for Citi Plus Credit Cardholders only) / American Express Service Line 2860 0366 (for Citibank Cash Back American Express® Cardmembers only) if any card is lost or stolen or when someone else knows his PIN.

6.2 The Cardholder / Cardmember shall be fully liable for any transactions (whether or not authorized by him) effected by the use of the Cards before he has informed the Company that the Card/PIN has been lost or stolen or that someone else knows the PIN. However, provided that the Cardholder / Cardmember has not acted fraudulently, with gross negligence or in breach of Clause 6.1, the Cardholder's / Cardmember's maximum liabilities for such unauthorized transactions shall not exceed HKD500.00. The application of the aforesaid limitation on liability of the Cardholder / Cardmember does not apply to loss related to transactions resulting from use of Card in automated teller machine (whether or not such device is that of the Company).

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

7. RIGHTS OF THE COMPANY

7.1 The Cardholder / Cardmember 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 / Cardmember'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 / Cardmember 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 / Cardmember who banks with Citibank, N.A., Hong Kong Branch) applies, the Cardholder / Cardmember 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 / Cardmember owes to a Citi Creditor upon the written demand of that Citi Creditor certifying to the Citi Paying Entity that the Cardholder/Cardmember has failed to discharge any such indebtedness on its due date. The Cardholder/Cardmember 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 / Cardmember is and remains the property of the Company, and is not transferable. The Cardholder / Cardmember will promptly return all Cards on demand.

7.4 The Cardholder / Cardmember 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 / Cardmember, or to or from the Account or any of the Cardholder's / Cardmember's accounts. Any Collected Amount shall be timely paid to the relevant Authority in accordance with the relevant requirement. The Cardholder / Cardmember will be notified of any Collected Amount as soon as reasonably practicable. The Cardholder / Cardmember acknowledges that the Company will not be required to reimburse the Cardholder / Cardmember for any amount withheld or 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 payment to an Authority in respect of an amount that should have been, but was not, a Collected Amount, the Cardholder / Cardmember will indemnify the Company for such payment, plus any interest and penalties thereon. The Cardholder / Cardmember 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 / Cardmember hereby agrees that all personal data relating to the Cardholder / Cardmember 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 / Cardmember 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.

8.2 The Cardholder / Cardmember 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 in relation to the Card and the Account and any matter arising therefrom or incidental thereto. Further, if the Cardholder / Cardmember is a foreign national / resident and where a data privacy circular applicable to his/her country of nationality/residency has been prepared by the Company (whether now or in the future) to address applicable data privacy requirements, he/she acknowledges that he / she agrees to the terms of such data privacy circular as set out in "Privacy at Citi" section in Citibank Online which may be updated by the Company from time to time.

8.3 The Cardholder / Cardmember 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 of its Group Companies to comply with any Law or Regulation.

9. E-STATEMENT /E-ADVICE SERVICES

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 / Cardmember 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 / Cardmember 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 / Cardmember 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 or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services the Company may from time to time make available to the Cardholder / Cardmember in connection with the e-Statement Service and/or e-Advice Service.

9.2 The Cardholder / Cardmember agrees that the successful delivery of emails (if applicable) in connection with the e-Statement Service and/or e-Advice Service by the Company to the Cardholder's / Cardmember's designated email address shall be deemed to be delivery of the relevant Statement and/or designated advice to the Cardholder / Cardmember. The Company may, at its sole discretion and notwithstanding the Cardholder's / Cardmember's enrolment for the e-Statement Service and/or e-Advice Service, send any Statement and/or advice to the Cardholder's / Cardmember'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 / Cardmember's registered email address or for any other reason.

9.3 The Company has the discretion from time to time to modify, restrict, withdraw, 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 notice to the Cardholder / Cardmember.

9.4 The Cardholder / Cardmember understands that the e-Statement Service and/or e-Advice Service are available to him provided that he has appropriate internet access and telecommunications services and equipment. The Cardholder / Cardmember shall keep such equipment used for the e-Statement Service and/or e-Advice Service secure.

9.5 The Cardholder / Cardmember undertakes to provide to the Company with his updated and correct email address in order to use the e-Statement Service and/or e-Advice Service.

9.6 Upon reasonable attempt, failing to send emails in connection with the e-Statement Service and/or e-Advice Service to the Cardholder / Cardmember with reasonable retry, the e-Statement Service and/or e-Advice Service will be automatically cancelled and the Company will resume sending Statements and/or advice in paper form to the Cardholder / Cardmember.

9.7 To cancel enrollment for the e-Statement Service and/or e-Advice Service, the Cardholder / Cardmember 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 Citi ULTIMA Members only) / Citi Prestige Service Line at 2860 0338 (for Citi Prestige Cardholders only) / American Express Service Line 2860 0366 (for Citibank 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 and/or advice in paper form to the Cardholder / Cardmember.

9.8 The Cardholder / Cardmember agrees that the Company shall not be liable for any loss, damages or expenses that the Cardholder / Cardmember shall incur, including without limitation, any loss or damage caused to the Cardholder / Cardmember data, software, computer, telecommunications equipment or other equipment in connection with the Cardholder's / Cardmember's use of the e-Statement Service and/or e-Advice Service unless they are caused solely and directly by the Company's negligence or willful default.

9.9 The Cardholder / Cardmember agrees that the Company shall use reasonable effort to ensure that the e-Statement Service and/or e-Advice Service are secure and cannot be accessed by unauthorized third parties. However, the Cardholder / Cardmember acknowledges that the Company does not warrant the security, secrecy or confidentiality of any information transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction via the e-Statement Service and/or e-Advice Service. The Cardholder / Cardmember confirms that he understands and accepts all possible risks involved in using the e-Statement Service and/or e-Advice Service including, without limitation, the e-Statement Service and/or e-Advice Service being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the Cardholder's / Cardmember's authorization.

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

10. CITI ALERTS SERVICE

10.1 The Cardholder / Cardmember agrees that by enrolling for and using the service(s) wherein the Company will send alerts via electronic means ("Citi Alerts Services"), the Cardholder / Cardmember accepts and agrees to be bound by this Clause 10 and to pay any fee associated with the use of the Citi Alerts Services. The Cardholder / Cardmember agrees to abide by any and all laws, rules, regulations and official issuances applicable to the Citi Alerts Services, now existing or which may hereinafter 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 / Cardmember in connection with the Citi Alerts Services.

10.2 The Cardholder / Cardmember is responsible for the security of his telecommunications equipment and must take all reasonable precautions to prevent anyone else from accessing any confidential information and the Company is not liable for any disclosure of confidential information.

10.3 The Cardholder / Cardmember agrees that the Company shall use reasonable effort to ensure that the Citi Alerts Services are secure and cannot be accessed by unauthorized third parties. However, the Cardholder / Cardmember acknowledges that the Company does not warrant the security, secrecy or confidentiality of any information transmitted via the Citi Alerts Services. The Cardholder / Cardmember confirms that he understands and accepts all possible risks involved in using the Citi Alerts Services including, without limitation, the Citi Alerts Services being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the Cardholder / Cardmember's authorization.

10.4 The Cardholder / Cardmember acknowledges that any information received by the Cardholder / Cardmember via his telecommunications equipment pursuant to the Citi Alerts Services is for his (and not any other persons) reference only, and shall not be taken as conclusive evidence of the matters to which it relates.

10.5 Neither the Company nor any of the telecommunications companies designated by the Company for the purposes of providing the Citi Alerts Services will assume any liability or responsibility for any failure or delay in transmitting information to the Cardholder / Cardmember 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 / Cardmember 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 / Cardmember'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.

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

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

11. CANCELLATION

11.1 The Company reserves the right to and may at any time withdraw, suspend, extend or modify any of the facilities or services provided to the Cardholder / Cardmember, increase or reduce the Customer Credit Limit, Loan Limit or Cash Advance Limit, withdraw any or all of the Cards, close the Account or terminate this Agreement without any reason or cause nor prior notice to the Cardholder / Cardmember. Without limiting the Company's rights as aforesaid and as an illustration, any such right is likely to be exercised if the Cardholder / Cardmember is in breach of any of the terms of this Agreement, fails to pay any amount when due, or commences or suffers to have any insolvency, execution or similar action or proceedings against himself or for the purpose of complying with the Law or Regulation.

11.2 The Cardholder / Cardmember may terminate this Agreement at any time by written notice to the Company.

11.3 The Company may (with or without having suspended or reduced the credits extended, withdrawn any Card or terminated this Agreement) require the Cardholder / Cardmember to immediately pay the entire outstanding balance under the Account. All obligations of the Cardholder / Cardmember incurred or existing under this Agreement as of the date of termination will survive such termination.

11.4 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 / Cardmember in substitution for the Card.

11.5 Termination of the Card issued to the Principal Cardholder / Cardmember ("Principal Card") for whatever reasons will terminate all Supplementary Card(s) issued under it.

11.6 Either the Principal Cardholder / Cardmember or a Supplementary Cardholder / Cardmember may terminate a Supplementary Card (without terminating the Principal Card) by (i) giving notice to the Company and (ii) cutting the Supplementary Card or returning the Supplementary Card. If the Supplementary Card is not cut or returned as aforementioned, the Company may upon receipt notice of termination take action in accordance with its procedures applicable to terminated credit cards to prevent further use of the Supplementary Card. The Principal Cardholder / Cardmember will be liable for any transactions made using the Supplementary Card until it has been cut or returned or until the Company is able to implement the procedures applicable to terminated credit cards, whichever is later.

12. AMENDMENTS

12.1 The Company hereby reserves the right at any time to amend the terms of this Agreement including, without limitation, the rates of any charges or fees and method of payment in any manner as the Company deems fit by prior notice. Amendments will take effect on such date as stipulated by the Company in accordance with the applicable code of practice.

12.2 If the Cardholder / Cardmember does not accept the Company's amendments, the Cardholder / Cardmember will discontinue the Account by written notice to the Company before such amendments become effective.

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

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

13.1 This clause applies when the Cardholder/Cardmember has an account (of whichever 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 any term of this Agreement relating to the right of set off, combination or consolidation of account or indemnity and the reference in a CTC Applicable Clause to:
(a) "you" shall, for the purpose of this Agreement, be deemed to include Citibank (Hong Kong) Limited and Citibank, N.A., Hong Kong Branch; and
(b) "Citigroup Organisation" shall bear the meaning ascribed to that term in clause 2.3 of the CTC.

14. MISCELLANEOUS

14.1 The Company may at any time transfer, assign, delegate or sub-contract any or all of its rights or obligations hereunder to any person without prior notice to the Cardholder / Cardmember. Without prejudice to the foregoing, the Company may 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.

14.2 All notices, Statements or correspondence sent by the Company may be in the form of written notice, statement or advice insert, message by email or preprinted on Statement or advice, or through any other appropriate form determined by the Company. All such notices, Statements or correspondence to be given by the Company will be validly given if dispatched to the Cardholder's / Cardmember's address last registered with the Company and will be deemed to be received by the Cardholder / Cardmember within a generally acceptable time of that means of communication.

14.3 The Company is hereby authorized (but is not obliged) to accept any instructions given by (a) telephone, telex, mail, facsimile transmission or in writing purportedly given by the Cardholder / Cardmember; or (b) electronic means (including emails and SMS) given in such manner as the Company may prescribe from time to time all without any inquiry by the Company as to the authority or identity of the person making or purporting to give such instructions or their authenticity notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in or authorization for their terms provided that the Company may refuse to act on the instructions if the Company reasonably believes that by carrying out the instructions, (a) the Company, (b) any of its Group Companies, and/or (c) any of its Third Party Service Providers may break the Law or Regulation. The Company will not be liable to the Cardholder / Cardmember for any loss or damage suffered by the Cardholder / Cardmember resulting in any way from a refusal to act on the instructions under this clause.

14.4 These terms are translated from English to Chinese for guidance only. If there is any conflict or inconsistency between the two versions, the English version will prevail.

14.5 Unless the context otherwise requires, all expressions herein in the singular will include the plural and vice versa and all expressions in the masculine gender will include the feminine and/or the neuter gender where applicable. Headings are for reference only and will not affect construction of this Agreement.

14.6 This Agreement will be governed by and construed in accordance with the laws of Hong Kong. The Cardholder / Cardmember hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong.

14.7 Nothing in these terms, this Agreement, and/or any other agreement, document, instrument or arrangement between Cardholder / Cardmember and the Company, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person would not have but for the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong). ("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 quantitative method, system or approach that emulates human intelligence via computer programs to make estimates, predictions, recommendations or decisions in manners that go beyond classical statistical, mathematical, econometric or financial approaches 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, including without limitation data from social media, internet-enabled devices, machines, video and voice recordings. Machine learning, Multiple-Tree-based methods, natural language processing, Neural Network, biometric authentication technology, internet cookies, web logs are examples of BDAI.
BDAI may be used by the Bank in relation to personal data and non-personal data. Use of BDAI by the Bank in relation to personal data is governed by the Bank's Policy Statement relating to Personal Data (Privacy) Ordinance ("Policy Statement").
In addition, the Bank may by itself, or via its service providers, use BDAI for:
(a) performing statistical, trend, market, behaviour, usage pattern, customer segment and pricing analysis;
(b) performing credit, anti-money laundering, fraud prevention and other risk assessments;
(c) planning, research and developments, designing services or products, improving customer experience;
(d) 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.

14.9 The Multiple Credit Reference Agencies Model ("MCRA Model") enables credit providers (such as Citibank) to share and use consumer credit data through more than one credit reference agencies ("CRAs"), with all consumer credit data transmitted through or stored in the centralized database of the credit reference platform ("CRP"). You understand, acknowledge and agree that Citibank is not operator of the CRP and shall not be liable for any loss or damage arising from the use of CRP and/or services provided by any CRAs, including without limitation:
(a) any delay, unavailability, disruption, failure, error, inaccuracy, loss, misuse or compromise of data caused by CRP operations or use of CRP by any person or party, or
(b) any breach of obligation, fraud, wilful default or negligence by any CRAs, any other credit providers, or any owners, operators, service providers or other participants of the MCRA Model or CRP.
You also agree and accept that owners and operators of the CRP shall not be liable for any loss or damage arising from any use of the CRP by any person or party.

15. Citi ThankYou℠ Rewards Program ("Reward Program") and Citi ThankYou℠ Reward Points ("Points")

15.1 The Reward Program is a loyalty rewards program offered at the sole discretion of the Company. Unless otherwise specified, the Reward Program is only applicable to Principal Cardholders of Cards, excluding Citi The Club Credit Card, Citi Cash Back Card, Citi Clear Card, Octopus Citi Credit Card and such other Cards as designated by the Company from time to time.

15.2 The Reward Program and redemption of Points shall be governed by the Terms & Conditions for "Citi ThankYou℠ Rewards" (available at [citibank.hk/thankyou]) (as supplemented and amended by the Company from time to time) which shall be deemed to be incorporated in this Agreement by reference.

16. MERCHANT INSTALLMENT PLAN

16.1 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.

16.2 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 / Cardmember at such merchants as may be designated and communicated by the Company from time to time (each a "Merchant"). In respect of each Transaction using the Plan (each, a "Plan Transaction"):
(a) Cardholder/Cardmember 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 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;
(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/Cardmember, a Merchant Installment Plan Cancellation Handling Fee (if any) 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 / Cardmember. 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 under the Plan;
(d) the Plan cannot be used in conjunction with any other promotional offers as determined by the Company and the Merchant in their sole discretion. All matters and disputes relating to the Plan are subject to the final decision of the Company.
(e) 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 / Cardmember is required to repay the Loan Amount in full to the Company and is liable for all charges, including without limitation to charges on overdue payments, in accordance with the terms of this Agreement;
(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 / Cardmember ; or (ii) withdraw or cancel the Plan / Loan / Account. Upon the occurrence of any of the aforementioned event, or if the Cardholder / Cardmember cancels the Account, Cardholder / Cardmember shall immediately repay all outstanding liabilities under the Account, including without limitation any amount outstanding under the Loan, to the Company.
(g) 1.5% of the billed Installment will be included in the Minimum Payment Due.
(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 additional 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 Balance as indicated in your
a. current and previous monthly Statement of Account,
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 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.
b. 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 15.2 (g) of this Agreement and please refer to Clause 5.5 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 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 4.3 (l) 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. https://www.citibank.com.hk/english/credit-cards/pdf/fee- schedule.pdf
(i) Points, Octopus Cash or Cash Rebates will be credited monthly corresponding to the Installment billed.

17. RECURRING CARD INSTRUCTIONS

17.1 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").

17.2 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.

17.3 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 / 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.

17.4 Subject to Clause 16.6 below, after Card cancellation or replacement, the Cardholder / Cardmember is responsible for reinstating all relevant Recurring Card Instruction(s).

17.5 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.

17.6 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 the Company chooses to do so):
(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 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).

17.7 Before each payment under a Recurring Card Instruction, the Cardholder / Cardmember must ensure that he has available credit under his Card Account to enable that payment to be made within Customer Credit Limit.

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

Citi信用卡合約
條款及細則

(適用於Citi ULTIMA/Citi Prestige信用卡/Citi Plus信用卡/
Citi PremierMiles信用卡/ Citi Cash Back信用卡/
Citi Cash Back American Express® Card/
Citi Rewards信用卡/Citi Clear Card/Citi普通卡/Citi金卡)

(由2026年3月3日起生效)

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

1. 持卡人/會員
   1.1 持卡人/會員明白發卡公司是基於持卡人/會員所提供的資料在現在或未來均為正確無誤才簽發此卡給持卡人/會員。所申報資料如有任何更改(包括電話號碼、工作或居住地址、永久居留地或電話號碼)，持卡人/會員將立即書面通知發卡公司。
   1.2 持卡人/會員同意發卡公司對持卡人/會員與發卡公司的電話通話進行電話錄音。
2. 此卡的使用
   2.1 持卡人/會員須(a)於收到此卡後立即簽署(須與信用卡申請表格或發卡公司所訂明的該其他文件上的簽署相同)；(b)經常小心保管此卡並確保此卡於任何時間均由持卡人/會員持有；及不可允許任何第三者以任何方式使用此卡；(c)不能使用超過發卡公司不時酌情決定的信貸限額(簡稱「客戶信貸限額」)；(d)不能使用超過發卡公司不時酌情決定的現金透支限額(簡稱「現金透支限額」)，現金透支限額為客戶信貸限額的一部份；(e)不能使用超過發卡公司不時酌情決定的信貸限額(簡稱「信貸限額」)；及(f)不可在此卡被收回或取消後繼續使用。
   2.2 持卡人/會員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/會員須立即通知發卡公司。倘若持卡人/會員之私人密碼不論因任何原因洩露給其他人，持卡人/會員將須完全承擔一切由此而招致的後果、損失及/或其他責任，並須全數賠償發卡公司一切因此而引起之損失。
   2.3 當使用此卡時，持卡人/會員應確定於任何情況下所簽署的簽賬單上的簽署與信用卡申請表格(或發卡公司所訂明的該其他文件)及此卡上的簽署相同，以便發卡公司可以進行核對簽署確認。為免生疑，持卡人/會員若未能遵守此要求，將不會免除其使用此卡的任何責任。若持卡人/會員想就此卡採用新的簽署，需事先向發卡公司提出書面申請。
3. 經此卡進行的交易
   3.1 此卡可在發卡公司的任何分行和其他接受此卡的財務機構及商戶使用。此卡可用作購買物品和服務、現金透支、付賬和獲得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)。
   3.2 即使持卡人/會員沒有簽署任何簽賬和/或此卡之使用已超過客戶信貸限額或現金透支限額或沒有確認信用卡持卡人/會員的身分，持卡人/會員仍須負責一切因使用此卡而作的交易的所有費用(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郵件、傳真、電話或電子媒介、直接授權或戶口轉賬付款，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其他經發卡公司不時認可的設備發出的指示。
   3.3 持卡人/會員不可使用此卡參與任何非法活動(包括互聯網上的非法賭博)。發卡公司保留權利拒絕處理或支付發卡公司懷疑涉及非法進行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為遵守(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須遵守的其提供服務的任何第三方(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")可能適用(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司法或規管機構、當局、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/會員因在本條款下的交易遭拒絕處理及支付而蒙受的任何損失或損害向持卡人/會員負責。
   3.4 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單日期之前提出報告，持卡人/會員無需對因留有爭議的金額，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，亦不會對持卡人/會員作出不良信貸報告。經調查並確定實情後，如調查結果確定爭議交易的確是持卡人/會員作出的，持卡人/會員須支付爭議金額與有關的財務費用(包括調查期間)對爭議金額重新收取的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/會員具有約束力。
   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作出爭議/投訴，包括但不限於商戶的停業、破產或清盤行動，持卡人/會員仍然有責任按照有關的信用卡機構規則就有效的全數交易金額。
   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/會員直接與商戶解決。無論此類糾紛(包括但不限於未收到產品及/或未能獲取服務)是否得到解決，持卡人/會員仍然須遵守相關的信用卡機構規則並有責任按照本合約的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規管、檢控、稅務或其他責任。商戶為此類產品或服務所有配套服務提供承擔所有的責任及負債。
4. 費用及收費
   4.1 發卡公司將為持卡人/會員使用此卡而設一賬戶(簡稱「賬戶」)。發卡公司有權從此賬戶支取所有交易之款項和所有費用、收費、利息、欠款和其他根據本合約應繳付的款額(統稱為「費用」)。
   4.2 發卡公司將每月向持卡人/會員發出賬戶的月結單(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/會員發出月結單。
   4.3 除發卡公司可使用其權利要求持卡人/會員在付款限期之前或當日繳付月結單總結欠外，持卡人/會員須就發卡公司列載於花旗銀行服務收費表(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/會員亦可償還多於最低付款額的款項。
      (b) 信貸及透支超額
      若持卡人/會員因任何理由獲容許超越其客戶信貸限額，不論發卡公司是否收取超額費用或即時增加臨時信用額額度之費用，發卡公司有權要求持卡人/會員需即時付還超額之款額部份。
      (c) 現金透支費用及現金透支利息
      持卡人/會員每次使用現金透支服務須繳付列載於服務收費表的現金透支費用，而發卡公司將按有關現金透支之總額(包括現金透支費用)由現金透支提取日起直至全數繳付為止收取財務費用。所有財務費用將以每日計算和累積。月結單內之現金透支利息之實際年利率已包括現金透支費用及財務費用在內，並根據銀行營運守則所訂定的淨值法計算。
      (d) 財務費用
      發卡公司將按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內繳付，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。
      (f) 服務費用
      發卡公司將於其指定日期向持卡人/會員之賬戶收取列載於服務收費表上不可退還的年費。發卡公司亦將就此卡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兌現或自動轉賬之授權被拒絕或撤銷，發卡公司將從賬戶中收取列載於服務收費表上的退回手續費(如有)。
      (h) 補發新卡費
      如須補發此卡，持卡人/會員將須支付列載於服務收費表上的手續費(如有)。
      (i) 外幣匯票託收費用
      若持卡人/會員以港幣以外之其他貨幣付款，該筆付款只將在發卡公司收到後及扣除所有收款費用後，才存入賬戶中。
      (j) 超額費用
      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(如有)。
      (l) 拖欠財務費用(如適用)
      發卡公司將每月檢閱信用卡戶口以決定是否收取拖欠財務費用。若該戶口顯示發卡公司未能在任何月結單的付款限期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後的月結單未繳付之結欠及其後之新交易收取拖欠財務費用(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/會員以支票提取賬戶盈餘，發卡公司將收取列載於服務收費表上的手續費(如有)。
      (n) 補發月結單手續費
      若持卡人/會員申請補發月結單，發卡公司將收取列載於服務收費表上的手續費(如有)。
      (o) 申請補發簽賬存根手續費
      若持卡人/會員申請補發簽賬存根，發卡公司將收取列載於服務收費表上的手續費(如有)。
      (p) 查閱個人資料手續費
      若持卡人/會員要求查閱個人資料，發卡公司將就每項個人資料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/會員若使用即時增加臨時信用額服務，需就獲批的臨時信用額的全數繳付列載於服務收費表上的手續費(如有)。
      (r) 動態貨幣兌換費
      在香港以外的地方及/或非香港註冊的商戶進行以港元計算的交易，發卡公司將收取列載於服務收費表所訂明的動態貨幣兌換費。該費用適用於由您和/或商戶所選擇之貨幣交易而定。
      (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(如有)。
      (t) 郵寄月結單手續費
      若持卡人/會員收取郵寄月結單，發卡公司將收取列載於服務收費表上的手續費(如有)。
   4.4 以非港幣之貨幣進行的交易付款，發卡公司將會按由VISA/MasterCard/American Express在折算日從國際市場兌換率中選擇的兌換率折算為港幣。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/會員同意，持卡人/會員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/會員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/會員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，有關的月結單將被視為確證，除了已通知發卡公司的任何指稱錯誤，以及發卡公司有權更正的錯誤之外，持卡人/會員將被視為已接受月結單記錄及詳情實屬正確。
   4.6 如發行附屬卡，發卡公司可以：
      (a) 以基本卡持卡人/會員於發卡公司之任何其他賬戶的結存，抵銷各附屬卡持卡人/會員於有關附屬卡的結欠；及
      (b) 僅以附屬卡持卡人/會員於發卡公司之任何其他賬戶的結存，抵銷該附屬卡持卡人/會員的有關附屬卡的結欠。
   4.7 由發卡公司向基本卡持卡人/會員發出的所有通知、月結單或書信均視為已發出予基本卡持卡人/會員及每位附屬卡持卡人/會員。由基本卡持卡人/會員向發卡公司發出的任何指示將對基本卡持卡人/會員及每位附屬卡持卡人/會員生效，基本卡持卡人/會員與任何附屬卡持卡人/會員之間的任何爭議或追討將不影響其在本合約下的各自義務及責任。
5. 費用支付
   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規定上之有關條款。若使用發卡公司之自動櫃員機以現金存款，付款金額需經發卡公司及其代理人核證後，才存入賬戶中。
   5.2 若持卡人/會員未能按本合約支付到期需付或應付的款項，發卡公司可能委派收數公司催收有關款項。若發卡公司因持卡人/會員違約而需追收欠款，持卡人/會員須償還發卡公司因此而合理產生之法律費用及其他開支，以及發卡公司委派收數公司追討欠款所產生的合理費用，惟收數費用不超過所欠總額百分之三十(30%)。
   5.3 持卡人/會員與商戶對購物及服務之糾紛，將由持卡人/會員直接與商戶自行解決，有關任何商戶所供應之貨品或服務，或有任何商戶拒絕接受此卡，發卡公司將毋需對此負責。商戶的退款只有在發卡公司收到其有關退款憑證後，才會存入賬戶中。
   5.4 發卡公司只會在如實收到已兌換的付款及將外幣付款由發卡公司兌換成港幣後，並在不作任何抵銷、追討、附帶條件、限制、扣除或預扣下，才被視為收到持卡人/會員的付款及已將付款存入賬戶中。
   5.5 賬戶所收到的款項或其他進賬，可按照下列次序支付：(1)法律及收賬費用；(2)財務費用；(3)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(如有)、補發新卡費用(如有)、賬目調查手續費(如有)及動態貨幣兌換費(如有)；((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/會員之下但認為適當的次序支付款項。
   5.6 閣下同意本行可在任何時候郵寄支票至閣下最後更新之通信地址，以退還賬戶中內部分或全部之結餘，而毋須事先通知。
   5.7 在不影響本合約的其他條款下，若持卡人/會員離開香港一段時間，持卡人/會員須在離開香港前安排繳付賬戶月結單給發卡公司。
6. 此卡遺失及被竊
   6.1 持卡人/會員應極盡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私人密碼被人知悉，持卡人/會員須在合理可能的情況下盡快致電發卡公司之Citibank電話理財服務熱線2860 0333/白金卡服務專線2860 0360(僅供花旗銀行白金卡持卡人使用)/Ultima服務專線2860 0308(僅供Citi ULTIMA會員使用)/Citi Prestige服務專線2860 0338(僅供花旗銀行Citi Prestige持卡人使用)/透過Citi Mobile® App與我們聯絡(僅供花旗銀行Citi Plus持卡人使用)/American Express服務專線2860 0366(僅供Citibank Cash Back American Express® Card會員使用)，通知發卡公司。
   6.2 在持卡人/會員通知發卡公司其遺失或被盜取卡/個人密碼或其他人知道其個人密碼前，持卡人/會員須對透過此卡進行的所有交易(不論是否已經被授權)負責。不過，如損失並不是因持卡人/會員的欺詐行為，或嚴重疏忽，或違反第2.2及6.1條所引致的，持卡人/會員對未經授權交易之最高責任為港幣五百元正。上述所規定的最高責任亦不適用於經由自動櫃員機進行的現金透支交易。
   6.3 若此卡遺失或被竊，發卡公司無義務補發新卡給持卡人/會員。如發卡公司同意補發新卡，持卡人/會員在使用該補發新卡時，須受本合約條款約束。
7. 發卡公司的權利
   7.1 持卡人/會員同意發卡公司可以隨時毋須事前通知，從持卡人/會員於發卡公司及花旗銀行開設之任何形式及任何貨幣的賬戶，無論該些賬戶是持卡人/會員獨自或與其他人仕共同擁有，抵銷或扣除賬戶中的任何款項，以償還持卡人/會員使用此卡之任何貨幣的欠款。若某些欠款因某些情況而未需要償還，發卡公司有權暫停支付相等於該等欠款的賬戶存款給持卡人/會員，直至此等事件發生為止。
   7.2 除非第13條(於發卡公司及/或花旗銀行香港分行持有戶口之持卡人/會員)適用，持卡人/會員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時，Citi支付實體將解除持卡人/會員拖欠Citi債權人之任何債務，持卡人/會員承諾各自賠償Citi支付實體因作出該承諾而可能遭受之所有損失或負債。
   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/會員必須盡快交還此卡。
   7.4 持卡人/會員同意(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，就稅務入息稅、增值稅、任何物業出售或處置稅、徵稅或其他合法收取款項(統稱"已收取款項")，從向持卡人/會員或持卡人/會員的賬戶或任何持卡人/會員的賬戶支付的任何款項中，或從持卡人/會員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/會員會在合理可行範圍內盡早獲通知任何已收取款項。持卡人/會員確認發卡公司將無須向持卡人/會員償付就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因未有預扣或扣減而須向有關機關支付的款項為限，持卡人/會員須向發卡公司償還有關金額。持卡人/會員明白發卡公司將無須就所提出的任何付款要求提出反對。
8. 個人資料
   8.1 持卡人/會員同意發卡公司不時收取有關持卡人/會員之個人資料，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)，及為遵守任何法律或規章或適用的法院、法律程序、審計或任何機關的調查或指示的目的而交換資料，以及為上述目的於有關地區或任何其他地區進行轉移、保存、處理及披露。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/會員確認有關個人資料及戶口資料可能以轉移至沒有嚴格資料保障或資料私隱法律的司法管轄區。
   8.2 持卡人/會員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之而生效與有關之所有事項。此外，如持卡人/會員是外地國民或居民，而發卡公司(不管現在或將來)已提供持卡人/會員的國籍/居住國家的相關資料私隱通知，持卡人/會員承認及同意發卡公司在Citibank網上理財服務"私隱條款"所列出的該"私隱條款/通知"，並且發卡公司可能會不時更新這些條款。
   8.3 持卡人/會員明白及同意其必須不時應發卡公司要求向發卡公司提供發卡公司要求的資料，以便發卡公司可遵從任何法律或規章的要求。
9. 電子月結單/電子通知書服務
   9.1 透過登記和使用發卡銀行以電子方式提供電子賬戶月結單服務及/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/會員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/會員將不會再收到月結單及/或指定通知書的印本文件(指定通知書包括載於www.citibank.com.hk/e-advice不時列出種類的通知書)。持卡人/會員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/會員提供，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/會員同意，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/會員指定之電郵地址，應視為將月結單及/或指定通知書送交持卡人/會員。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/會員指定的電郵地址，或基於任何理由，儘管持卡人/會員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賬戶月結單及/或通知書郵寄往持卡人/會員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/會員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/會員明白到，電子月結單服務及/或電子通知書服務須要求持卡人/會員擁有適當的互聯網及電訊服務及具有適當的設備，持卡人/會員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/會員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/會員，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/會員印發月結單及/或通知書。
   9.7 若持卡人/會員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Citi ULTIMA會員使用)/Citi Prestige服務專線2860 0338(僅供花旗銀行Citi Prestige持卡人使用)/American Express服務專線2860 0366(僅供Citibank 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/會員印發月結單及/或通知書。
   9.8 持卡人/會員同意，發卡公司毋須就持卡人/會員的數據、軟件、電腦、電訊設備或其他設備因持卡人/會員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。
   9.9 持卡人/會員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/會員確認，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/會員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/會員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/會員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/會員授予使用該軟件的非專用特許，此特許僅容許持卡人/會員使用該軟件作預定之用途。持卡人/會員同意不會進行任何有關該軟件的分拆、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. Citi Alerts即時短訊服務
   10.1 持卡人/會員同意，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/會員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/會員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/會員提供，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/會員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/會員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/會員確認，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/會員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/會員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/會員確認，任何持卡人/會員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/會員(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/會員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/會員明白，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/會員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/會員明白支持Citi Alerts即時短訊服務的第三方(包括發卡公司指定的電訊公司)並非發卡公司的代理，亦不代表發卡公司，且與發卡公司並無合作、合夥、聯營或其他關係。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。
   10.7 Citi Alerts即時短訊服務使用發卡公司的、發卡公司的附屬公司及/或其他軟件供應商的專有權軟件。持卡人/會員同意發卡公司已就Citi Alerts即時短訊服務向持卡人/會員授予使用該軟件的非專用特許，此特許僅容許持卡人/會員使用該軟件作預定之用途。持卡人/會員同意不會進行任何有關該軟件的分拆、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. 取消
   11.1 發卡公司保留權利並可以在毋需給與持卡人/會員任何理由或事先通知下，收回、暫停、延長或更改任何提供給持卡人/會員的設施或服務、提高或降低客戶信貸限額、信貸限額或現金透支限額、收回任何或所有此卡、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說明，發卡公司可能在下述情況下行使該等權利，例如持卡人/會員違反本合約之任何條款、沒有支付到期款項或開始或面對破產、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/會員須以書面通知發卡公司終止本合約。
   11.3 發卡公司可以(無論有否暫停或減少信貸，或收回此卡，或終止本合約)要求持卡人/會員立刻償還賬戶內全部之欠款。即使本合約經已終止，持卡人/會員仍須負擔因本合約所產生或仍然存在之責任。
   11.4 如發卡公司不論因任何原因終止此合約，發卡公司有權於合約終止後六個月內任何時間向持卡人/會員發出任何卡以取替此卡。
   11.5 不論出於任何原因，發出給基本卡持卡人/會員的信用卡(「基本卡」)一旦被終止，將終止根據該基本卡所發出的所有附屬卡。
   11.6 基本卡持卡人/會員或附屬卡持卡人/會員可以透過以下方式終止附屬卡(而不終止基本卡)：(i)通知發卡公司及(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/會員需要對透過附屬卡進行的任何交易負責，直至該附屬卡被剪掉或退回，或直到發卡公司能實施適用於終止信用卡的程序為止，以較後者為準。
12. 修訂
   12.1 發卡公司保留權利可隨時透過事先通知修訂本合約之條款，包括但不限於就任何收費或費用之定率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/會員拒絕接受發卡公司之新修訂，持卡人/會員須在該修訂生效前停止其賬戶。
   12.3 持卡人/會員在發卡公司發出有關新修訂通知生效日期後使用此卡所作之交易將被視為持卡人/會員無條件地接受並同意該新修訂。
13. 於發卡公司及/或花旗銀行香港分行持有戶口之持卡人/會員
   13.1 本條文適用於持卡人/會員於發卡銀行(此卡相關之戶口除外)及/或花旗銀行香港分行持有戶口者。
   13.2 花旗銀行戶口及服務之條款(「花旗銀行戶口及服務之條款」)(經不時修訂或補充)應視為全文皆引用於本合約，如花旗銀行戶口及服務之條款與本合約之條款不一致，概以本合約之條款為準，惟儘管如此，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. 其他
   14.1 發卡公司可在任何時間在毋須事先通知持卡人/會員的情況下，將其在本合約內的任何或所有權利或業務轉移、轉讓、轉授或分包予任何人仕。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集團公司。
   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/會員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/會員收取。
   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/會員發出的電話、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/會員因在本條款下的指示遭拒絕執行而蒙受的任何損失或損害向持卡人/會員負責。
   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/會員茲此同意接受香港法庭的非專屬性司法管轄權。
   14.7 此等條款、本合約，及/或持卡人/會員與發卡公司之間的所有任何其他協議、文件、票據或安排的任何規定，不論明示或暗示，既非旨在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。
   14.8 有關“BDAI”的披露
   “BDAI”是指大數據分析及人工智能應用，一般涉及透過電腦程式模擬人腦智慧，以超越經典統計學、數學、計量經濟學或金融方法的方式進行估計、預測、建議或作出決策的量化方法、系統或方式，以達到自動化及取得大量由保存及記錄人類、工具及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，包括但不限於來自社交媒體、互聯網裝置、機器、錄像及錄音的數據。機器學習、多決策樹方法、自然語言處理、神經網絡、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。
   關於花旗衍生數據的披露
   “花旗衍生數據”是指銀行透過BDAI或其他方式收集、生成及/或衍生的與客戶相關的匯總及匿名化資料或數據，但不包括可以直接或間接確定個人身份的任何個人資料或數據。銀行可不受限制地免費使用花旗衍生數據。在不限制銀行上述權利的情況下，銀行或其集團公司可以有償或無償地以研究、趨勢或市場分析或報告形式將花旗衍生數據轉移予其集團公司，以及其他第三方，前提是適用法律及規例允許進行此類轉移。
   14.9 多家個人信貸資料服務機構模式(「MCRA模式」)使信貸提供者(例如花旗銀行)能夠透過多家信貸資料服務機構(「CRAs」)共享及使用信貸資料，而所有個人信貸資料均透過信貸資料平台(「CRP」)的中央資料庫發送或存儲。您理解、確認並同意花旗銀行並非信貸資料平台的營運商，並將不會就因使用信貸資料平台和/或任何信貸資料服務機構所提供的服務而造成的任何損失或損害承擔任何責任，這包括但不限於：
      (a) 任何因信貸資料平台之營運或任何人或任何一方使用信貸資料平台而導致的資料延誤遲、不能使用、中斷、故障、錯誤、不准確、遺失、誤用或損失害，或
      (b) 信貸資料服務機構、任何其他信貸提供者，或任何多家個人信貸資料服務機構模式或信貸資料平台的擁有者、營運商、服務提供者或其他參與者違反義務、欺詐、故意違約或疏忽。您亦同意並接受信貸資料平台的擁有者及營運商不對任何人或任何一方因使用信貸資料平台而引起的任何損失或損害承擔責任。
15. 「Citi ThankYou℠ Rewards計劃」(「獎賞計劃」)及「Citi ThankYou℠積分」(「積分」)
   15.1 本獎賞計劃為本公司全權酌情提供給客戶之獎賞計劃。除另有指明外，本獎賞計劃只適用於主卡持有人，並不適用於Citi The Club信用卡、Citi Cash Back 信用卡、Citi Clear信用卡、八達通Citi信用卡及其他本公司不時指定之信用卡。
   15.2 本獎賞計劃及積分換領將受「Citi ThankYou℠ Rewards」條款及細則(可於 [citibank.hk/thankyou] 查閱)(包括本公司不時增補及修訂之條款及細則)所規管，該等條款及細則將被視為納入本協議的一部分。
16. 商戶分期計劃
   16.1 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。
   16.2 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/會員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/會員。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/會員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/會員取消**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」(如有)，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，直至完全繳清**貸款金額**。發卡公司將於持卡人/會員每月支付**分期付款**後按比例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，須以發卡公司之最終決定為依據。
      (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/會員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/會員提供**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/會員取消賬戶，持卡人/會員須立即向發卡公司清還該賬戶下所有未償還之債務，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) 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**分期付款**。
      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數款項：
         a. 當前月結單及上一張月結單：
            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。
         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15.2(g)條，亦請參考本合約第5.5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4.3 (l)。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**每月誌入賬戶。
17. 自動更新替換卡資料指示
   17.1 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」)。
   17.2 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。
   17.3 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。
   17.4 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。
   17.5 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，則可以對請求提出異議。
   17.6 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 。
   17.7 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。
   17.8 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。通過兌現該項交易，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。

Citi The Club Credit Card Agreement
TERMS AND CONDITIONS

(Effective on December 1, 2025)

Citi The Club Credit 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 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:

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires, the following expressions shall have the following meanings in this Agreement:
"Card" means Citi The Club Credit Card;
"Cardholder" means holder of the Card, and includes prospective Cardholder;
"Card Data" means the data relating to a Cardholder received, collected or generated by the Company from time to time in relation to the usage of the Card, including but not limited to personal data contained in the application for the Card, transaction data, data arising from or relating to the Cardholder's responses made to any advertising or promotional campaigns relating to the Card, credit limit utilization rate, account status, and data on installment loans (if any);
"Club HKT" means Club HKT Limited, a member of HKT Group;
"Clubpoints" means points awarded to The Club members for certain spending using the Card;
"Clubpoints Program" means the Citi The Club Credit Card Clubpoints Rebate Program that applies to spending by the Principal and/or Supplementary Cardholder with the Card;
"HKT Customer Data" means the data obtained, received or generated by Club HKT (or any of its affiliates) from time to time relating to a member of The Club who is a Cardholder, including without limitation, data relating to the Cardholder's personal particulars, membership, activities (including data on Clubpoint redemption and rewards) and transactions conducted by the Cardholder through The Club or Club Shopping Platform;
"HKT Group" means HKT Limited and its subsidiaries, affiliates and associated companies, including Club HKT;
"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;
"Qualifying Services" means selected services supplied by the companies within the HKT Group or the PCCW Group and current individual customers of these selected services will be awarded with Clubpoints which are proportionate to the eligible spending for those qualifying services and will be automatically credited to customers' membership accounts in The Club. Contemporary information relating to the qualifying services, eligible spending and the rate of conversion can be found on www.theclub.com.hk or https://shop.theclub.com.hk/ or such other URL that may serve the same purpose from time to time and are subject to change from time to time without prior notice;
"The Club" or "The Club Membership Program" means a loyalty program operated by Club HKT, which provides a platform offering its members various benefits and services including the redemption of Clubpoints for designated goods and services, tailored marketing and management of members' accounts of Qualifying Services. A member of The Club will be able to receive and/or redeem various benefits offered by or through The Club subject to Terms and Conditions of The Club (https://www.theclub.com.hk/en/terms- and-conditions.html) and other relevant terms which may be announced or notified to members from time to time by different means of communication; and
"Transactions" means transactions conducted by the Cardholder through use of the Card and includes purchase, payment, ATM, cash withdrawal, bank transfer and installment transactions, as applicable in the relevant context.

2. 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 residence or telephone number.

2.2 The Cardholder agrees to the Company recording the telephone conversations between the Cardholder and the Company.

3. USE OF CARD

3.1 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) 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 its discretion ("Customer Credit Limit"); (d) not exceed the cash advance limit (which forms part of the Customer Credit Limit) assigned by the Company from time to time at its discretion ("Cash Advance Limit"); (e) not exceed the loan limit assigned by the Company from time to time at its discretion ("Loan Limit"); and (f) not use the Card after it is withdrawn, cancelled or malfunctioned.

3.2 The Cardholder will keep any 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 Company against all consequences, losses and / or other liabilities incurred as a result of the PIN being known to another person for whatsoever reason.

3.3 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 (or such other documents as may be prescribed by the Company) and the Card for the Company's verification purpose. For the avoidance of doubt, failure to do so will not relieve the Cardholder 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.

4. TRANSACTIONS EFFECTED THROUGH CARD

4.1 Credit card functionality

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 for 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).

4.1.2 The Cardholder shall 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 Customer 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 at 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, or Transactions effected through use of the PIN.

4.2 Membership and Rewards

4.2.1 The Cardholder must be a member of The Club and maintain The Club membership account for Clubpoints redemption and usage, in which Principal Cardholder will be awarded with Clubpoints as a reward of spending with the Card by the Principal Cardholder and each Supplementary Cardholder. The Cardholder acknowledges and understands that if he is not an existing member of The Club, he will not be able to conduct any activities relating to his The Club membership (including but not limited to the redemption of Clubpoints, viewing and editing my membership profile or making any purchases at Club Shopping) until Club HKT has approved his application for The Club membership and he has completed the activation process for his The Club membership account.

4.2.2 The Clubpoints earned by both the Principal Cardholder and/or Supplementary Cardholder(s) by spending with the Card will be awarded and credited to The Club membership account of the Principal Cardholder, unless otherwise specified.

4.2.3 Reward of Clubpoints for spending with the Card and all matters relating to it are subject to the "Citi The Club Credit Card Clubpoints Reward Program" Terms and Conditions and any other applicable terms and conditions, as may be issued or amended from time to time by the Company.

4.2.4 Redemption of Clubpoints, rewards of Clubpoints that are unrelated to spending with the Card and all matters relating to The Club Membership Program are subject to the Terms and Conditions of The Club issued by Club HKT and may be amended by Club HKT from time to time. The Company shall not in any way be responsible or liable for any matters or dealings under or relating to The Club Membership Program.

4.2.5 No Citi ThankYou Rewards Points, cash or any other forms of rebates will be granted by the Company for spending with the Card, unless otherwise specified by the Company.

4.3 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 a 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 (including, without limitation, Club HKT and its affiliates) 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 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 clause.

4.4 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 disputed amount over the whole period (including the investigation period). The result of the good faith 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.

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. CHARGES

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 last Statement, and the credit or debit balance is less than such amount as may be determined by the Company from time to time (currently HKD20.00).

5.3 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 wishes.

(b) Credit Excess
In addition to the Minimum Payment Due, the Company may, notwithstanding any imposition of over limit charge or instant temporary Customer Credit Limit upgrade fee, require payment of any or all of the excess beyond his Customer Credit Limit, if for whatsoever reason the Cardholder 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 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 Conversion Fee relating to the subscription or purchase of any investment product with the Company) will be subject to the finance charge for the purpose of assessing finance charge 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 (if any) 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 (if any) 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 (if any) as specified in the Fees Schedule will be imposed for any dispute proved to be invalid after investigation.

(l) 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 Statement as well as all new Transactions incurred from the date of the second following Statement notwithstanding that all such new Transactions will not be payable until the Payment Due Date specified in that Statement. Such default finance charge will continue to apply until the respective Minimum Payment Due in any six consecutive Statements is received on or before the Payment Due Date specified in the relevant Statement, after which the finance charge will, where applicable, apply. The default finance charge will be calculated and accrued on a daily basis.

(m) Credit Balance Withdrawal by Check Handling Fee
A handling fee (if any) 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.

(q) Instant Temporary Customer Credit Limit Upgrade Fee
A handling fee (if any) as specified in the Fees Schedule will be charged on the full amount of the instant temporary upgraded credit limit granted to the Cardholder / Cardmember.

(r) Dynamic Currency Conversion Fee
A dynamic currency conversion fee as specified in the Fees Schedule will be charged with respect to any transactions made in Hong Kong dollars incurred outside Hong Kong and/or with any merchants not registered in Hong Kong. The fee is applicable to transactions initiated by you and/or the merchant based on the merchant's setting.

(s) Merchant Installment Plan Cancellation Handling Fee
A handling fee (if any) 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.

5.4 Transactions which are effected in currencies other than Hong Kong dollars will be 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.

5.5 The Cardholder agrees that it is the Cardholder's sole responsibility to ensure that every Statement is received in due time and to enquire 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:
(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 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 Card due from such Supplementary Cardholder to the Company.

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.

6. PAYMENT OF CHARGES

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 appoint debt collection agencies to collect the same. If the Company has incurred any legal or collection fees or other expenses for the purpose of demanding, collecting or suing to recover any sum payable hereunder from the Cardholder or other remedies resulting from the breach or non-compliance with any term of this Agreement, the Cardholder will reimburse the Company all such legal fees as taxed by the court on a common fund basis (fees and disbursements which are of a reasonable amount and reasonably incurred) unless otherwise agreed. Other reasonable fees and expenses (including the fees of the debt collection agencies) reasonably incurred in that connection will be reimbursed by the Cardholder up to a maximum of 30% of the original outstanding sum.

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 Company receives a properly issued credit voucher.

6.4 The Cardholder will directly settle disputes between merchants and the Cardholder for goods or services purchased, and the Company shall not be deemed to be a party of such disputes. 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 issued credit voucher. The Company shall not be liable or 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 connected with the use of the Card.

6.5 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.

6.6 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 fee, return check / reject autopay fee (if any), card replacement fee (if any), charge dispute handling fees (if any) and Dynamic Currency Conversion Fee (if any); (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.

6.7 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.

6.8 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.

7. LOSS OR THEFT OF THE CARD

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

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 /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 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 future event.

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 failed 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.

8.4 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 such Company will not be required to reimburse the Cardholder for any amount withheld or 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 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.

9. PERSONAL DATA

9.1 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 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 in relation to the Card and the Account and any matter arising therefrom or incidental thereto. Further, if the Cardholder is a foreign national/resident and where a data privacy circular applicable to his/her country of nationality/residency has been prepared by the Company (whether now or in the future) to address applicable data privacy requirements, he/she acknowledges that he/she agrees to the terms of such data privacy circular as set out in "Privacy at Citi" section in Citibank Online which may be updated by the Company from time to time.

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 of its Group Companies to comply with any Law or Regulation.

9.4 Without prejudice to the generality of the foregoing, the Cardholder acknowledges, agrees and consents to the collection, use, disclosure, exchange and transfer from time to time of the Card Data, and HKT Customer Data to, by and between the Company and Club HKT for the purposes of (i) the administration and operation of the Card, (ii) the registration process for and operation of The Club membership, (iii) the analysis of customer behavior and usage patterns; (iv) exploring practical enhancements in respect of the Card; (v) conducting promotions and marketing related to the Card by the Company and/or Club HKT of offers relating to the Card; and (vi) subject to Clause 9.5, for any other purposes set out in the Policy Statement relating to the Personal Data (Privacy) Ordinance of the Company (in the case of the Company), or the Personal Information Collection Statement of Club HKT and the Privacy Statement (for Customers) of HKT Group (in the case of Club HKT). The Company and Club HKT shall each be solely responsible for using and handling such data collected by and/or transferred to it in accordance with its respective privacy policies and practices and the applicable legal and regulatory requirements.

9.5 The Cardholder acknowledges and understands that Club HKT will not use his personal data for the purposes of direct marketing unless the Cardholder has provided consent directly to Club HKT, except that if the Cardholder is an existing member of The Club, his direct marketing preferences and any consents that he has previously provided to Club HKT will continue to apply. The Cardholder acknowledges and understands that he may withdraw his consent to the use of his personal data for direct marketing purposes by Club HKT at any time by using Club HKT's mobile application or website or any other platform or channel provided by Club HKT. The Cardholder acknowledges that Citibank cannot accept or process any withdrawal of consent request in relation to direct marketing that is communicated by Club HKT.

10. E-STATEMENT /E-ADVICE SERVICES

10.1 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 10. 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 issuances 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 e-Advice Service.

10.2 The Cardholder agrees that the successful delivery of emails (if applicable) in 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 or for any other reason.

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

10.4 The Cardholder understands that the e-Statement Service and/or e-Advice Service are available to him provided that he has appropriate internet access and telecommunications equipment. The Cardholder shall keep such equipment used for the e-Statement Service and/or e-Advice Service secure.

10.5 The Cardholder undertakes to provide to the Company with his updated and correct email address in order to use the e-Statement Service and/or e-Advice Service.

10.6 Upon reasonable attempt, failing to send emails in connection with the 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 and/or advice in paper form to the Cardholder.

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

10.8 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 to the Cardholder's 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.

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 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.

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 Cardholder 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 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 Citi Alerts Services.

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 any 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 that 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 providing system operator.

11.7 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.

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 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.

12.2 The Cardholder may terminate this Agreement at any time by written notice to the Company.

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 pay 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 of 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.

13. 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 determined by the Company in accordance with the applicable code of practice.

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. 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 KONG BRANCH

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 Kong Branch.

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
(b) "Citigroup Organization" shall bear the meaning ascribed to that term in clause 2.3 of the CTC.

15. MISCELLANEOUS

15.1 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 Law or Regulation.

15.2 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.

15.3 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 any 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.

15.4 These terms are translated from English to Chinese for guidance only. If there is any conflict or inconsistency between the two versions, the English version will prevail.

15.5 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.

15.6 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.

15.7 Nothing in these terms, this Agreement, and/or any other agreement, document, 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 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) and (b) Club HKT (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 Third Party; 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.

15.8 The Multiple Credit Reference Agencies Model ("MCRA Model") enables credit providers (such as Citibank) to share and use consumer credit data through more than one credit reference agencies ("CRAs"), with all consumer credit data transmitted through or stored in the centralized database of the credit reference platform ("CRP"). You understand, acknowledge and agree that Citibank is not operator of the CRP and shall not be liable for any loss or damage arising from the CRP and/or services provided by any CRAs, including without limitation:
(a) any delay, unavailability, disruption, failure, error, inaccuracy, loss, misuse or compromise of data caused by CRP operations or use of CRP by any person or party, or
(b) any breach of obligation, fraud, wilful default or negligence by any CRAs, any other credit providers, or any owners, operators, service providers or other participants of the MCRA Model or CRP.
You also agree and accept that owners and operators of the CRP shall not be liable for any loss or damage arising from use of the CRP by any person or party.

16. DISCLOSURE REGARDING BDAI

"BDAI" refers to big data analytics and artificial intelligence applications, and generally involves quantitative method, system or approach that emulates human intelligence via computer programs to make estimates, predictions, recommendations or decisions in manners that go beyond classical statistical, mathematical, econometric or financial approaches 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, including without limitation data from social media, internet-enabled devices, machines, video and voice recordings. Machine learning, Multiple-Tree-based methods, natural language processing, Neural Network, biometric authentication technology, internet cookies, web logs are examples of BDAI.

BDAI may be used by the Bank in relation to personal data and non-personal data. Use of BDAI by the Bank in relation to personal data is governed by the Bank's Policy Statement relating to Personal Data (Privacy) Ordinance ("Policy Statement").

In addition, the Bank may by itself, or via its service providers, use BDAI for:
(a) performing statistical, trend, market, behaviour, usage pattern, customer segment and pricing analysis;
(b) performing credit, anti-money laundering, fraud prevention and other risk assessments;
(c) planning, research and developments, designing services or products, improving customer experience;
(d) 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.

17. 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.

18. MERCHANT INSTALLMENT PLAN

18.1 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.

18.2 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 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 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;
(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/Cardmember, a Merchant Installment Plan Cancellation Handling Fee (if any) 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 proportionately restore the Customer Credit Limit every month after payment of each Installment by Cardholder. As such, only the outstanding Installment amounts will be counted against the Customer Credit Limit. Any return or exchange of products will not affect the payment obligations under the Plan;
(d) the Plan cannot be used in conjunction with any other promotional offers as determined by the Company and the Merchant in their sole discretion. All matters and disputes relating to the Plan are subject to the final decision of the Company.
(e) 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 this Agreement. In any event, Cardholder is required to repay the Loan Amount in full to the Company together with any 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 owing in respect of the Loan, to the Company.
(g) 1.5% of the billed Installment will be included in the Minimum Payment Due.
(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 additional 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 Balance as indicated in your
a. current and previous monthly Statement of Account,
(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 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.
b. 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 18.2 (g) of this Agreement and please refer to Clause 6.6 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 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 (l) 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. https://www.citibank.com.hk/english/credit-cards/pdf/fee-schedule.pdf
(i) Points, Octopus Cash or Cash Rebates will be credited monthly corresponding to the billed Installment.

19. RECURRING CARD INSTRUCTIONS

19.1 The Cardholder 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").

19.2 In order to set up a Recurring Card Instruction, a Merchant will ask the Cardholder 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.

19.3 If the Cardholder has provided Recurring Card Instructions to a Merchant, the Cardholder will need to contact the Merchant directly to request a cancellation. The Company suggests that the Cardholder does this at least 15 days prior to the next scheduled payment. Until the Cardholder 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.

19.4 Subject to Clause 19.6 below, after Card cancellation or replacement, the Cardholder is responsible for reinstating all relevant Recurring Card Instruction(s).

19.5 Cardholder may retain a copy of the request to change or cancel any Recurring Card Instruction(s) with a Merchant. The Cardholder may use this as proof if a Merchant has not acted in accordance with his request.

19.6 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 has the responsibility to contact the Merchant to cancel or change the details of his Recurring Card Instructions. Without prejudice to Cardholder's aforesaid responsibility, if the relevant Card association provides the service of updating certain designated Merchants of such card association of Card details change and if Cardholder has not opted-out of such service, Cardholder is deemed to authorise the Company to (if the Company chooses to do so):
(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 any new expiry date (as the 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).

19.7 Before each payment under a Recurring Card Instruction, the Cardholder must ensure that he has available credit under his Card Account to enable that payment to be made within Customer Credit Limit.

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

CTB_CCA_1225_TheClub

Citi The Club信用卡合約
條款及細則

(由2025年12月1日起生效)

花旗銀行(香港)有限公司(簡稱「發卡公司」)按下列的條款發出Citi The Club信用卡(簡稱「此卡」)給閣下(簡稱「主卡持有人」)和任何經主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」)。主卡持有人和附屬卡持有人(每位簡稱「持卡人」，主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主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，否則本合約中的以下表述具有以下含義：

「卡」是指Citi The Club信用卡；

「持卡人」包括持卡人，亦包括準持卡人；

「信用卡資料」是指發卡公司不時接收、收集或產生有關持卡人使用此卡的數據資料，包括但不限於申請此卡時所包含的個人資料、交易資料、持卡人對任何與此卡相關的廣告或推廣活動的回應數據及資料、信用額使用率、賬戶狀態及分期貸款數據資料(如有)；

「Club HKT」是指香港電訊集團成員公司Club HKT Limited；

「Club積分」是指The Club會員憑此卡作特定簽賬而獲得的積分；

「Club積分計劃」是指Citi The Club信用卡Club積分回贈計劃，適用於主卡及/或附屬卡持卡人憑此卡所作的簽賬；

「香港電訊客戶資料」是指Club HKT(或其任何聯營公司)不時取得、接收或產生有關The Club會員兼持卡人的資料，包括但不限於與會員個人資料、會籍、活動(包括Club積分兌換及獎賞的資料)及其透過The Club或Club Shopping平台所作交易相關的資料；

「香港電訊集團」指香港電訊有限公司及其附屬公司、關聯公司及聯營公司，包括Club HKT；

「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)(適用於此卡之使用和/或已啟用的設備)；

「合資格服務」是指由香港電訊集團或電訊盈科集團內的公司所提供的精選服務，而此等精選服務的現有個人客戶將按比例獲得與此等合資格服務消費的Club積分，並將自動誌入客戶的The Club會員賬戶。有關合資格服務、合資格簽賬及積分兌換率的最新資料刊載於www.theclub.com.hk 或 https://shop.theclub.com.hk/ 或其他可能不時為相同目的而建立的網址，而此等資料將不時更改，恕不另行通知；

「The Club」或「The Club會員計劃」是指由Club HKT運營的會員獎勵計劃，作為一個為其會員提供各種優惠及服務的平台，而其提供的優惠及服務包括以Club積分兌換指定商品及服務、市場資訊及提供會員賬戶管理。根據The Club的條款及細則(https://www.theclub.com.hk/zh/terms-and-conditions.html)及其他可能不時以不同通訊方式向會員公布或通知的相關條款，The Club會員將能夠接收及/或兌換由The Club提供或透過The Club提供的各種優惠；及

「簽賬」是指持卡人透過使用此卡來進行的交易，包括適用於本文所述之相關購買、支付、自動櫃員機交易、現金提取、銀行轉賬及分期付款交易。

CTB_CCA_1225_TheClub

2. 持卡人資料

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. 此卡的使用

3.1 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)不可在此卡被撤回、取消或出現故障後繼續使用。

3.2 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引起之損失。

3.3 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。

4. 經此卡實行的交易

4.1 信用卡功能

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「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)。

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。

4.2 會籍及獎賞

4.2.1 持卡人必須為The Club會員並持有The Club會員賬戶以兌換及使用Club積分。主卡持卡人將獲由主卡持卡人及附屬卡持卡人憑此卡簽賬所得的Club積分作為獎賞。持卡人確認及明白，若其本人並非 The Club的現有會員，則將無法進行與其 The Club會籍相關的任何活動(包括但不限於兌換Club積分、查閱及編輯其會員資料或在 Club Shopping購物)，直至Club HKT批准其The Club會員申請及其完成The Club會員賬戶的啟動程序。

4.2.2 除非另有註明，否則主卡持卡人及/或附屬卡持卡人憑此卡簽賬所賺取的Club積分將誌入主卡持卡人的The Club會員賬戶。

4.2.3 憑此卡簽賬而獲得的Club積分獎賞及所有相關事宜均受發卡公司不時發布或修訂的「Citi The Club信用卡Club積分回贈計劃」之條款及細則以及任何其他適用條款及細則約束。

4.2.4 Club積分之兌換、非憑此卡簽賬而獲得的Club積分獎賞及所有與The Club會員計劃有關的事宜均受由Club HKT發出的The Club之條款及細則約束，且可能會不時由Club HKT修訂。發卡公司對The Club會員計劃下或與之相關的任何事項或交易一概不承擔任何責任或義務。

4.2.5 除非另有註明，否則發卡公司不會就憑此卡所作之簽賬授予Citi ThankYou Rewards積分、現金或任何其他形式的回贈。

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(包括而不限於Club HKT及其聯營公司)而又非付款 設施供應商的任何第三方(即指構成全球付款系統設施的第三方，包括但不限於，通訊、結算或付款系統、中介銀行及代理銀行(「付款設施供應商」)(「第三方服務供應商」)可能違反(i)任何當地或海外的司法管轄區的法律或規章，或(ii)發卡公司在任何當地或海外的司法管轄區與任何具司法管轄權的規管、檢控、稅務或政府機關(「機關」)訂立的任何協議((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。

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. 費用及收費

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。

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：

(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。

(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。

(d) 財務費用
發卡公司將每月檢討閣下的戶口情況，若戶口顯示上期月結單(簡稱「上期月結單」)所述的月結單總結欠未能在付款限期當日或之前繳付，發卡公司將就其上期月結單的未繳付之結欠由上期月結單日起直至全數存入賬戶為止，收取財務費用(根據月結單或服務收費表或發卡公司不時酌情通知的利率收取，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。

(f) 服務費用
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兌現或自動轉賬之授權被拒絕或撤銷，發卡公司將從賬戶中收取列載於服務收費表上 的退回手續費(如有)。

(h) 補發新卡費
如須補發此卡，持卡人/會員將須支付列載於服務收費表上的手續費(如有)。

(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。

(j) 超額費用
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(如有)。

(l) 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/會員以支票提取賬戶盈餘，發卡公司將收取列載於服務收費表上的手續費用(如有)。

(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/會員申請補發簽賬存根，發卡公司將收取列載於服務收費表上的手續費(如有)。

(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/會員若使用即時增加臨時信用額服務，需就獲批的臨時信用額的全數繳付列載於服務收費表上的手續費(如有)。

(r) 動態貨幣兌換費
在香港以外的地方及/或非香港註冊的商戶進行以港元計算的交易，該交易將會被徵收服務收費表所訂明的動態貨幣兌換費。該費用適用於由您和/或商戶根據商戶的設置發起的交易。

(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(如有)。

(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在折算日從國際市場兌換率中選擇的兌換率折算為港幣。此等交易亦將另外收取列載於服務收費表上的手續費。

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。

5.6 如發行附屬卡，發卡公司可以：

(a) 以主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 由發卡公司向主卡持卡人發出的所有通知、月結單或書信均視為已發出予主卡持卡人及每位附屬卡持卡人。由主卡持卡人向發卡公司發出的任何指示將對主卡持卡人及每位附屬卡持卡人具約束力。主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下的各自義務及責任。

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%)。

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 持卡人將直接解決商戶與持卡人之間有關購買商品或服務之簽賬的任何爭議。發卡公司對任何此類爭議一概不負責。發卡公司對於商戶提供的商品及服務，或任何商戶拒絕接受或收理任何信用卡之事宜，發卡公司一概不負責。由商戶所作的退款只有當發卡公司收到獲正確簽發的信用憑證時，方會將誌入賬戶。對於商戶所提供的商品或服務的數量、質素、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，發卡公司一概不負責。

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

6.6 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(如有)、補發新卡費(如有)、賬目調查手續費(如有)及動態貨幣兌換費(如有)；(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/會員之下但認為適當的次序支付款項。

6.7 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。

6.8 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。

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建議留意信用卡及PIN之保安。若此卡遭遺失或被竊，或其PIN被他人獲得，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卡持卡人使用)通知發卡公司。

7.2 在持卡人通知發卡公司其卡遭遺失或被竊，或其PIN被他人獲得，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。

8. 發卡公司的權利

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，持卡人必須盡快交還此卡。

8.4 持卡人同意(a)發卡公司、(b)任何其集團公司及/或(c)任何其第三方供應商，可為遵照任何法律或規章，就預扣、入息稅、增值稅、任何物業出售或處置稅、徵稅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。

9. 個人資料

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管轄區。

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。此外，如持卡人是外地國民或居民，而發卡公司(不管現在或將來)已用持卡人的國籍/居住國家的相關資料私隱要求制定了一份適用的資料私隱通知，持卡人承認持卡人同意發卡公司在Citibank網上理財服務“私隱條款”所列出的該“私隱條款/通知”，並且發卡公司可能會不時更新這些條款。

9.3 持卡人明白及同意必須應發卡公司不時的要求向發卡公司提供令發卡公司或任何其集團公司遵從任何法律或規章的資料。

9.4 在不影響上述一般性的情況下，持卡人確認並同意，發卡公司及Club HKT可基於下列目的：(i)此卡的管理及營運；(ii)The Club會員之註冊及營運；(iii)客戶行為及消費模式分析；(iv)探索此卡的實際改進；(v)由發卡公司及/或Club HKT就有關此卡的優惠進行與此卡有關的推廣及營銷活動；以及(vi)在符合條款第9.5條的前提下，根據(就發卡公司而言)有關發卡公司的《個人資料(私隱)條例》的政策聲明或(就Club HKT而言) Club HKT的《收集個人資料聲明》及香港電訊集團的《私隱聲明(客戶專用)》所載的其他目的，不時各自及相互收集、使用、披露、交換及傳送此卡的信用卡資料及香港電訊客戶資料。發卡公司及Club HKT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，就使用及處理此類被收集及/或被傳送的資料全權負責。

9.5 持卡人確認及明白，除非持卡人直接向Club HKT表示同意，否則Club HKT 不會將其個人資料用於直接營銷的目的(若持卡人是The Club的現有會員，則其早前向Club HKT提供的直接營銷偏好及意願將繼續適用)。持卡人確認及明白其本人可在Club HKT的流動應用程式或網站或其他由Club HKT提供的平台或渠道上，隨時撤回同意Club HKT使用其本人個人資料作直接營銷的許可。持卡人確認花旗銀行將不可以接受或處理任何有關Club HKT直接營銷許可撤回的要求。

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、優惠或服務的其他條款及條件。

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。

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。

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。

11. Citi Alerts即時短訊服務

11.1 持卡人同意，通過登記及使用發卡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露而負上任何法律責任。

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 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。

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項。

12. 取消

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、結束賬戶或終止本合約。在不局限發卡公司上述權利及作為實例說明，發卡公司可能在下述情況下行使該等權利，例如持卡人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，發出給主卡持卡人的信用卡(「主卡」)一旦被終止，將終止根據該主卡所發出的所有附屬卡。

12.6 主卡持卡人或附屬卡持卡人可以透過以下方式終止附屬卡(而不終止主卡)：(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責，直至該附屬卡被剪掉或退回，或直到發卡公司能實施適用於終止信用卡的程序為止，以較後者為準。

13. 修訂

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. 其他

15.1 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合約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。

15.2 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。

15.3 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。

15.4 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。

15.5 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。

15.6 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。

15.7 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)及(b) Club HKT (各稱「第三方」) 可強制執行本合約中授予或旨在授予該第三方任何權利的任何條款或規定；及(b)本合約各方毋須任何第三方同意即可隨時撤銷或更改本合約。

15.8 多家個人信貸資料服務機構模式(「MCRA模式」)使信貸提供者(例如花旗銀行)能夠透過多家信貸資料服務機構(「CRAs」)共享及使用信貸資料，而所有個人信貸資料均透過信貸資料平台(「CRP」)的中央資料庫發送或存儲。您理解、確認並同意花旗銀行並非信貸資料平台的營運商，並將不會就因使用信貸資料平台和/或任何信貸資料服務機構所提供的服務而造成的任何損失或損害承擔任何責任，這包括但不限於：

(a) 任何因信貸資料平台之營運或任何人或任何一方使用信貸資料平台而導致的資料延誤遲、不能使用、中斷、故障、錯誤、不準確、遺失、誤用或損失害，或

(b) 信貸資料服務機構、任何其他信貸提供者，或任何多家個人信貸資料服務機構模式或信貸資料平台的擁有者、營運商、服務提供者或其他參與者違反義務、欺詐、故意違約或疏忽。您亦同意並接受信貸資料平台的擁有者及營運商不對任何人或任何一方因使用信貸資料平台而引起的任何損失或損害承擔責任。

16. 有關「BDAI」的披露

「BDAI」是指大數據分析及人工智能應用，一般涉及透過電腦程式模擬人腦智慧，以超越經典統計學、數學、計量經濟學或金融方法的方式進行估計、預測、建議或作出決策的量化方法、系統或方式，以達到自動化及取得大量由保存及記錄人類、工具及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，包括但不限於來自社交媒體、互聯網裝置、機器、錄像及錄音的數據。機器學習、多決策樹方法、自然語言處理、神經網絡、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。

17. 關於花旗衍生數據的披露

「花旗衍生數據」是指銀行透過BDAI或其他方式收集、生成及/或衍生的與客戶相關的匯總及匿名化資料或數據，但不包括可以直接或間接確定個人身份的任何個人資料或數據。銀行可不受限制地免費使用花旗衍生數據。在不限制銀行上述權利的情況下，銀行或其集團公司可以有償或無償地以研究、趨勢或市場分析或報告形式將花旗衍生數據轉移予其集團公司，以及其他第三方，前提是適用法律及規例允許進行此類轉移。

18. 商戶分期計劃

18.1 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。

18.2 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/會員取消本計劃，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」(如有)，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，須以發卡公司之最終決定為依據。

(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，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付款。

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數款項：

a. 當前月結單及上一張月結單：

(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。

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18.2(g)條，亦請參考本合約第6.6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(l)。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：https://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戶。

19. 自動更新替換卡資料指示

19.1 持卡人可以授權另一方使用持卡人的信用卡卡號和有效日期資料，藉此從持卡人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」)。

19.2 為了設立自動更新替換卡資料指示，商戶將要求持卡人填寫有關表格，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。

19.3 持卡人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至少在下一次預定付款前15天執行此操作。在持卡人取消授權之前，商戶有權要求發卡公司從持卡人的信用卡賬戶中扣款，而發卡公司有義務執行此要求。

19.4 因應以下條款內第19條項下之第19.6條，當信用卡取消或替換後，持卡人有責任重啟所有相關自動更新替換卡資料指示。

19.5 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的指示採取行動，則可以對請求提出異議。

19.6 如果持卡人的卡號及/或卡到期日期有改變，例如由於先前的卡遺失、被盜、被取消或持卡人的賬戶被關閉，持卡人需要聯絡商戶以取消或更改持卡人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，而持卡人並沒有拒絕該服務，持卡人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的卡賬戶中扣款。此外，除了將使用持卡人的替換卡資料外，持卡人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 。

19.7 在執行每張自動更新卡資料指示之前，持卡人必須確保在持卡人的賬戶有可用的扣賬額，以使該筆款項能夠在持卡人的扣賬額度之內扣除。

19.8 如果持卡人的卡賬戶沒有足夠的信用額度來支付自動更新替換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。通過兌現該項交易，這可能會導致超出持卡人的信用額，但並不會因此而改變了持卡人的信用額，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。

APPLE PAY® TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions") are an agreement between you and Citibank (Hong Kong) Limited ("we, or us") that governs your access to and use of your eligible Citibank consumer credit card(s) ("Credit Card(s)") linked to accounts domiciled in Hong Kong ("Card", or "Cards") through Apple Pay®. The term, "Apple Pay®", shall include the Apple Pay® branded payment functionality, the Card provisioning functionality, and display of transaction history. We will determine, at our sole discretion, which Cards may be eligible for use through Apple Pay®. We reserve the right to decline any enrollment of a Card to Apple Pay® without the need to give you any reason. Please review these Terms and Conditions before you decide whether to accept them and continue with the enrollment of your Cards to Apple Pay®. By registering or using a Card through Apple Pay® you agree to use your Card through Apple Pay® in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, then you must not register your Card to, or use your Card in connection with, Apple Pay®. Use of Apple Pay® is at your discretion. You are not obliged to use Apple Pay® in connection with any of your Cards.

Your use of Apple Pay® to purchase goods and services with your Card is governed by the applicable terms and conditions between you and us in connection with each account to which the Card is linked ("Account"). The applicable terms and conditions to your Card and/or Accounts with us, including the: (a) Terms and Conditions For Accounts and Services; (b) Citi Credit Card Agreement and/or Citi Octopus Credit Card Agreement and/or Citi HKTVmall Card Agreement and/or Citi The Club Credit Card Agreement ("Cardholder Agreement"); (c) Policy Statement relating to the Personal Data (Privacy) Ordinance (collectively, the "Relevant Terms"), are incorporated by reference as part of these Terms and Conditions. You also acknowledge that your use of Apple Pay® is subject to the terms and conditions set forth by Apple and/or its affiliates ("Apple") with respect to the use of Apple Pay®, which will not change or override these Terms and Conditions.

ELIGIBILITY / ENROLLMENT

Apple Pay® is available to cardholders for the purposes of purchasing goods and services with a compatible Apple device (including phone, tablet, wearable device, MacBook or Mac) ("Eligible Device") at (1) near field communication ("NFC") enabled merchants; and (2) an online merchant (whether in-app or through website), who accept Apple Pay® as a form of payment. Apple Pay® allows you to use your Eligible Device to access and use your Cards to make such purchases in place of presenting or using your physical Card. To add your Card to Apple Pay®, you must register your Card through Apple Pay® either by scanning the Card or entering the card details manually ("Apple Pay® Card Registration"). You may be required to take additional steps to authenticate yourself before your Card is added to Apple Pay® ("Additional Authentication"). Your enrollment will be declined if the Card is not eligible for this service, you failed the authentication process, or if your Card or underlying Account is not in good standing or conducted in a proper or satisfactory manner as determined by us at our absolute discretion. Apple Pay® may limit the number of Cards that you may store in one Eligible Device from time to time which we cannot control. We may, however, limit the number of Eligible Devices in which the same Card can be stored from time to time and you should refer to our latest communications regarding such limit.

AAPR25

For a Credit Card which has supplementary cards, such supplementary cards shall be regarded as separate Credit Cards, and Apple Pay® Card Registration and Additional Authentication shall apply when supplementary cardholders wish to enroll their supplementary Credit Cards with Apple Pay®.

By adding your Card to Apple Pay®, a unique numerical identifier different from your Card number will be allocated for the purpose of making purchases and receiving refunds through Apple Pay®. Due to the manner in which Apple Pay® operates, you may need to present your Eligible Device at a merchant when you return an item purchased using Apple Pay® on such Eligible Device.

Renewal of your Citi Credit Card upon expiry or replacement of damaged Citi Credit Card will not affect your use of the same Credit Card enrolled for Apple Pay®, whether or not you have activated the renewed or replacement Credit Card.

YOUR USE OF CITI CARDS THROUGH APPLE PAY®

Purchases you make with Apple Pay® using your Credit Card are governed by the Relevant Terms. Please review the Relevant Terms for important information on your rights and responsibilities when making purchases. You must keep your Eligible Device safe (including ensuring that the device is not modified contrary to the software or hardware guidelines of the manufacturer) and ensure that where your passcode or personal identification number is required to allow you to use your Eligible Device to access and use your Cards to make purchases for Apple Pay®, your passcode or personal identification number is not disclosed to any one and you must take all steps and prevent any fraud, loss or theft in respect of the Eligible Device or any Card in connection with the use of Apple Pay®. If biometric details may be used to identify you or be used to grant access to the Eligible Device to access and use your Cards, you must not save a third party's biometrics such as fingerprint (biometric information) on the Eligible Device. In the event a third party's biometrics are saved on the Eligible Device, whether now or in the future, and such biometric details can be used to grant access to the Eligible Device to access and use your Cards, you understand, and acknowledge and agree that such person, using his or her biometrics, will be able to access and use your Cards and make purchases with Apple Pay® using your Cards, and the relevant transactions will be charged to your Cards for which you shall be responsible and held liable.

If you enroll for biometric verification such as fingerprint identity or face recognition, personal identification number or passcode (collectively "Device Passcode") on Apple Pay®, the collection, storage, enrollment and access to Apple Pay® using your biometric information, personal identification number or passcode will be made using the technology on your Eligible Device. Accordingly, when you log into Apple Pay® and choose to be verified using the technology on your Eligible Device, your fingerprint or any other biometric information, personal identification number or passcode will be matched and verified against your Eligible Device's technology. Accordingly, you acknowledge that we have no control over the technology on the Eligible Device, the availability, capability, verification method, security and integrity of the Eligible Device and cannot be held responsible for transactions effected using Apple Pay® and authorized using any biometric information or personal identification number or passcode. You should therefore assess if the Eligible Device's manner of verification and risks associated with such use is acceptable to you.

Use of Apple Pay® is at your discretion. You are not obliged to use Apple Pay® in connection with any of your Cards. Accordingly, you agree that the access and use of your Cards on Apple Pay® will be considered as authorized by you and you shall be responsible and liable for the same. If your Eligible Device is lost or stolen, any biometric information or personal identification number or other passcode is compromised or used or Card has been used through Apple Pay® without your permission, you must notify us immediately and if we so require, furnish to us a statutory declaration in such form as we specify and/or a police report and/or any other information we may reasonably require. You are liable for all unauthorized use of your Card in connection with Apple Pay®. Notwithstanding the foregoing, your liability for all unauthorized transactions on your Card in connection with Apple Pay® which are effected prior to you notifying us shall be limited to HK$500 provided (i) you have fully complied with these Terms and Conditions (including, but not limited to the safety precautions) and you notified us without delay, (ii) you assist in the investigations and recovery, and (iii) we are satisfied that such unauthorized transactions are not due to your willful misconduct and/or gross negligence and that you have not acted fraudulently.

If you fail to notify us immediately of any unauthorized transactions of your Card on Apple Pay®, you will be held liable for such transactions. The Relevant Terms have detailed your liability for losses.

You agree and acknowledge that the transaction history displayed in Apple Pay® in connection with use of your Card in Apple Pay® solely represents our authorization of your Apple Pay® transaction using that particular Eligible Device and does not reflect any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks.

Accordingly, the purchase amount, currency, and other details for your Apple Pay® transaction history in connection with use of your Card in Apple Pay® may not match the transaction amount that is ultimately cleared, settled, and posted to your Card statement of account. If there is any inconsistency between your Card statement of account and transaction history displayed in Apple Pay®, your Card statement of account shall prevail, and you will remain liable to us for the amounts set out on your statements.

We currently do not impose a fee for using your Card through Apple Pay® but we reserve the right to impose a fee at our sole discretion in the future. All applicable interest, fees and charges that apply to your Credit Card pursuant to the relevant Citi Credit Card Agreement and/or Citi Octopus Credit Card Agreement will continue to apply after you have registered your Credit Card with Apple Pay®. Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of Apple Pay® ("Charges"). You shall be solely responsible for such Charges.

As a condition of using your Card in connection with Apple Pay®, you acknowledge and consent to us sending notifications and automatically dialed calls or text messages to the Eligible Device which may or may not be the same device as your mobile phone number on record with us. If at any time you revoke this consent, we may suspend or cancel your ability to use your Card in connection with Apple Pay®.

AAPR25

Devices modified contrary to the software or hardware guidelines of a manufacturer, including by disabling hardware or software controls, (commonly referred to as "jail breaking"), are not Eligible Devices. You acknowledge and agree that the use of a modified device to use your Card in connection with Apple Pay® is expressly prohibited, constitutes a violation of these Terms and Conditions, and is grounds for us to deny your access to your Cards through Apple Pay®.

We have the right to suspend or cancel your ability to use your Card in connection with Apple Pay® at any time and need not give you any prior notice or reason for doing so.

We have the right to impose a limit on any daily and/or individual transaction amount(s) charged to your Card through Apple Pay®. The limit will be such amount(s) as determined by us and notified to you from time to time.

AUTHORIZATION TO COLLECT AND SHARE DATA

You acknowledge that (i) Apple, the provider of Apple Pay® technology that supports the Cards in Apple Pay®, as well as its sub-contractors, agents, and affiliates, and (ii) the applicable payment network branded on your Card (e.g., MasterCard International Incorporated and its affiliate Maestro, or Visa, U.S.A., Inc. and its affiliate Interlink) as well as sub-contractors, agents, and affiliates of such payment networks, will have access to certain details of your transactions made with merchants via use of your Cards through Apple Pay® in and/or for the purposes of (1) performing its obligations hereunder; (2) providing you with relevant transaction data; (3) detecting and addressing fraud; (4) complying with applicable laws and regulations; (5) responding to inquiries made pursuant to court orders or by regulators; (6) managing, making product enhancement to, and/or promoting the use of Apple Pay®; and (7) creating business and/or technical performance reporting. You acknowledge that the use, storage and disclosure of any personal information provided by you directly to Apple, the applicable payment network branded on your Card, or other third parties supporting Apple Pay®, will be governed by the privacy policy of such party.

MERCHANT RELATIONSHIPS AND DISCLAIMERS

Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) ("Offers") if payment is effected through Apple Pay®. Such Offers are subject to certain terms and conditions between you and the relevant merchant, and may be subject to change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and the Relevant Terms, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through Apple Pay® or the Offers that they provide.

CHANGES TO PARTICIPATION IN APPLE PAY® AND TERMS AND CONDITIONS

Subject to applicable laws and regulations, at any time we may (i) terminate your use of Cards in connection with Apple

Pay®, (ii) modify or suspend the type or dollar amounts of transactions allowed using Cards in connection with Apple Pay®, (iii) change the eligibility of a Card for use with Apple Pay®, and/or (iv) change the Card authentication process.

If we have cancelled or suspended your Card in accordance with the Relevant Terms, you will not be allowed to use it through your Eligible Device. Please note that this is the case even though you may still see a symbol for the Card on your Eligible Device.

We may amend at any time these Terms and Conditions, by providing reasonable prior notice to you. We may revise these Terms and Conditions at any time by updating this posting. You are bound by such revisions and should therefore visit www.citibank.com.hk to review the current Terms and Conditions from time to time.

SECURITY AND YOUR LIABILITY

If you share your Device Passcode with any other person, you are taken to have authorized that person to transact on your account using Apple Pay®. This means that any Apple Pay® transaction initiated by that person using your Device Passcode will be deemed to have been authorized by you and for which you are fully responsible and liable. Such transaction will not qualify as unauthorised transactions under the Relevant Terms.

If you register your Card with Apple Pay®, you are responsible for ensuring that:
(i) the Apple Pay® wallet is not shared with anyone and is used only by you;
(ii) you keep the Device Passcode in the Eligible Device in the same way as you would safekeep a banking password or PIN secure, including by:
  a. not sharing it with anyone;
  b. not carrying a record of it with an Eligible Device or anything liable to be stolen with an Eligible Device (unless a reasonable effort is made to protect the security of it);
  c. not choosing a passcode that can be guessed, such as your date of birth or a recognisable part of your name; and
  d. not failing to protect the security of the Device Passcode ;
(iii) you must keep the Eligible Device safe and secure (including by locking it when not in use or when it is unattended and by installing up-to-date anti-virus software on it); and
(iv) remove any Cards from Apple Pay® or the Eligible Device before disposing of the Eligible Device.

At any time, you can delete or suspend your Card from Apple Pay® and any supplementary cardholder can delete or suspend their Card from Apple Pay®. You, as the principal cardholder of a Credit Card, cannot suspend the use of a supplementary cardholder's Credit Card in Apple Pay®, but you can suspend or close the Credit Card of the supplementary cardholder by calling 2860 0333 (24 hours a day).

Please call us immediately on 2860 0333 (24 hours a day) if:
(i) your Credit Card(s) added to Apple Pay® has/have been lost or stolen;
(ii) your Eligible Device is lost or stolen;
(iii) your Eligible Device mobile service is suddenly disconnected without your permission (which may indicate your Eligible Device and/or your Card(s) added to Apple Pay® has/have been subject to unauthorized use or access) ; or

(iv) you suspect a security breach in relation to your Eligible Device or Apple Pay® or that an unauthorised person has used your Device Passcode, Card PIN or your other credentials to access Apple Pay®.

INTELLECTUAL PROPERTY

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights (collectively, "Intellectual Property Rights") in Apple Pay® (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by Apple, us, our licensors or third parties. Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by Apple, us, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with, Apple Pay®.

DISCLAIMERS OF WARRANTY

Apple Pay® is provided by Apple, and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with Apple Pay® may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card through Apple Pay® due to such delay, interruption, disruption or similar failure.

You acknowledge that we are not party to the terms and conditions for Apple Pay® between you and Apple and we do not own and are not responsible for Apple Pay®. We are not providing any warranty for Apple Pay®. We are not responsible for performance, maintenance or other support services for Apple Pay® and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Apple Pay®, including, without limitation, any third party product liability claims, claims that Apple Pay® fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of Apple Pay®, including those pertaining to Intellectual Property Rights, must be directed to Apple.

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall we, our processors, suppliers, or licensors (or their respective affiliates, agents, directors, and employees) be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other Intangible losses, that result from the use of, inability to use, or unavailability of Apple Pay®, including your use of your card in connection with Apple Pay®.

To the maximum extent permitted by applicable law, we, our processors, suppliers, and licensors (and their respective affiliates, agents, directors, and employees) assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of Apple Pay®, including your use of your card in connection with Apple Pay®; (iii) any interruption or cessation of transmission to or from Apple Pay®; (iv) any bugs, viruses, Trojan horses, or the like that may be transmitted to or through Apple Pay® by any third party; (v) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through Apple Pay®; and/or (vi) user content or the defamatory, offensive, or illegal conduct of any third party.

INDEMNITY

You will indemnify, defend, and hold us (and our employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms and Conditions, including any violation of our policies; (b) your wrongful or improper use of Apple Pay®, including willful misconduct or fraud; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of Hong Kong or any other country; (e) any access or use of Apple Pay® by any other party with your Device Passcode or other appropriate security code, and (f) any change in law, regulation or official directive which has an effect on the Card or Apple Pay®, and the same may be debited to your Card and/or shall be paid by you on demand.

REPRESENTATION AND WARRANTY

You represent and warrant to us that: (i) to the extent you identified a name at registration, the name identified by you when you registered your Card to be added to Apple Pay® is your name; (ii) all Cards you add to Apple Pay® is or are, your credit Card(s) (or you are a supplementary cardholder of a Credit Card); (iii) you and all transactions initiated by you or using any of your Cards added to Apple Pay® will comply with all laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; (iv) you have the authority to authorize the receipt of notices, calls and text messages from us at the phone number you provide, (v) you will not use any of your Cards through Apple Pay® for any fraudulent undertaking or in any manner so as to interfere with the operation of Apple Pay®; (vi) you will not permit any use of your Card(s) through Apple Pay® by any third party; and (vii) your use of your Card in connection with Apple Pay® will comply with these Terms and Conditions.

AAPR25

REMOVAL OF YOUR CITI CARDS FROM APPLE PAY®

You shall follow the instructions from Apple Pay® to remove your Credit Card from Apple Pay® if you no longer wish to use or enroll your Credit Card through Apple Pay®. Removal of your Credit Card from Apple Pay® will not terminate your Credit Card in its plastic card form unless you also choose to terminate such in accordance with the Relevant Terms.

SEVERABILITY

If any provision or part of a provision of these terms is invalid or unenforceable, it will be severed from these terms and the remaining provisions (or parts of provisions) will continue in full force and effect.

THIRD PARTY RIGHTS

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap 623) of the laws of Hong Kong to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

GOVERNING LAW

The same laws that govern your Account shall govern these Terms and Conditions.

Apple Pay® is a registered trademark of Apple Inc.

AAPR25

APPLE PAY®條款及細則

下述各條款及細則（「條款及細則」）為閣下及花旗銀行(香港)有限公司 (「本行」)就閣下的權限和使用與 APPLE PAY®連接的香港註冊付費帳戶及本行所發行的合資格 Citi 信用卡（「信用卡」）之間的協議。APPLE PAY®包括由 APPLE 應用程式所支援之 APPLE 品牌支付功能，加入信用卡功能及所顯示之交易記錄。本行會核實信用卡是否合資格用作 APPLE PAY®，並保留最終決定權。本行保留拒絕信用卡與 APPLE PAY®連接之權利而毋須作出任何理由。當閣下決定是否使用 APPLE PAY®連接閣下的信用卡時，應審慎考量各條款及細則。註冊及使用 APPLE PAY®服務即表示閣下必須接受此同意書所包含的所有條款及細則。如果閣下不同意此條款及細則，則不應註冊或將信用卡與 APPLE PAY®連接。使用 APPLE PAY®是閣下的全權決定。閣下沒有任何義務連接閣下的信用卡用作 APPLE PAY®。

當閣下透過 APPLE PAY®使用閣下的信用卡購買商品及服務時，閣下的信用卡及每一個相關戶口（「戶口」）將會受閣下和本行之間的適用條款及細則所約束。閣下的信用卡及戶口適用的條款及細則包括(1)戶口及服務之條款及細則；及(2)Citi 信用卡合約及/或 Citi 八達通信用卡合約及/或 Citi HKTVmall 信用卡合約及/或 Citi The Club 信用卡合約 (「持卡人合約」)；及(3)有關的個人資料(私隱)條例的政策指引（統稱「相關條款」），會引入作為參考並成為此條款及細則的一部分。閣下承認及明白 APPLE PAY®的使用是受 APPLE 及或其任何附屬公司（「APPLE」）的條款及細則所約束，以及此條款及細則並不會影響或抵銷上列相關條款。

申請資格

APPLE PAY®是提供給持卡人在購買商品及服務時，於可接納 APPLE PAY®的（1）啟用近距離無線通訊（「NFC」）的商戶；及（2）網上商店，使用可支援 APPLE PAY®的 APPLE 裝置（包括手機、平板電腦、穿戴式裝置、MacBook 或 Mac）（「合格裝置」）作為付款方式。APPLE PAY®允許閣下使用合格裝置授權及使用閣下的信用卡作付款，而取代直接展示及使用信用卡。若閣下需於 APPLE PAY®加上閣下的信用卡，閣下必須於 APPLE PAY®掃描閣下的信用卡或手動輸入信用卡資料來註冊 (「APPLE PAY®信用卡註冊」)。於 APPLE PAY®加上閣下的信用卡時，閣下可能被要求額外的驗證步驟 (「額外驗證」)。若閣下的信用卡不適用於 APPLE PAY®、驗證過程失敗、或閣下的信用卡或戶口被本行決定為有舞弊/欺詐行為，閣下的 APPLE PAY®信用卡註冊將作無效。本行不會干涉 APPLE PAY®限制每部合格裝置可註冊的信用卡數量。本行保留限制同一張信用卡註冊於合格裝置的數量。此限制數量將透過本行告知以作閣下參考。

附屬卡將被視為獨立的信用卡。若附屬卡持卡人註冊 APPLE PAY®，附屬卡持卡人須進行 APPLE PAY®信用卡註冊及額外驗證，以完成註冊步驟。

透過於 APPLE PAY®上增加閣下的信用卡，閣下將被分配一個與閣下的信用卡號碼不同的獨特標識號碼（「數位卡號」），使閣下可透過 APPLE PAY®進行購物及退款。此數位卡號亦將作為裝置的戶口帳號。基於 APPLE PAY®的運作方式，當閣下退回商品時，閣下可能需要向商戶展示閣下購買該商品時所使用的合格裝置。

您的新發續期 Citi 信用卡或因損壞而新發的補發 Citi 信用卡不會影響使用以相同卡號註冊之 APPLE PAY®，不論該新發續期信用卡或因損壞而新發的補發信用卡是否已被啟用。

透過 APPLE PAY®使用 CITI 信用卡

當閣下透過 APPLE PAY®使用閣下的信用卡購買商品及服務時，此權限將受信用卡的相關條款所約束。請仔細閱讀信用卡的相關條款，以明白購買商品及服務時閣下的權利和義務。閣下必須妥善保管閣下的合格裝置 (包括確保裝置未被修改，及並無違反製造商的軟件或硬件的基本性能)及確保密碼或其他適當的安全碼已成功設立，以便閣下使用已連接到 APPLE PAY®的信用卡來購買商品及服務。閣下必須確保不會向任何人透露個人密碼或其他適當的安全碼及採取合理預防措施，以防止合格裝置或任何連接到該移動裝置上之 APPLE PAY®的信用卡被竊、遺失或進行舞弊/欺詐行為。如閣下需要透過生物識別憑據(例如指紋辨識）以使用閣下的合格裝置或信用卡，閣下不應在該合格裝置內儲存第三者的指紋或生物識別憑據。如第三者的指紋或生物識別憑據儲存在閣下的合格裝置內，不論現在或將來，而該第三者的指紋或生物識別憑據可使用閣下的合格裝置或信用卡，即被視作閣下已授權該第三者使用閣下的合格裝置或使用連接到閣下 APPLE PAY®的信用卡來購買商品及服務。有關的交易將會如常由閣下的信用卡支付，而閣下亦需負上相關的責任。

如閣下需註冊生物識別憑據(例如指紋辨識或面孔辨識）、密碼或其他適當的安全碼(統稱裝置密碼）到 APPLE PAY®，閣下將會用閣下的合格裝置的技術來收集、儲存、註冊及使用生物識別憑據、密碼或其他適當的安全碼。因此，當閣下登入 APPLE PAY®並選擇使用該合格裝置的技術來進行驗證，該合格裝置的技術將會與閣下的指紋或其他生物識別憑據、密碼或其他適當的安全碼符合。因此，閣下承認及明白本行無法控制合格裝置的技術、可用性、相容性、驗證方法、安全性及完整性，及不會對受影響的 APPLE PAY®交易及使用生物識別憑據、密碼或其他適當的安全碼授權的交易負上責任。閣下須評估及考慮該合格裝置的驗證方式及有關風險。

閣下可自行決定使用 APPLE PAY®並沒有義務連接閣下任何的信用卡到 APPLE PAY®。因此，閣下須同意，使用任何連接到 APPLE PAY®的信用卡將被視為已授權，並須就此負上所有責任。

如果閣下的合格裝置遭遺失或被竊、閣下的生物識別憑據或其他密碼被洩露，或閣下的信用卡遭未經授權透過 APPLE PAY®被使用，閣下必須立即通知本行。如本行需要，閣下應提供具有法律效用的聲明及/或警方報告及/或其他本行符合合理要求的資料以作記錄。閣下須就一切透過未經授權的 APPLE PAY®的信用卡交易負責。除上述規定外，在閣下通知本行任何未經閣下授權的 APPLE PAY®的信用卡交易前，閣下均須對透過此卡實行的所有交易(不論閣下授權與否)負責。而在下述情況下，閣下對未經授權的 APPLE PAY®交易要承擔的責任則以港幣五百元為上限：(i)閣下有遵守相關條款及細則(包括但不限於安全注意事項)；及 (ii) 閣下有協助未經授權的 APPLE PAY®交易之調查；及(iii) 本行同意閣下沒有任何舞弊/欺詐成分而導致該未經授權的 APPLE PAY®交易。

如閣下未能立刻通知本行，閣下可能就部分或全部於與 APPLE PAY®作連結的信用卡的任何未經授權的交易指示負責，相關條款已詳細列明閣下對損失所需承擔的責任。

AAPR25

閣下同意並確認於 APPLE PAY®上所展示的交易紀錄只反映本行對於閣下與 APPLE PAY®連結的信用卡之授權交易，但並不反映任何授權後的交易，包括但不限於清算、結算、外幣兌換、退款、退貨或退單拒付。因此，閣下於 APPLE PAY®上所展示的購買金額、貨幣及其他細節，可能與閣下的月結單上的最終結算金額不同。閣下於本行的結欠會以月結單上之金額為準。

本行目前不會就透過 APPLE PAY®使用信用卡而徵收費用，但本行會保留於將來徵收費用的權利。註冊後，閣下的電訊運營商或供應商可能會就使用 APPLE PAY®時的上網支援、數據使用、短訊或其他相關事項徵收費用(「收費」)。閣下須負責一切有關收費。

當閣下使用閣下的信用卡與 APPLE PAY®連接時，即視作同意收取本行的通知、自動撥打電話或發送短訊至閣下的合格裝置，包括閣下所提供的合格裝置的電話號碼。如果閣下在任何時候撤銷此同意，本行可能會暫停或取消閣下使用閣下的信用卡與 APPLE PAY®之連接。

若裝置的修改不符合製造商的軟件或硬件準則，包括失去對硬件或軟件的控制，將視為不合格裝置。

閣下承認、明白及認同使用經修改裝置並使用信用卡與 APPLE PAY®連接是被禁止的，此舉將違反條款及細則，並授權本行拒絕閣下透過 APPLE PAY®使用信用卡的權限。

本行保留任何時候暫停或取消閣下連接 APPLE PAY®的信用卡的權利而毋須另行通知。

本行保留限制每日及/或每次之交易金額的權利。本行將決定此交易金額限制及對閣下作出通知。

資料收集及交換之授權

閣下承認及明白（i）APPLE，作為支援使用 APPLE PAY®的信用卡之技術供應商，以及 APPLE 的承辦商、代理商和附屬公司，以及（ii）設置於信用卡之適用的支付網絡服務商（如萬事達卡國際有限公司及其附屬 Maestro 或 VISA 及其子公司之互聯網），以及其他網絡承辦商、代理商和聯營公司，將可獲取閣下於商戶透過 APPLE PAY®使用信用卡交易時的資料以作(1)履行下列用途；及 (2) 顯示有關交易記錄；及 (3) 檢測及處理舞弊/欺詐行為；及 (4) 遵守相關法律和法規；及 (5) 回應法律審查或監管機構作出的疑問；及 (6) 改善及/或推廣 APPLE PAY®的使用；及 (7) 提供公司業務及/或技術性能報告。閣下承認及明白由閣下直接向 APPLE、信用卡之適用的支付網絡服務商，或其他支援 APPLE PAY®的第三方的任何個人訊息的使用和披露，將會根據該公司的隱私政策所管理。

商戶關係和免責聲明

商戶可能會向閣下提供折扣、回贈或其他 APPLE PAY®的優惠（如免費送貨）（「優惠」）。這些優惠需受有關的條款及細則所約束；有關的條款及細則可能遭隨時修改而不作另行通知。本行不會就閣下與商戶之間因優惠的互動所招致的損失或損害作出任何承擔。根據適用的法律和信用卡相關條款，所有事項，包括交付貨物和服

務、退貨和保養，完全乃為閣下和有關商戶之互動。閣下承認及明白本行不就任何接納 APPLE PAY®之商戶及其提供的優惠作出認可及保證。

更改 APPLE PAY®之使用及條款及細則

根據適用的法律及法規，本行可於任何時候（i）終止閣下使用與 APPLE PAY®連接的信用卡，（ii）修改或禁止使用與 APPLE PAY®連接的信用卡所涉及的交易貨幣或金額，（iii）更改使用 APPLE PAY®之信用卡資格及/或（iv）改變信用卡之驗證程序。

如本行就相關條款取消或禁止閣下的信用卡，即使閣下的合格裝置仍然顯示該信用卡的符號，閣下的合格裝置將不能繼續使用該信用卡。

本行可能就與 APPLE PAY®連結之信用卡的條款及細則作出更改，並會於更改實施前向閣下作出通知。本行可能對該條款及細則不時加以修改。閣下須受該條款約束及不時瀏覽 www.citibank.com.hk 查詢最新條款及細則。

保障和使用的責任

如閣下向他人透露裝置密碼，即被視作閣下已授權該位人士使用 APPLE PAY®發出交易指示。該位人士於 APPLE PAY®透過裝置密碼所發出的任何交易指示亦將被視作已經獲得閣下的授權，因此閣下需對有關交易負上全部責任。有關交易不會被視作有關條款所指的未經授權的交易。

如果閣下於 APPLE PAY®註冊閣下的信用卡，閣下有責任確保：
(i) 不會與他人共用 APPLE PAY®，即代表只有閣下能使用；
(ii) 閣下應採取與保管銀行密碼或私人密碼相同的方式以保管裝置密碼，包括：
- (a) 不向他人透露；
- (b) 不將密碼與合格裝置一起存放或存放於能與合格裝置被盜的物品之上（除非閣下已作出合理的能力去確保它的安全）；
- (c) 不採用容易猜想之密碼，如閣下的出生日期或姓名的可辨認部分；
- (d) 不會因嚴重疏忽而未能保護裝置密碼之安全；

(iii) 閣下必須保持合格裝置的安全（包括在不使用或於無人看守時鎖上裝置，以及為裝置更新防毒軟件；
(iv) 於拋棄合格裝置前移除任何儲存於 APPLE PAY®或合格裝置內的信用卡資料。

於任何時候，閣下可以刪除或暫停閣下於 APPLE PAY®所註冊的信用卡，任何附屬卡持卡人亦可以刪除或暫停他們於 APPLE PAY®所註冊的信用卡。閣下作為主卡持卡人，不能於 APPLE PAY®暫停附屬卡持卡人的信用卡，但閣下可以致電 2860 0333（24 小時）暫停或取消附屬卡。

閣下請立即致電 2860 0333（24 小時）如：

(i) 閣下已連接到 APPLE PAY®的信用卡遺失或被竊；

(ii) 閣下的 APPLE 裝置遺失或被竊；
(iii) 閣下的 APPLE 裝置的流通服務在未經閣下的許可下突然中斷（這可能表示閣下的 APPLE 裝置及/或連接到 APPLE PAY®的信用卡存有未經授權的使用）或；
(iv) 閣下懷疑因閣下的合格裝置或經未授權的人士使用閣下的裝置密碼、信用卡私人密碼或閣下其他的信用憑證登錄 APPLE PAY®而涉及安全漏洞。

知識產權

所有知識產權，包括 APPLE PAY®（包括文本、圖象、軟件、照片和其他影像、視頻、聲音、商標和徽標）的所有專利、商業秘密、版權、商標和精神權利（「知識產權」），都歸 APPLE、本行、本行的認可機構或第三方所擁有。在此條款及細則下，閣下沒有被授予任何由 APPLE、本行、本行的認可機構或第三方所擁有的知識產權之權利。閣下承認及明白閣下於 APPLE PAY®註冊任何信用卡或於 APPLE PAY®使用已連接的信用卡時，不會獲得任何 APPLE PAY®的擁有權。

免責聲明

APPLE PAY®由 APPLE 所提供，而本行並不會提供任何保證。閣下承認及同意，閣下與 APPLE PAY®連接的信用卡會於本行不能控制的原因下不時出現延遲、中斷或受到破壞。本行或本行的附屬機構不會就此延遲、中斷、故障或類似故障而負上相關責任。

閣下承認及明白本行沒有參與閣下與 APPLE 之間的 APPLE PAY®的條款及細則。本行並無擁有及不會就 APPLE PAY®負責。本行不會為 APPLE PAY®提供任何保證。本行不會為 APPLE PAY®的性能負責及提供任何維修或其他支持服務。因此，本行對任何有關 APPLE PAY®的索賠、損失、責任、損害賠償、成本或費用，包括但不只限於第三方的產品責任索償、聲稱 APPLE PAY®不符合任何適用的法律或法規的要求的索償、根據消費者條例或類似的法例所引起的索償及知識產權侵權之索償，理應無須負上責任。任何有關使用 APPLE PAY®的疑問或投訴，包括有關知識產權的投訴，請直接與 APPLE 聯絡。

本行不會就合格裝置之性能或操作提供任何建議、推薦及陳述。閣下須就選擇合格裝置，以及一切有關合格裝置的操作、性能及相關成本等負責。

應負責任的限制

在適用的法律所容許範圍內，因使用、不能使用、或無法使用 APPLE PAY®，包括使用閣下與 APPLE PAY®所連結之信用卡而引致利潤損失、商譽、使用、數據或其他無形的損失，或任何直接的、間接的、懲罰性的、偶然的、特殊的、招致的或懲戒性損失，本行、本行的承辦商、供應商，或認可機構（或其各自的附屬公司、代理、董事和僱員）均無須負上法律責任。

AAPR25

在適用的法律所容許範圍內，因（i）失誤、錯誤、或內容不準確，（ii）因登錄或使用 APPLE PAY®，包括使用閣下與 APPLE PAY®所連結之信用卡而引致的人身傷害或財產損失或任何性質的損失，（iii）任何從 APPLE PAY®發出或傳送至 APPLE PAY®的訊息中斷或停止，（iv）任何從 APPLE PAY®發出或傳送至 APPLE PAY®或第三方的錯誤、病毒、木馬或其他程式，（v）因使用 APPLE PAY®所發佈、電郵、傳輸或提供的資訊內容而引致任何錯誤或遺漏之損失，和/或（vi）用戶內容對任何第三方的誹謗、攻擊性或非法行為，本行、本行的承辦商、供應商，或認可機構（或其各自的附屬公司、代理、董事和僱員）均無須負上法律責任。

相關賠償

於下述情況下，閣下應賠償、保護本行，並使本行（以及本行的員工、董事、代理、附屬公司和代表）不受傷害，並使本行免於任何和所有索償、費用、損失、傷害、判決、稅務評估、罰款、利息和費用（包括任何索賠、訴訟、審計、調查、查詢、或通過個人或公司所設立的其他合理的律師費）：（a）閣下任何實際或涉嫌違規的陳述、保證或此條款及細則所確定的義務，包括任何違反本行的政策；（b）閣下不法或不正當使用 APPLE PAY®，包括故意失實或欺詐行為；（c）閣下侵犯任何第三方的權利，包括但不限於任何隱私、知情權或知識產權；（d）閣下違反香港或任何其他國家的任何法律、法規或規章；（e）他人使用閣下的裝置密碼登錄或使用閣下的 APPLE PAY®；（f）對信用卡或 APPLE PAY®有影響的法律，法規或官方指令的任何變更，而該變更可能會借記到閣下的信用卡上和/或由閣下按要求支付。

聲明及承諾

閣下聲明及對本行保證，（i）閣下於 APPLE PAY®註冊閣下的信用卡時所登記的名稱乃是閣下本人的名字，並由閣下親自確定；（ii）閣下於 APPLE PAY®註冊的乃是閣下本人所擁有之信用卡(或閣下是附屬卡持有人）；（iii）閣下和閣下所授權的交易指示必須遵守所有香港法律和法規，包括任何適用的稅務法律和法規；（iv）閣下必須具有接收由本行發出的通知、來電和短訊之能力；（v）閣下不會透過 APPLE PAY®使用閣下的信用卡進行任何欺詐行為，從而干擾 APPLE PAY®的運作；(vi) 閣下不會授權於第三方使用閣下 APPLE PAY®連結的信用卡；（vii）閣下在使用與 APPLE PAY®連結的信用卡時會遵守此等條款及細則。

移除閣下在 APPLE PAY®的信用卡

如閣下不再希望通過 APPLE PAY®使用或註冊閣下的信用卡，請按照 APPLE PAY®的指示從 APPLE PAY®中刪除閣下的信用卡。移除閣下在 APPLE PAY®的信用卡並不會影響其實體卡的使用，如閣下選擇終止閣下的信用卡，可以根據相關條款終止。

可分割性

無論任何時候，若本協議的任何條款及細則在任何方面屬於或變為失效或不能執行，其他條款及細則的有效性和可執行性一律不受任何影響。

第三者權利

除閣下及本行以外，任何人均不能強制執行香港法例第623章《合約(第三者權利)條例》的任何條款或享有任何條款中的利益。

法律

本協議須受香港法律管轄並按香港法律詮釋。

Apple Pay®為 Apple Inc.註冊商標。
（注意：如中文譯本與英文本在文義上出現分歧，一概以英文本為準。）

AAPR25

GOOGLE PAY TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions") are an agreement between you and Citibank (Hong Kong) Limited ("we, or us") that governs your access to and use of your eligible Citibank consumer credit card(s) ("Credit Card(s)") linked to accounts domiciled in Hong Kong ("Card", or "Cards") through Google Pay. The term, "Google Pay", shall include the Google Pay branded payment functionality, the Card provisioning functionality, and display of transaction history.

Google Pay was formerly known as Android Pay. Except as otherwise provided herein, these Terms and Conditions do not apply to non-tokenized transactions in Google products (e.g. on You Tube, the Play Store, or Chrome). Your use of Google Pay is also subject to the terms and conditions set forth in the Google Payments Terms of Service ("Google Terms") by the provider of Google Pay, Google Payment Corp. or its affiliates ("Google"), with respect to the use of Google Pay.

If you provisioned your Card before 12:00 am PST on February 20, 2018, it is available for use in Google Pay only as described below under Eligibility/Enrollment and will not be added to your Google Payments Account or otherwise used by Google as may be described in the Google Terms. If you provisioned your Card on or after 12:00 am PST on February 20, 2018, in addition to adding it to Google Pay, it will be added to your Google Payments Account and used by Google as described in the Google Terms.

We will determine, at our sole discretion, which Cards may be eligible for use through Google Pay. We reserve the right to decline any enrollment of a Card to Google Pay without the need to give you any reason. Please review these Terms and Conditions before you decide whether to accept them and continue with the enrollment of your Cards to Google Pay. By registering or using a Card through Google Pay you agree to use your Card through Google Pay in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, then you must not register your Card to, or use your Card in connection with, Google Pay. Use of Google Pay is at your discretion. You are not obliged to use Google Pay in connection with any of your Cards.

Your use of Google Pay to purchase goods and services with your Card is governed by the applicable terms and conditions between you and us in connection with each account to which the Card is linked ("Account"). The applicable terms and conditions to your Card and/or Accounts with us, including the: (a) Terms and Conditions for Accounts and Services; (b) Citi Credit Card Agreement and/or Citi Octopus Credit Card Agreement and/or Citi HKTVmall Card Agreement and/or Citi The Club Credit Card Agreement ("Cardholder Agreement"); (c) Policy Statement relating to the Personal Data (Privacy) Ordinance (collectively, the "Relevant Terms"), are incorporated by reference as part of these Terms and Conditions. You also acknowledge that your use of Google Pay is subject to the terms and conditions set forth by Google with respect to the use of Google Pay, which will not change or override these Terms and Conditions.

ELIGIBILITY / ENROLLMENT

Google Pay is available to cardholders for the purposes of purchasing goods and services with a compatible Android mobile device (including phone or tablet) ("Eligible Device") at (1) near field communication ("NFC") enabled merchants; and (2) an online merchant (whether in-app or through website), who accept Google Pay as a form of payment. Google Pay allows you to use your Eligible Device to access and use your Cards to make such purchases in place of presenting or using your physical Card. To add your Card to Google Pay, you must register your Card through Google Pay either by scanning the Card or entering the card details manually (“Google Pay Card Registration”). You may be required to take additional steps to authenticate yourself before your Card is added to Google Pay (“Additional Authentication”). Your enrollment will be declined if the Card is not eligible for this service, you failed the authentication process, or if your Card or underlying Account is not in good standing or conducted in a proper or satisfactory manner as determined by us at our absolute discretion. Google Pay may limit the number of Cards that you may store in one Eligible Device from time to time which we cannot control. We may, however, limit the number of Eligible Devices in which the same Card can be stored from time to time and you should refer to our latest communications regarding such limit.

For a Credit Card which has supplementary cards, such supplementary cards shall be regarded as separate Credit Cards, and Google Pay Card Registration and Additional Authentication shall apply when supplementary cardholders wish to enroll their supplementary Credit Cards with Google Pay.

By adding your Card to Google Pay, a unique numerical identifier different from your Card number (“Device Card Number”) will be allocated for the purpose of making purchases and receiving refunds through Google Pay. Due to the manner in which Google Pay operates, you may need to present your Eligible Device at a merchant when you return an item purchased using Google Pay on such Eligible Device.

Renewal of your Citi Credit Card upon expiry or replacement of damaged Citi Credit Card will not affect your use of the same Credit Card enrolled for Google Pay, whether or not you have activated the renewed or replacement Credit Card.

YOUR USE OF CITI CARDS THROUGH GOOGLE PAY

Purchases you make with Google Pay using your Credit Card are governed by the Relevant Terms. Please review the Relevant Terms for important information on your rights and responsibilities when making purchases. You must keep your Eligible Device safe (including ensuring that the device is not modified contrary to the software or hardware guidelines of the manufacturer) and ensure that where your passcode or personal identification number is required to allow you to use your Eligible Device to access and use your Cards to make purchases for Google Pay, your passcode or personal identification number is not disclosed to any one and you must take all steps and prevent any fraud, loss or theft in respect of the Eligible Device or any Card in connection with the use of Google Pay. If biometric details may be used to identify you or be used to grant access to the Eligible Device to access and use your Cards, you must not save a third party’s biometrics such as fingerprint (biometric information) on the Eligible Device. In the event a third party’s biometrics are saved on the Eligible Device, whether now or in the future, and such biometric details can be used to grant access to the Eligible Device to access and use your Cards, you understand, and acknowledge and agree that such person, using his or her biometrics, will be able to access and use your Cards and make purchases with Google Pay using your Cards, and the relevant transactions will be charged to your Cards, for which you shall be responsible and held liable.

If you enroll for biometric verification such as fingerprint identity (“Touch ID”), personal identification number or passcode on Google Pay, the collection, storage, enrollment and access to Google Pay using your biometric information, personal identification number or passcode will be made using the technology on your Eligible Device. Accordingly, when you log into Google Pay and choose to be verified using the technology on your Eligible Device, your fingerprint or any other biometric information, personal identification number or passcode will be matched and verified against your Eligible Device's technology. Accordingly, you acknowledge that we have no control over the technology on the Eligible Device, the availability, capability, verification method, security and integrity of the Eligible Device and cannot be held responsible for transactions effected using Google Pay and authorized using any biometric information or personal identification number or passcode. You should therefore assess if the Eligible Device's manner of verification and risks associated with such use is acceptable to you.

Use of Google Pay is at your discretion. You are not obliged to use Google Pay in connection with any of your Cards. Accordingly, you agree that the access and use of your Cards on Google Pay will be considered as authorized by you and you shall be responsible and liable for the same. If your Eligible Device is lost or stolen, any biometric information or personal identification number or other passcode is compromised or used or Card has been used through Google Pay without your permission, you must notify us immediately and if we so require, furnish to us a statutory declaration in such form as we specify and/or a police report and/or any other information we may reasonably require. You are liable for all unauthorized use of your Card in connection with Google Pay. Notwithstanding the foregoing, your liability for all unauthorized transactions on your Card in connection with Google Pay which are effected prior to you notifying us shall be limited to HK$500 provided (i) you have fully complied with these Terms and Conditions (including, but not limited to the safety precautions) and you notified us without delay, (ii) you assist in the investigations and recovery, and (iii) we are satisfied that such unauthorized transactions are not due to your willful misconduct and/or gross negligence and that you have not acted fraudulently.

If you fail to notify us immediately of any unauthorized transactions of your Card on Google Pay, you will be held liable for such transactions. The Relevant Terms have detailed your liability for losses.

You agree and acknowledge that the transaction history displayed in Google Pay in connection with use of your Card in Google Pay solely represents our authorization of your Google Pay transaction using that particular Eligible Device and does not reflect any post authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks.

Accordingly, the purchase amount, currency, and other details for your Google Pay transaction history in connection with use of your Card in Google Pay may not match the transaction amount that is ultimately cleared, settled, and posted to your Card statement of account. If there is any inconsistency between your Card statement of account and transaction history displayed in Google Pay, your Card statement of account shall prevail, and you will remain liable to us for the amounts set out on your statements.

We currently do not impose a fee for using your Card through Google Pay but we reserve the right to impose a fee at our sole discretion in the future. All applicable interest, fees and charges that apply to your Credit Card pursuant to the relevant Citi Credit Card Agreement and/or Citi Octopus Credit Card Agreement will continue to apply after you have registered your Credit Card with Google Pay. All applicable interest, fees and charges that apply to your Credit Card pursuant to the relevant Citi Credit Card Agreement and/or Citi Octopus Credit Card Agreement will continue to apply after you have registered your Credit Card with Google Pay. Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of Google Pay ("Charges"). You shall be solely responsible for such Charges.

GAPR25

As a condition of using your Card in connection with Google Pay, you acknowledge and consent to us sending notifications and automatically dialed calls or text messages to the Eligible Device which may or may not be the same device as your mobile phone number on record with us. If at any time you revoke this consent, we may suspend or cancel your ability to use your Card in connection with Google Pay.

Devices modified contrary to the software or hardware guidelines of a manufacturer, including by disabling hardware or software controls, (commonly referred to as "jail breaking"), are not Eligible Devices. You acknowledge and agree that the use of a modified device to use your Card in connection with Google Pay is expressly prohibited, constitutes a violation of these Terms and Conditions, and is grounds for us to deny your access to your Cards through Google Pay.

We have the right to suspend or cancel your ability to use your Card in connection with Google Pay at any time and need not give you any prior notice or reason for doing so.

We have the right to impose a limit on any daily and/or individual transaction amount(s) charged to your Card through Google Pay. The limit will be such amount(s) as determined by us and notified to you from time to time.

AUTHORIZATION TO COLLECT AND SHARE DATA

You agree that we may collect, transmit, store, and use technical, location, and login or other information about you and your use of the Cards through Google Pay. If you provision a Card on or after 12:00 am PST on February 20, 2018, you further agree that Google may use, store and disclose the Token associated with your Card or your Card to identify you in connection with your use of your Google Payments Account in accordance with the Google Terms. You acknowledge that (i) Google, the provider of Google Pay technology that supports the Cards in Google Pay, as well as its sub-contractors, agents, and affiliates, and (ii) the applicable payment network branded on your Card (e.g., MasterCard International Incorporated and its affiliate Maestro, or Visa, U.S.A., Inc. and its affiliate Interlink) as well as sub-contractors, agents, and affiliates of such payment networks, will have access to certain details of your transactions made with merchants via use of your Cards through Google Pay in and/or for the purposes of (1) performing its obligations hereunder; (2) providing you with relevant transaction data; (3) detecting and addressing fraud; (4) complying with applicable laws and regulations; (5) responding to inquiries made pursuant to court orders or by regulators; (6) managing, making product enhancement to, and/or promoting the use of Google Pay; and (7) creating business and/or technical performance reporting. You acknowledge that the use, storage and disclosure of any personal information provided by you directly to Google, the applicable payment network branded on your Card, or other third parties supporting Google Pay, will be governed by the privacy policy of such party.

MERCHANT RELATIONSHIPS AND DISCLAIMERS

Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) ("Offers") if payment is effected through Google Pay. Such Offers are subject to certain terms and conditions between you and the relevant merchant, and may be subject to change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and the Relevant Terms, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through Google Pay or the Offers that they provide.

CHANGES TO PARTICIPATION IN Google Pay AND TERMS AND CONDITIONS

Subject to applicable laws and regulations, at any time we may (i) terminate your use of Cards in connection with Google Pay, (ii) modify or suspend the type or dollar amounts of transactions allowed using Cards in connection with Google Pay, (iii) change the eligibility of a Card for use with Google Pay, and/or (iv) change the Card authentication process.

If we have cancelled or suspended your Card in accordance with the Relevant Terms, you will not be allowed to use it through your Eligible Device. Please note that this is the case even though you may still see a symbol for the Card on your Eligible Device.

We may amend at any time these Terms and Conditions, by providing reasonable prior notice to you. We may revise these Terms and Conditions at any time by updating this posting. You are bound by such revisions and should therefore visit www.citibank.com.hk to review the current Terms and Conditions from time to time.

SECURITY AND YOUR LIABILITY

If you share your passcode with any other person, you are taken to have authorized that person to transact on your account using Google Pay. This means that any Google Pay transaction initiated by that person using the fingerprint or passcode will be authorized by you and the Relevant Terms which deal with unauthorized transactions will not apply.

If you register your Card with Google Pay, you are responsible for ensuring that:

(i) the Google Pay wallet is not shared with anyone and is used only by you;

(ii) you keep the passcode in the Eligible Device in the same way as you would safe keep a banking password or PIN secure, including by:

   a. not sharing it with anyone;
   b. not carrying a record of it with an Eligible Device or anything liable to be stolen with an Eligible Device (unless a reasonable effort is made to protect the security of it);
   c. not choosing a passcode that can be guessed, such as your date of birth or a recognizable part of your name; and
   d. not failing to protect the security of the passcode ;

(iii) you must keep the Eligible Device safe and secure (including by locking it when not in use or when it is unattended and by installing up-to-date anti-virus software on it);

(iv) remove any Cards from the Eligible Device before disposing of the Eligible Device; and

(v) turn off the Near-field communication (NFC) function when you are not using Google Pay.

GAPR25

At any time, you can delete or suspend your Card from Google Pay and any supplementary cardholder can delete or suspend their Card from Google Pay. You, as the principal cardholder of a Credit Card, cannot suspend the use of a supplementary cardholder's Credit Card in Google Pay, but you can suspend or close the Credit Card of the supplementary cardholder by calling 2860 0333 (24 hours a day).

Please call us immediately on 2860 0333 (24 hours a day) if:

(i) your Credit Card(s) added to Google Pay has/have been lost or stolen;
(ii) your Eligible Device is lost or stolen;
(iii) your Eligible Device mobile service is suddenly disconnected without your permission (which may indicate your Eligible Device and/or your Card(s) added to Google Pay has/have been subject to unauthorized use or access) ; or
(iv) you suspect a security breach in relation to your Eligible Device or Google Pay or that an unauthorized person has used your passcode, Card PIN or your other credentials to access Google Pay.

INTELLECTUAL PROPERTY

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights (collectively, "Intellectual Property Rights") in Google Pay (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by Google, us, our licensors or third parties. Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by Google, us, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with, Google Pay.

DISCLAIMERS OF WARRANTY

Google Pay is provided by Google, and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with Google Pay may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card through Google Pay due to such delay, interruption, disruption or similar failure.

You acknowledge that we are not party to the terms and conditions for Google Pay between you and Google and we do not own and are not responsible for Google Pay. We are not providing any warranty for Google Pay. We are not responsible for performance, maintenance or other support services for Google Pay and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Google Pay, including, without limitation, any third party product liability claims, claims that Google Pay fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of Google Pay, including those pertaining to Intellectual Property Rights, must be directed to Google.

GAPR25

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall we, our processors, suppliers, or licensors (or their respective affiliates, agents, directors, and employees) be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other Intangible losses, that result from the use of, inability to use, or unavailability of Google Pay, including your use of your card in connection with Google Pay.

To the maximum extent permitted by applicable law, we, our processors, suppliers, and licensors (and their respective affiliates, agents, directors, and employees) assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of Google Pay, including your use of your card in connection with Google Pay; (iii) any interruption or cessation of transmission to or from Google Pay; (iv) any bugs, viruses, Trojan horses, or the like that may be transmitted to or through Google Pay by any third party; (v) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through Google Pay; and/or (vi) user content or the defamatory, offensive, or illegal conduct of any third party.

INDEMNITY

You will indemnify, defend, and hold us (and our employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms and Conditions, including any violation of our policies; (b) your wrongful or improper use of Google Pay, including willful misconduct or fraud; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of Hong Kong or any other country; (e) any access or use of Google Pay by any other party with your Touch ID or personal identification number or passcode or other appropriate security code, and (f) any change in law, regulation or official directive which has an effect on the Card or Google Pay, and the same may be debited to your Card and/or shall be paid by you on demand.

REPRESENTATION AND WARRANTY

You represent and warrant to us that: (i) to the extent you identified a name at registration, the name identified by you when you registered your Card to be added to Google Pay is your name; (ii) all Cards you add to Google Pay is or are, your credit Card(s) or debit Card(s) (or you are a supplementary cardholder of a Credit Card); (iii) you and all transactions initiated by you or using any of your Cards added to Google Pay will comply with all laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; (iv) you have the authority to authorize the receipt of notices, calls and text messages from us at the phone number you provide, (v) you will not use any of your Cards through Google Pay for any fraudulent undertaking or in any manner so as to interfere with the operation of Google Pay; (vi) you will not permit any use of your Card(s) through Google Pay by any third party; and (vii) your use of your Card in connection with Google Pay will comply with these Terms and Conditions.

REMOVAL OF YOUR CITI CARDS FROM GOOGLE PAY

You shall follow the instructions from Google Pay to remove your Credit Card from Google Pay if you no longer wish to use enroll your Credit Card through Google Pay. Removal of your Credit Card from Google Pay will not terminate your Credit Card in its plastic card form unless you also choose to terminate such in accordance with the Citi Credit Card Agreement and/or Citi Octopus Credit Card Agreement.

SEVERABILITY

If any provision or part of a provision of these terms is invalid or unenforceable, it will be severed from these terms and the remaining provisions (or parts of provisions) will continue in full force and effect.

THIRD PARTY RIGHTS

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap 623) of the laws of Hong Kong to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

GOVERNING LAW

The same laws that govern your Account shall govern these Terms and Conditions.

GAPR25

Google Pay 條款及細則

下述各條款及細則（「條款及細則」）為閣下及花旗銀行(香港)有限公司 (「本行」)就閣下的權限和使用與Google Pay 連接的香港註冊付費帳戶及本行所發行的合資格Citi 信用卡（「信用卡」）之間的協議。Google Pay 包括由Android 應用程式所支援之Google 品牌支付功能，加入信用卡功能及所顯示之交易記錄。

Google Pay 以前稱為Android Pay。除本文另有規定外，下述各條款與細則不適用於Google 產品中非使用數位卡號之交易（例如在You Tube，Play 商店或Chrome 上）。閣下承認及明白 Google Pay 的使用是受Google、Google Pay 的供應商、Google Payment Corp.及或其任何附屬公司（「Google」）的條款及細則所約束。

如閣下在2018 年2 月20 日太平洋標準時間早上12:00 之前將閣下的信用卡加入Google Pay， 只能在按照下述申請資格中的方式在Google Pay 中使用閣下的信用卡，並且不會將其添加到Google 付款帳戶或由Google 以其他方式使用。 如果閣下在2018 年2 月20 日太平洋標準時間早上12:00 或之後將閣下的信用卡加入Google Pay，除了Google Pay 之外，閣下的信用卡還會添加到閣下的Google 付款帳戶並由Google 按照Google 條款中的說明使用。

本行會核實信用卡是否合資格用作Google Pay，並保留最終決定權。本行保留拒絕信用卡與Google Pay 連接之權利而毋須作出任何理由。當閣下決定是否使用Google Pay 連接閣下的信用卡時，應審慎考量各條款及細則。註冊及使用 Google Pay 服務即表示閣下必須接受此同意書所包含的所有條款及細則。如果閣下不同意此條款及細則，則不應註冊或將信用卡與Google Pay連接。使用Google Pay 是閣下的全權決定。閣下沒有任何義務連接閣下的信用卡用作Google Pay。

當閣下透過Google Pay 使用閣下的信用卡購買商品及服務時，閣下的信用卡及每一個相關戶口（「戶口」）將會受閣下和本行之間的適用條款及細則所約束。閣下的信用卡及戶口適用的條款及細則包括(1)戶口及服務之條款及細則；及(2)Citi 信用卡合約及/或Citi 八達通信用卡合約及/或Citi HKTVmall 信用卡合約及/或Citi The Club 信用卡合約（「持卡人合約」）;及(3)有關的個人資料(私隱)條例的政策指引（統稱「相關條款」），會引入作為參考並成為此條款及細則的一部分。閣下承認及明白Google Pay 的使用是受Google 的條款及細則所約束，以及此條款及細則並不會影響或抵銷上列相關條款。

申請資格

Google Pay 是提供給持卡人在購買商品及服務時，於可接納Google Pay 的（1）啟用近距離無線通訊（「NFC」）的商戶；及（2）網上商店，使用兼容Android 的無線移動裝置（包括手機或平板電腦）（「合資格移動裝置」）作為付款方式。Google Pay 允許閣下使用合資格的移動裝置授權及使用閣下的信用卡作付款，而取代直接展示及使用信用卡。若閣下需於Google Pay 加上閣下的信用卡，閣下必須於Google Pay 掃描閣下的信用卡或手動輸入信用卡資料來註冊(「Google Pay 信用卡註冊」)。於Google Pay 加上閣下的信用卡時，閣下可能被要求額外的驗證步驟(「額外驗證」)。若閣下的信用卡不適用於Google Pay、驗證過程失敗、或閣下的信用卡或戶口被本行決定為有舞弊/欺詐行為，閣下的Google Pay 信用卡註冊將作無效。本行不會干涉Google Pay 限制每合資格的移動裝置

可註冊的信用卡數量。本行保留限制同一張信用卡註冊於合資格的移動裝置的數量。此限制數量將透過本行告知以作閣下參考。

附屬卡將被視為獨立的信用卡。若附屬卡持卡人註冊Google Pay，附屬卡持卡人須進行Google Pay 信用卡註冊及額外驗證，以完成註冊步驟。

透過於Google Pay 上增加閣下的信用卡，閣下將被分配一個與閣下的信用卡號碼不同的獨特標識號碼（「數位卡號」），使閣下可透過Google Pay 進行購物及退款。此數位卡號亦將作為裝置的戶口帳號。基於Google Pay 的運作方式，當閣下退回商品時，閣下可能需要向商戶展示閣下購買該商品時所使用的合資格移動裝置。

您的新發續期Citi 信用卡或因損壞而新發的補發Citi 信用卡不會影響使用以相同卡號註冊之Google Pay，不論該新發續期信用卡或因損壞而新發的補發信用卡是否已被啟用。

透過Google Pay 使用CITI 信用卡

當閣下透過Google Pay 使用閣下的信用卡購買商品及服務時，此權限將受信用卡的相關條款所約束。請仔細閱讀信用卡的相關條款，以明白購買商品及服務時閣下的權利和義務。閣下必須妥善保管閣下的合資格移動裝置 (包括確保移動裝置未被修改，及並無違反製造商的軟件或硬件的基本性能)及確保密碼或其他適當的安全碼已成功設立，以便閣下使用已連接到Google Pay 的信用卡來購買商品及服務。閣下必須確保不會向任何人透露個人密碼或其他適當的安全碼及採取合理預防措施，以防止合資格移動裝置或任何連接到該移動裝置上之Google Pay 的信用卡被竊、遺失或進行舞弊/欺詐行為。如閣下需要透過生物識別憑據(例如指紋辨識）以使用閣下的合資格移動裝置或信用卡，閣下不應在該合資格移動裝置內儲存第三者的指紋或生物識別憑據。如第三者的指紋或生物識別憑據儲存在閣下的合資格移動裝置內，不論現在或將來，而該第三者的指紋或生物識別憑據可使用閣下的合資格移動裝置或信用卡，即被視作閣下已授權該第三者使用閣下的合資格移動裝置或使用連接到閣下Google Pay 的信用卡來購買商品及服務。有關的交易將會如常由閣下的信用卡支付，而閣下亦需負上相關的責任。

如閣下需註冊生物識別憑據(例如指紋辨識）(「Touch ID」)、密碼或其他適當的安全碼到Google Pay，閣下將會用閣下合資格移動裝置的技術來收集、儲存、註冊及使用TOUCH ID、密碼或其他適當的安全碼。因此，當閣下登入Google Pay 並選擇使用該合資格移動裝置的技術來進行驗證，該合資格移動裝置的技術將會與閣下的指紋或其他生物識別憑據、密碼或其他適當的安全碼符合。因此，閣下承認及明白本行無法控制合資格移動裝置的技術、可用性、相容性、驗證方法、安全性及完整性，及不會對受影響的Google Pay 交易及使用生物識別憑據、密碼或其他適當的安全碼授權的交易負上責任。閣下須評估及考慮該合資格移動裝置的驗證方式及有關風險。閣下可自行決定使用Google Pay 並沒有義務連接閣下任何的信用卡到Google Pay。因此，閣下須同意，使用任何連接到Google Pay 的信用卡將被視為已授權，並須就此負上所有責任。如果閣下的合資格移動裝置遭遺失或被竊、閣下的生物識別憑據(例如指紋辨識）或其他密碼被洩露，或閣下的信用卡遭未經授權透過Google Pay 被使用，閣下必須立即通知本行。如本行需要，閣下應提供具有法律效用的聲明及/或警方報告及/或其他本行符合合理要求的

資料以作記錄。閣下須就一切透過未經授權的Google Pay 的信用卡交易負責。除上述規定外，在閣下通知本行任何未經閣下授權的Google Pay 的信用卡交易前，閣下均須對透過此卡實行的所有交易(不論閣下授權與否)負責。而在下述情況下，閣下對未經授權的Google Pay 交易要承擔的責任則以港幣五百元為上限：(i)閣下有遵守相關條款及細則(包括但不限於安全注意事項)；及 (ii) 閣下有協助未經授權的Google Pay 交易之調查；及(iii) 本行同意閣下沒有任何舞弊/欺詐成分而導致該未經授權的Google Pay 交易。

如閣下未能立刻通知本行，閣下可能就部分或全部於與Google Pay 作連結的信用卡的任何未經授權的交易指示負責，相關條款已詳細列明閣下對損失所需承擔的責任。

閣下同意並確認於Google Pay 上所展示的交易紀錄只反映本行對於閣下與Google Pay 連結的信用卡之授權交易，但並不反映任何授權後的交易，包括但不限於清算、結算、外幣兌換、退款、退貨或退單拒付。因此，閣下於Google Pay 上所展示的購買金額、貨幣及其他細節，可能與閣下的月結單上的最終結算金額不同。閣下於本行的結欠會以月結單上之金額為準。

本行目前不會就透過Google Pay 使用信用卡而徵收費用，但本行會保留於將來徵收費用的權利。註冊後，閣下的電訊運營商或供應商可能會就使用Google Pay 時的上網支援、數據使用、短訊或其他相關事項徵收費用(「收費」)。閣下須負責一切有關收費。

當閣下使用閣下的信用卡與Google Pay 連接時，即視作同意收取本行的通知、自動撥打電話或發送短訊至閣下的合資格移動裝置，包括閣下所提供的合資格移動裝置的電話號碼。如果閣下在任何時候撤銷此同意，本行可能會暫停或取消閣下使用閣下的信用卡與Google Pay 之連接。

若裝置的修改不符合製造商的軟件或硬件準則，包括失去對硬件或軟件的控制，將視為不合資格移動裝置。

閣下承認、明白及認同使用經修改裝置並使用信用卡與Google Pay 連接是被禁止的，此舉將違反條款及細則，並授權本行拒絕閣下透過Google Pay 使用信用卡的權限。

本行保留任何時候暫停或取消閣下連接Google Pay 的信用卡的權利而毋須另行通知。

本行保留限制每日及/或每次之交易金額的權利。本行將決定此交易金額限制及對閣下作出通知。

資料收集及交換之授權

閣下同意本行可能通過Google Pay 收集、傳輸、存儲和使用有關閣下的技術、位置和登錄信息或其他信息以及閣下的信用卡使用情況。 如閣下在2018 年2 月20 日太平洋標準時間12:00 am或之後將閣下的信用卡加入Google Pay，則代表閣下進一步同意Google 可能會根據Google 條款使用、存儲和披露閣下的信用卡資料，以識別閣下的資料與閣下使用的Google 付款帳戶有所關聯。

閣下承認及明白（i）Google，作為支援使用Google Pay 的信用卡之技術供應商，以及Google的承辦商、代理商和附屬公司，以及（ii）設置於信用卡之適用的支付網絡服務商（如萬事達卡國際有限公司及其附屬Maestro 或VISA 及其子公司之互聯網），以及其他網絡承辦商、代理商和聯營公司，將可獲取閣下於商戶透過Google Pay 使用信用卡交易時的資料以作(1)履行下列用途；及 (2) 顯示有關交易記錄；及 (3) 檢測及處理舞弊/欺詐行為；及 (4) 遵守相關法律和法規；及 (5)回應法律審查或監管機構作出的疑問；及 (6) 改善及/或推廣Google Pay 的使用；及 (7) 提供公司業務及/或技術性能報告。閣下承認及明白由閣下直接向Google、信用卡之適用的支付網絡服務商，或其他支援Google Pay 的第三方的任何個人訊息的使用和披露，將會根據該公司的隱私政策所管理。

商戶關係和免責聲明

商戶可能會向閣下提供折扣、回贈或其他Google Pay 的優惠（如免費送貨）（「優惠」）。這些優惠需受有關的條款及細則所約束；有關的條款及細則可能遭隨時修改而不作另行通知。本行不會就閣下與商戶之間因優惠的互動所招致的損失或損害作出任何承擔。根據適用的法律和信用卡相關條款，所有事項，包括交付貨物和服務、退貨和保養，完全乃為閣下和有關商戶之互動。閣下承認及明白本行不就任何接納Google Pay 之商戶及其提供的優惠作出認可及保證。

更改Google Pay 之使用及條款及細則

根據適用的法律及法規，本行可於任何時候（i）終止閣下使用與Google Pay 連接的信用卡，（ii）修改或禁止使用與Google Pay 連接的信用卡所涉及的交易貨幣或金額，（iii）更改使用Google Pay 之信用卡資格及/或（iv）改變信用卡之驗證程序。

如本行就相關條款取消或禁止閣下的信用卡，即使閣下的合資格移動裝置仍然顯示該信用卡的符號，閣下的合資格移動裝置將不能繼續使用該信用卡。

本行可能就與Google Pay 連結之信用卡的條款及細則作出更改，並會於更改實施前向閣下作出通知。本行可能對該條款及細則不時加以修改。閣下須受該條款約束及不時瀏覽 www.citibank.com.hk 查詢最新條款及細則。

保障和使用的責任

如閣下向他人透露個人密碼，即被視作閣下已授權該位人士使用Google Pay 發出交易指示。該位人士於Google Pay 透過指紋辨識或密碼所發出的任何交易指示亦將被視作已經獲得閣下的授權，因此未經授權的交易條款將不適用。

如果閣下於Google Pay 註冊閣下的信用卡，閣下有責任確保：

(i) 不會與他人共用Google Pay， 即代表只有閣下能使用；

(ii)閣下應與保管銀行密碼或私人密碼採取相同方式，包括：

(a) 不向他人透露；

(b) 不將密碼與合資格移動裝置一起存放或存放於能與合資格移動裝置被盜的物品之上（除非閣下已作出合理的能力去確保它的安全）；

(c) 不採用容易猜想之密碼，如閣下的出生日期或姓名的可辨認部分；

(d) 不會因嚴重疏忽而未能保護密碼之安全；

(iii)閣下必須保持合資格移動裝置的安全（包括在不使用或於無人看守時鎖上裝置，以及為裝置更新防毒軟件；

(iv)於拋棄合資格移動裝置前移除任何儲存於合資格移動裝置的信用卡資料。

(v) 於無需使用 Google Pay 時， 關掉近距離無線通訊（ NFC ）功能。

於任何時候，閣下可以刪除或暫停閣下於Google Pay 所註冊的信用卡，任何附屬卡持卡人亦可以刪除或暫停他們於Google Pay 所註冊的信用卡。閣下作為主卡持卡人，不能於Google Pay 暫停附屬卡持卡人的信用卡，但閣下可以致電2860 0333（24 小時）暫停或取消附屬卡。

閣下請立即致電2860 0333（24 小時）如：

(i) 閣下的已連接到Google Pay的信用卡遺失或被竊；
(ii) 閣下的Android 裝置遺失或被竊；
(iii) 閣下的Android 裝置的流通服務在未經閣下的許可下突然中斷（這可能表示閣下的Android裝置及/或連接到Google Pay 的信用卡存有未經授權的使用）或；
(iv) 閣下懷疑因閣下的合資格移動裝置或經未授權的人士使用閣下的密碼、信用卡私人密碼或閣下其他的信用憑證登錄Google Pay 而涉及安全漏洞。

知識產權

所有知識產權，包括Google Pay（包括文本、圖象、軟件、照片和其他影像、視頻、聲音、商標和徽標）的所有專利、商業秘密、版權、商標和精神權利（「知識產權」），都歸Google、本行、本行的認可機構或第三方所擁有。在此條款及細則下，閣下沒有被授予任何由Google、本行、本行的認可機構或第三方所擁有的知識產權之權利。閣下承認及明白閣下於Google Pay 註冊任何信用卡或於Google Pay 使用已連接的信用卡時，不會獲得任何Google Pay 的擁有權。

GAPR25

免責聲明

Google Pay 由Google 所提供，而本行並不會提供任何保證。閣下承認及同意，閣下與Google Pay 連接的信用卡會於本行不能控制的原因下不時出現延遲、中斷或受到破壞。本行或本行的附屬機構不會就此延遲、中斷、故障或類似故障而負上相關責任。

閣下承認及明白本行沒有參與閣下與Google 之間的Google Pay 的條款及細則。本行並無擁有及不會就Google Pay 負責。本行不會為Google Pay 提供任何保證。本行不會為Google Pay 的性能負責及提供任何維修或其他支持服務。因此，本行對任何有關Google Pay 的索賠、損失、責任、損害賠償、成本或費用，包括但不只限於第三方的產品責任索償、聲稱Google Pay 不符合任何適用的法律或法規的要求的索償、根據消費者條例或類似的法例所引起的索償及知識產權侵權之索償，理應無須負上責任。任何有關使用Google Pay 的疑問或投訴，包括有關知識產權的投訴，請直接與Google 聯絡。

本行不會就合資格移動裝置之性能或操作提供任何建議、推薦及陳述。閣下須就選擇合資格移動裝置，以及一切有關合資格移動裝置的操作、性能及相關成本等負責。

應負責任的限制

在適用的法律所容許範圍內，因使用、不能使用、或無法使用Google Pay，包括使用閣下與Google Pay 所連結之信用卡而引致利潤損失、商譽、使用、數據或其他無形的損失，或任何直接的、間接的、懲罰性的、偶然的、特殊的、招致的或懲戒性損失，本行、本行的承辦商、供應商，或認可機構（或其各自的附屬公司、代理、董事和僱員）均無須負上法律責任。

在適用的法律所容許範圍內，因（i）失誤、錯誤、或內容不準確，（ii）因登錄或使用GooglePay，包括使用閣下與Google Pay 所連結之信用卡而引致的人身傷害或財產損失或任何性質的損失，（iii）任何從Google Pay 發出或傳送至Google Pay 的訊息中斷或停止，（iv）任何從Google Pay 發出或傳送至Google Pay 或第三方的錯誤、病毒、木馬或其他程式，（v）因使用Google Pay 所發佈、電郵、傳輸或提供的資訊內容而引致任何錯誤或遺漏之損失，和/或（vi）用戶內容對任何第三方的誹謗、攻擊性或非法行為，本行、本行的承辦商、供應商，或認可機構（或其各自的附屬公司、代理、董事和僱員）均無須負上法律責任。

相關賠償

於下述情況下，閣下應賠償、保護本行，並使本行（以及本行的員工、董事、代理、附屬公司和代表）不受傷害，並使本行免於任何和所有索償、費用、損失、傷害、判決、稅務評估、罰款、利息和費用（包括任何索

賠、訴訟、審計、調查、查詢、或通過個人或公司所設立的其他合理的律師費）：（a）閣下任何實際或涉嫌違規的陳述、保證或此條款及細則所確定的義務，包括任何違反本行的政策；（b）閣下不法或不正當使用 Google Pay，包括故意失實或欺詐行為；（c）閣下侵犯任何第三方的權利，包括但不限於任何隱私、知情權或知識產權；（d）閣下違反香港或任何其他國家的任何法律、法規或規章；（e）他人使用閣下的指紋辨識、私人密碼或其他適當的安全碼登錄或使用閣下的 Google Pay；（f）對信用卡或 GOOGLE PAY 有影響的法律，法規或官方指令的任何變更，而該變更可能會借記到閣下的信用卡上和/或由閣下按要求支付。

聲明及承諾

閣下聲明及對本行保證，（i）閣下於Google Pay 註冊閣下的信用卡時所登記的名稱乃是閣下本人的名字，並由閣下親自確定；（ii）閣下於Google Pay 註冊的乃是閣下本人所擁有之信用卡(或閣下是附屬卡持有人）；（iii）閣下和閣下所授權的交易指示必須遵守所有香港法律和法規，包括任何適用的稅務法律和法規；（iv）閣下必須具有接收由本行發出的通知、來電和短訊之能力；（v）閣下不會透過Google Pay 使用閣下的信用卡進行任何欺詐行為，從而干擾Google Pay 的運作；(vi) 閣下不會授權於第三方使用閣下Google Pay 連結的信用卡；（vii）閣下在使用與Google Pay 連結的信用卡時會遵守此等條款及細則。

移除閣下在Google Pay 的信用卡

如希望移除閣下在Google Pay 的信用卡，請按照Google Pay 的步驟操作。如非在符合有關信用卡的條例下中止閣下的信用卡服務，移除閣下在Google Pay 的信用卡並不會影響其實體卡的使用。

可分割性

無論任何時候，若本協議的任何條款及細則在任何方面屬於或變為失效或不能執行，其他條款及細則的有效性和可執行性一律不受任何影響。

第三者權利

除閣下及本行以外，任何人均不能強制執行香港法例第623 章《合約(第三者權利)條例》的任何條款或享有任何條款中的利益。

法律

本協議須受香港法律管轄並按香港法律詮釋。

（注意：如中文譯本與英文本在文義上出現分歧，一概以英文本為準。）

GAPR25

SAMSUNG PAY TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions") are an agreement between you and Citibank (Hong Kong) Limited ("we, or us") that governs your access to and use of your eligible Citibank consumer credit card(s) ("Credit Card(s)") and/or debit card(s) ("Debit Card(s)") linked to accounts domiciled in Hong Kong ("Card", or "Cards") through Samsung Pay. The term, Samsung Pay, shall include the Samsung Pay branded payment functionality, the Card provisioning functionality, and transaction history displayed. We will determine, in our sole discretion, which Cards will be eligible for use through Samsung Pay. We reserve the right to decline any enrollment of a Card to Samsung Pay without the need to give you any reason. Please review these Terms and Conditions before you decide whether to accept them and continue with the enrollment of your Cards to Samsung Pay. By registering or using a Card in Samsung Pay you agree to use your Card through Samsung Pay in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, then you must not register your Card to, or use your Card in connection with, Samsung Pay. Use of Samsung Pay is at your discretion. You are not obliged to use Samsung Pay in connection with any of your Cards.

Your use of Samsung Pay to purchase goods and services with your Card is governed by the applicable terms and conditions between you and us in connection with each account to which the Card is linked ("Account"). The applicable terms and conditions to your Card and/or Accounts with us, including the: (a) Terms and Conditions for Accounts and Services; (b) Citi Credit Card Agreement and/or Citi Octopus Credit Card Agreement and/or Citi HKTVmall Card Agreement and/or Citi The Club Credit Card Agreement ("Cardholder Agreement"); (c) Policy Statement relating to the Personal Data (Privacy) Ordinance (collectively, the "Relevant Terms"), are incorporated by reference as part of these Terms and Conditions. You also acknowledge that your use of Samsung Pay is subject to the terms and conditions set forth by Samsung Electronics Co., Ltd. and/or its affiliates ("Samsung") with respect to the use of Samsung Pay, which will not change or override these Terms and Conditions.

ELIGIBILITY / ENROLLMENT

Samsung Pay is available to cardholders for the purposes of purchasing goods and services with a compatible Samsung device that contains a secure element ("Eligible Device") at near field communication ("NFC") and magnetic secure transmission ("MST") enabled merchants who accept Samsung Pay as form of payment. Samsung Pay allows you to use your Eligible Device to access and use your Cards to make such purchases in place of presenting or using your physical Card. To add your Card to Samsung Pay, you must register your Card through Samsung Pay either by scanning the Card or entering the card details manually ("Samsung Pay Card Registration"). You may be required to take additional steps to authenticate yourself before your Card is added to Samsung Pay ("Additional Authentication"). Your enrollment will be declined if the Card is not eligible for this service, you failed the authentication process, or if your Card or underlying Account is not in good standing or conducted in a proper or satisfactory manner as determined by us in our absolute discretion. Samsung Pay may limit the number of Cards that you may store in one Eligible Device from time to time which we cannot control. We may, however, limit the number of Eligible Devices in which the same Card can be stored from time to time and you should refer to our latest communications regarding such limit.

For Credit Card which has supplementary cards, Samsung Pay Card Registration and Additional Authentication shall apply when supplementary cardholders wish to enroll their supplementary Credit Cards with Samsung Pay.

SJUL25

By adding your Card to Samsung Pay, a unique numerical identifier different from your Card number ("Device Card Number") will be allocated for the purpose of making purchases and receiving refunds through Samsung Pay. Due to the manner in which Samsung Pay operates, you may need to present your Eligible Device at a merchant when you return an item purchased using Samsung Pay on such Eligible Device.

Renewal of your Citi Credit Card upon expiry or replacement of damaged Citi Credit Card will not affect your use of the same Credit Card enrolled for Samsung Pay, whether or not you have activated the renewed or replacement Credit Card.

YOUR USE OF CITI CARDS THROUGH SAMSUNG PAY

Purchases you make with Samsung Pay using your Credit Card or Debit Card are governed by the Relevant Terms. Please review the Relevant Terms for important information on your rights and responsibilities when making purchases. You must keep your Eligible Device safe (including ensuring that the device is not modified contrary to the software or hardware guidelines of the manufacturer) and ensure that where your passcode or personal identification number is required to allow you to use your Eligible Device to access and use your Cards to make purchases for Samsung Pay, your passcode or personal identification number is not disclosed to any one and you must take all steps and prevent any fraud, loss or theft in respect of the Eligible Device or any Card in connection with the use of Samsung Pay.

If biometric details may be used to identify you or be used to grant access to the Eligible Device to access and use your Cards, you must not save a third party's biometrics such as finger print (biometric information) on the Eligible Device. In the event a third party's biometrics is saved on the Eligible Device, whether now or in the future, and such biometric details can be used to grant access to the Eligible Device to access and use your Cards, you understand and acknowledge that such person, using his or her biometrics, will be able to access and use your Cards and make purchases with Samsung Pay using your Cards, and the relevant transactions will be charged to your Cards, to which you shall be responsible and held liable

If you enroll for biometric verification such as finger print identity ("Touch ID"), personal identification number or passcode on Samsung Pay, the collection, storage, enrollment and access to Samsung Pay using your biometric information, personal identification number or passcode will be made using the technology on your Eligible Device. Accordingly, when you log into Samsung Pay and choose to be verified using the technology on your Eligible Device, your finger print or any other biometric information, personal identification number or passcode will be matched and verified against your Eligible Device's technology. Accordingly, you acknowledge that we have no control over the technology on the Eligible Device, the availability, capability, verification method, security and integrity of the Eligible Device and cannot be held responsible for transactions effected using Samsung Pay and authorized using any biometric information or personal identification number or passcode. You should therefore assess if the Eligible Device's manner of verification and risks associated with such use is acceptable to you.

Use of Samsung Pay is at your discretion. You are not obliged to use Samsung Pay in connection with any of your Cards. Accordingly, you agree that the access and use of your Cards on Samsung Pay will be considered as authorized by you and you shall be responsible and liable for the same. If your Eligible Device is lost or stolen, any biometric information or personal identification number or other passcode is compromised or used or Card has been used through Samsung Pay without your permission, you must notify us immediately and if we so require, furnish to us a statutory declaration in such form as we specify and/or a police report and/or any other information we may reasonably require. You are liable for all unauthorized use of your Card in connection with Samsung Pay. Notwithstanding the foregoing, your liability for all unauthorized transactions on your Card in connection with Samsung Pay which are effected prior to you notifying us shall be limited to HK$500 provided (i) you have fully complied with these Terms and Conditions (including, but not limited to the safety precautions) and you notified us without delay, (ii) you assist in the investigations and recovery, and (iii) we are satisfied that such unauthorized transactions are not due to your willful misconduct and/or gross negligence and that you have not acted fraudulently.

If you fail to notify us immediately of any unauthorized transactions of your Card on Samsung Pay, you will be held liable for such transactions. The Relevant Terms have detailed your liability for losses.

You agree and acknowledge that the transaction history displayed in Samsung Pay in connection with use of your Card in Samsung Pay solely represents our authorization of your Samsung Pay transaction using that particular Eligible Device and does not reflect any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks.

Accordingly, the purchase amount, currency, and other details for your Samsung Pay transaction history in connection with use of your Card in Samsung Pay may not match the transaction amount that is ultimately cleared, settled, and posted to your Card statement of account. If there is any inconsistency between your Card statement of account and transaction history displayed in Samsung Pay, your Card statement of account shall prevail, and you will remain liable to us for the amounts set out on your statements.

We currently do not impose a fee for using your Card through Samsung Pay but we reserve the right to impose a fee at our sole discretion in the future. Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of Samsung Pay (“Charges”). You shall be solely responsible for such Charges.

As a condition to using your Card in connection with Samsung Pay, you acknowledge and consent to us sending notifications and automatically dialed calls or text messages to the Eligible Device which may or may not be the same device as your mobile phone number on record with us. If at any time you revoke this consent, we may suspend or cancel your ability to use your Card in connection with Samsung Pay.

Devices modified contrary to the software or hardware guidelines of a manufacturer, including by disabling hardware or software controls, sometimes referred to as jail breaking are not Eligible Devices. You acknowledge that the use of a modified device to use your Card in connection with Samsung Pay is expressly prohibited, constitutes a violation of these Terms and Conditions, and is grounds for us to deny your access to your Cards through Samsung Pay.

We have the right to suspend or cancel your ability to use your Card in connection with Samsung Pay at any time and need not give you any prior notice or reason for doing so.

We have the right to impose a limit on any daily and/or individual transaction amount(s) charged to your Card through Samsung Pay. The limit will be such amount(s) as determined by us and notified to you.

AUTHORIZATION TO COLLECT AND SHARE DATA

You acknowledge that (i) Samsung, the provider of Samsung Pay technology that supports the Cards in Samsung Pay, as well as its sub-contractors, agents, and affiliates, and (ii) the applicable payment network branded on your Card (e.g., MasterCard International Incorporated and its affiliate Maestro, or Visa, U.S.A., Inc. and its affiliate Interlink) as well as sub-contractors, agents, and affiliates of such payment networks, will have access to certain details of your transactions made with merchants via use of your Cards through Samsung Pay in and/or for the purposes of (1) performing its obligations hereunder; (2) providing you with relevant transaction data; (3) detecting and addressing fraud; (4) complying with applicable laws and regulations; (5) responding to inquiries made pursuant to court orders or by regulators; (6) managing, making product enhancement to, and/or promoting the use of Samsung Pay; and (7) creating business and/or technical performance reporting. You acknowledge that the use, storage and disclosure of any personal information provided by you directly to Samsung, the applicable payment network branded on your Card, or other third parties supporting Samsung Pay, will be governed by the privacy policy of such party.

MERCHANT RELATIONSHIPS AND DISCLAIMERS

Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) ("Offers") in Samsung Pay. Such Offers are subject to certain terms and conditions and may change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and the Relevant Terms, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through Samsung Pay or the Offers that they provide.

CHANGES TO PARTICIPATION IN SAMSUNG PAY AND TERMS AND CONDITIONS

Subject to applicable laws and regulations, at any time we may (i) terminate your use of Cards in connection with Samsung Pay, (ii) modify or suspend the type or dollar amounts of transactions allowed using Cards in connection with Samsung Pay, (iii) change the eligibility of a Card for use with Samsung Pay, and/or (iv) change the Card authentication process.

If we have cancelled or suspended your Card in accordance with the Relevant Terms, you will not be allowed to use it through your Eligible Device. Please note that this is the case even though you may still see a symbol for the Card on your Eligible Device.

We may amend at any time these Terms and Conditions, by providing reasonable prior notice to you. We may revise these Terms and Conditions at any time by updating this posting. You are bound by such revisions and should therefore visit www.citibank.com.hk to review the current Terms and Conditions from time to time.

SJUL25

SECURITY AND YOUR LIABILITY

If you share your passcode with any other person, you are taken to have authorized that person to transact on your account using Samsung Pay. This means that any Samsung Pay transaction initiated by that person using the fingerprint or passcode will be authorized by you and the Relevant Terms which deal with unauthorized transactions will not apply.
If you register your Card for Samsung Pay, you are responsible for ensuring that:

(i) the Samsung Pay wallet is not shared with anyone and is used only by you;

(ii) you keep the passcode in the Eligible Device in the same way as you would safe keep a banking password or PIN secure, including by:
   a. not sharing it with anyone;
   b. not carrying a record of it with an Eligible Device or anything liable to be stolen with an Eligible Device (unless a reasonable effort is made to protect the security of it);
   c. not choosing a passcode that can be guessed, such as your date of birth or a recognizable part of your name; and
   d. not failing to protect the security of the passcode ;

(iii) you must keep the Eligible Device safe and secure (including by locking it when not in use or when it is unattended and by installing up-to-date anti-virus software on it)

(iv) remove any Cards from the Eligible Device before disposing of the Eligible Device; and

(v) turn off the Near-field communication (NFC) function when you are not using Samsung Pay.

At any time, you can delete or suspend your Card from Samsung Pay and any supplementary cardholder can delete or suspend their Card from Samsung Pay. You, as the principal cardholder of a Credit Card, cannot suspend the use of a supplementary cardholder's Credit Card in Samsung Pay, but you can suspend or close the Credit Card of the supplementary cardholder by calling 2860 0333 (24 hours a day).

Please call us immediately on 2860 0333 (24 hours a day) if:

(i) your Card(s) added to Samsung Pay has/have been lost or stolen;

(ii) your Eligible Device is lost or stolen;

(iii) your Eligible Device mobile service is suddenly disconnected without your permission (which may indicate your Eligible Device and/or your Card(s) added to Samsung Pay has/have been subject to unauthorized use or access) ; or

(iv) you suspect a security breach in relation to your Eligible Device or Samsung Pay or that an unauthorized person has used your passcode, Card PIN or your other credentials to access Samsung Pay.

INTELLECTUAL PROPERTY

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights (collectively, "Intellectual Property Rights") in Samsung Pay (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by Samsung, us, our licensors or third parties. Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by Samsung, us, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with, Samsung Pay.

SJUL25

DISCLAIMERS OF WARRANTY

Samsung Pay is provided by Samsung, and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with Samsung Pay may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card through Samsung Pay due to such delay, interruption, disruption or similar failure.

You acknowledge that we are not party to the terms and conditions for Samsung Pay between you and Samsung and we do not own and are not responsible for Samsung Pay. We are not providing any warranty for Samsung Pay. We are not responsible for performance, maintenance or other support services for Samsung Pay and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Samsung Pay, including, without limitation, any third party product liability claims, claims that Samsung Pay fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of Samsung Pay, including those pertaining to Intellectual Property Rights, must be directed to Samsung.

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall we, our processors, suppliers, or licensors (or their respective affiliates, agents, directors, and employees) be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, that result from the use of, inability to use, or unavailability of Samsung Pay, including your use of your card in connection with Samsung Pay.

To the maximum extent permitted by applicable law, we, our processors, suppliers, and licensors (and their respective affiliates, agents, directors, and employees) assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of Samsung pay, including your use of your card in connection with Samsung pay; (iii) any interruption or cessation of transmission to or from Samsung pay; (iv) any bugs, viruses, Trojan horses, or the like that may be transmitted to or through Samsung Pay by any third party; (v) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through Samsung Pay; and/or (vi) user content or the defamatory, offensive, or illegal conduct of any third party.

INDEMNITY

You will indemnify, defend, and hold us (and our employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms and Conditions, including any violation of our policies; (b) your wrongful or improper use of Samsung Pay, including willful misconduct or fraud; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of Hong Kong or any other country; (e) any access or use of Samsung Pay by any other party with your Touch ID or personal identification number or passcode or other appropriate security code, and (f) any change in law, regulation or official directive which has an effect on the Card or Samsung Pay, and the same may be debited to your Card and/or shall be paid by you on demand.

REPRESENTATION AND WARRANTY

You represent and warrant to us that: (i) to the extent you identified a name at registration, the name identified by you when you registered your Card to be added to Samsung Pay is your name; (ii) all Cards you add to Samsung Pay is or are, your credit Card(s) or debit Card(s) (or you are a supplementary cardholder of a Credit Card); (iii) you and all transactions initiated by you or using any of your Cards added to Samsung Pay will comply with all laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; (iv) you have the authority to authorize the receipt of notices, calls and text messages from us at the phone number you provide, (v) you will not use any of your Cards through Samsung Pay for any fraudulent undertaking or in any manner so as to interfere with the operation of Samsung Pay; (vi) you will not permit any use of your Card(s) through Samsung Pay by any third party; and (vii) your use of your Card in connection with Samsung Pay will comply with these Terms and Conditions.

REMOVAL OF YOUR CITI CARDS FROM SAMSUNG PAY

You shall follow the instructions from Samsung Pay to remove your Card from Samsung Pay if you no longer wish to use or enroll your Card through Samsung Pay. Removal of your Card from Samsung Pay will not terminate your Card in its plastic card form unless you also choose to terminate such in accordance with the Relevant Terms.

SEVERABILITY

If any provision or part of a provision of these terms is invalid or unenforceable, it will be severed from these terms and the remaining provisions (or parts of provisions) will continue in full force and effect.

THIRD PARTY RIGHTS

No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap 623) of the laws of Hong Kong to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

GOVERNING LAW

The same laws that govern your Account shall govern these Terms and Conditions.

SJUL25

Samsung Pay 條款及細則

下述各條款及細則（「條款及細則」）為閣下及花旗銀行(香港)有限公司 (「本行」)就閣下的權限和使用與 Samsung Pay 連接之香港註冊的付費帳戶之合資格的本行所發行之Citi 信用卡（「信用卡」）及/或Citi 扣賬卡（「扣賬卡」）（合稱「銀行卡」）之間的協議。Samsung Pay包括由三星應用程式所支援之三星品牌支付功能，加入銀行卡功能及所顯示之交易記錄。本行會核實銀行卡是否為合資格用作Samsung Pay，並保留最終決定權。本行保留拒絕銀行卡與Samsung Pay 連接之權利而毋須作出任何理由。當閣下決定是否使用Samsung Pay 連接閣下的銀行卡時，應審慎考量各條款及細則。註冊及使用 Samsung Pay 服務即表示閣下必須接受此同意書所包含的所有條款及細則。如果閣下不同意此條款及細則，則不應註冊或使用銀行卡與Samsung Pay 連接。使用Samsung Pay 是閣下的全權決定。閣下沒有任何義務連接閣下的銀行卡用作Samsung Pay。

當閣下透過Samsung Pay 使用閣下的銀行卡購買商品及服務時，閣下的銀行卡及每一個相關戶口（「戶口」）將會受閣下和本行之間的適用條款及細則所約束。閣下的銀行卡及戶口適用的條款及細則包括(1)戶口及服務之條款及細則; 及(2)Citi 信用卡合約及/或Citi 八達通信用卡合約及/或Citi HKTVmall 信用卡合約及/或Citi The Club 信用卡合約（「持卡人合約」）; 及 (3)有關的個人資料(私隱)條例的政策指引（統稱「相關條款」），會引入作為參考並成為此條款及細 則的一部分。閣下承認及明白Samsung Pay 的使用是受三星電子有限公司及或其任何附屬公司（「三星」）的條款及細則所約束及此條款及細則並不會影響或抵銷上列相關條款。

申請資格

Samsung Pay 是提供給持卡人在購買商品及服務時，於啟用近距離無線通訊（「NFC」）和/或磁性安全傳輸（「MST」）的商戶，使用兼容三星的裝置（「合資格移動裝置」）作為付款方式。Samsung Pay 允許閣下使用合資格的移動裝置授權及使用閣下的銀行卡作付款，而取代直接展示及使用銀行卡。若閣下需於Samsung Pay 加上閣下的銀行卡，閣下必須於Samsung Pay 掃描閣下的銀行卡或手動輸入銀行卡資料來註冊(「Samsung Pay 銀行卡註冊」)。於Samsung Pay 加上閣下的銀行卡時，閣下可能被要求額外的驗證步驟（「額外驗證」）。若閣下的銀行卡不適用於Samsung Pay、驗證過程失敗、或閣下的銀行卡或戶口被本行決定為有舞弊/欺詐行為，閣下的Samsung Pay 銀行卡註冊將作無效。本行不會干涉Samsung Pay 限制每合資格的移動裝置可註冊的銀行卡數量。本行保留限制同一張銀行卡註冊於不同合資格的移動裝置的數量。此限制數量將透過本行告知以作閣下參考。若附屬卡持卡人註冊Samsung Pay，附屬卡持卡人須進行Samsung Pay 銀行卡註冊及額外驗證以完成註冊步驟。

透過於Samsung Pay 上增加閣下的銀行卡，閣下將被分配一個與閣下的銀行卡號碼不同的獨特標識號碼（「數位卡號」），使閣下可透過Samsung Pay 進行購物及退款。此數位卡號亦將作為裝置戶口帳號。基於Samsung Pay 的運作方式，當閣下退回商品時，閣下可能需要向商戶展示閣下購買該商品時所使用的合資格移動裝置。

SJUL25

您的新發續期Citi 信用卡或因損壞而新發的補發Citi 信用卡不會影響使用以相同卡號註冊之Samsung Pay，不論該新發續期信用卡或因損壞而新發的補發信用卡是否已被啟用。

透過Samsung Pay 使用Citibank 銀行卡

當閣下透過 Samsung Pay 使用閣下的銀行卡購買商品及服務時，此權限是受信用卡或扣賬卡相關條款所約束。請仔細閱讀信用卡或扣賬卡的相關條款，以明白購買商品及服務時閣下的權利和義務。閣下必須妥善保管閣下的合資格移動裝置 (包括確保移動裝置未被修改及違反製造商的軟件或硬件基本性能)及確保密碼或其他適當的安全碼已成功設立以便閣下使用連接到 Samsung Pay 的銀行卡來購買商品及服務。閣下必須確保不會向任何人透露個人密碼或其他適當的安全碼及採取合理預防措施，防止合資格移動裝置或任何連接到該移動裝置使用 Samsung Pay 的銀行卡被竊、遺失或進行舞弊/欺詐行為。如閣下需要使用生物識別憑據(例如指紋辨識）來使用閣下的合資格移動裝置或銀行卡，閣下不應儲存第三者的指紋或生物識別憑據在該合資格移動裝置內。如第三者的指紋或生物識別憑據儲存在閣下的合資格移動裝置內，不論現在或將來，而該第三者的指紋或生物識別憑據可使用閣下的合資格移動裝置或銀行卡，即被視作閣下已授權該第三者使用閣下的合資格移動裝置或使用連接到閣下 Samsung Pay 的銀行卡來購買商品及服務。有關的交易將會如常由閣下的銀行卡支付，而閣下亦需負上相關的責任。

如閣下需註冊生物識別憑據(例如指紋辨識）(「Touch ID」)、密碼或其他適當的安全碼到Samsung Pay，閣下將會用閣下合資格移動裝置的技術來收集、儲存、註冊及使用TOUCH ID、密碼或其他適當的安全碼。因此，當閣下登入Samsung Pay 並選擇使用該合資格移動裝置的技術來進行驗證，該合資格移動裝置的技術將會與閣下的指紋或其他生物識別憑據、密碼或其他適當的安全碼符合。因此，閣下承認及明白本行無法控制合資格移動裝置的技術、可用性、相容性、驗證方法、安全性及完整性，及不會對受影響的Samsung Pay 交易及使用生物識別憑據、密碼或其他適當的安全碼授權的交易負上責任。閣下須評估及考慮該合資格移動裝置的驗證方式及有關風險。

閣下可自行決定使用Samsung Pay 並沒有義務連接閣下任何的銀行卡到Samsung Pay。因此，閣下須同意使用任何連接到Samsung Pay 的銀行卡將視為已授權及須要負上所有責任。

如果閣下的合資格移動裝置遭遺失或被竊、閣下的生物識別憑據(例如指紋辨識）或其他密碼被洩露，或閣下的銀行卡遭未經授權透過Samsung Pay 被使用，閣下必須立即通知本行。如本行需要，閣下應提供具有法律效用的聲明及/或警方報告及/或其他本行符合合理要求的資料以作記錄。閣下須負責一切透過未經授權的Samsung Pay 的使用。除上述規定外，在閣下通知本行任何未經閣下授權的Samsung Pay 使用前，閣下均須對透過此卡實行的所有交易(不論閣下授權與否)負責而對未經授權的Samsung Pay 交易要承擔的責任則以港幣五百元為上限只要(i)閣下有遵守相關條款及細則(包括但不限於安全注意事項); 及 (ii) 閣下有協助未經授權的Samsung Pay交易之調查; 及 (iii) 本行同意閣下沒有任何舞弊/欺詐成分而導致該未經授權的Samsung Pay交易。

SJUL25

如閣下未能立刻通知本行，閣下可能就部分或全部於與Samsung Pay 作連結的銀行卡的任何未經授權的交易指示負責，相關條款已詳細列明閣下對損失所需承擔的責任。

閣下同意並確認於Samsung Pay 上所展示的交易紀錄只反映本行對於閣下與Samsung Pay連結的銀行卡之授權交易，但並不反映任何授權後的交易，包括但不限於清算、結算、外幣兌換、退款、退貨或退單拒付。因此，閣下於Samsung Pay 上所展示購買金額、貨幣，以及其他細節可能與閣下的月結單上的最終結算金額不同。閣下對本行的結欠會以月結單上之金額為準。

本行目前不會就透過Samsung Pay 使用銀行卡而徵收費用，但本行會保留於將來徵收費用的權利。閣下的電信運營商或供應商可能會就使用Samsung Pay 時的上網支援、數據使用或短信或其他相關事項作出收費(「收費」)。閣下須負責一切有關收費。

當閣下使用閣下的銀行卡與Samsung Pay 連接時，即視作同意收取本行的通知、自動撥打電話或短信至閣下的合資格移動裝置，包括閣下所提供的合資格移動裝置的電話號碼。如果閣下在任何時候撤銷此同意，本行可能會暫停或取消閣下使用閣下的銀行卡與Samsung Pay 之連接。

若裝置的修改不符合製造商的軟件或硬件準則，包括失去對硬件或軟件的控制，將視為不合資格移動裝置。

閣下承認及明白使用經修改裝置並使用銀行卡與Samsung Pay 連接是被禁止的，此舉違反了條款及細則，並授權本行拒絕閣下透過Samsung Pay 使用銀行卡的權限。

本行保留任何時候暫停或取消閣下連接Samsung Pay 的銀行卡的權利而毋須另行通知。

本行保留限制每日及/或每次之交易金額的權利。本行將決定此交易金額限制及對閣下作出通知。

資料收集及交換之授權

閣下承認及明白（i）三星電子香港，作為支援使用Samsung Pay 的銀行卡之技術供應商，以及三星的承辦商，代理商和附屬公司，以及（ii）設置於銀行卡之適用的支付網絡服務商（如萬事達卡國際有限公司及其附屬Maestro或VISA 及其子公司之互聯網），以及其他網絡承辦商、代理商和聯營公司，將有可獲取閣下於商戶透過Samsung Pay 使用銀行卡交易時的資料以作(1)履行下列用途; 及 (2) 顯示有關交易記錄; 及 (3) 檢測及處理舞弊/欺詐行為; 及 (4) 遵守相關法律和法規; 及 (5) 回應法律審查或監管機構作出的疑問; 及 (6) 改善及/或推廣Samsung Pay 的使用; 及 (7) 提供公司業務及/或技術性能報告。閣下承認及明白由閣下直接向三星、銀行卡之適用的支付網絡服務商，或其他支援Samsung Pay 的第三方的任何個人信息的使用和披露，將會根據該公司的隱私政策所管理。

SJUL25

商戶關係和免責聲明

商戶可能會向閣下提供折扣、回贈或其他Samsung Pay 的優惠（如免費送貨）（「優惠」）。這些優惠需受有關的條款及細則所約束，並可能隨時修改本條款及細則而無須另行通知。本行不會就閣下與商戶之間因優惠的互動所招致的損失或損害作出任何承擔。根據適用的法律和銀行卡相關條款，所有事項，包括交付貨物和服務、退貨和保養，完全乃為閣下和有關商戶之互動。閣下承認及明白本行就任何接納Samsung Pay 之商戶及其提供的優惠作出認可及保證。

更改Samsung Pay 之使用及條款及細則

根據適用的法律及法規，本行可於任何時候（i）終止閣下使用與Samsung Pay 連接的銀行卡，（ii）修改或禁止使用與Samsung Pay 連接的銀行卡所涉及的交易貨幣或金額，（iii）更改使用Samsung Pay 之銀行卡資格及/或（iv）改變銀行卡之驗證程序。

如本行就相關條款取消或禁止閣下的銀行卡，即使閣下的合資格移動裝置仍然顯示該銀行卡的符號，閣下的合資格移動裝置將不能繼續使用該銀行卡。

本行可能就與Samsung Pay 連結之銀行卡的條款及細則作出更改，並會於更改實施前向閣下作出通知。本行可能對該條款及細則不時加以修改。閣下須受該條款約束及不時瀏覽www.citibank.com.hk 查詢最新條款及細則。

保障和使用的責任

如閣下向他人透露個人密碼，即被視作閣下已授權該位人士使用Samsung Pay 發出交易指示。該位人士於Samsung Pay 透過指紋辨識或密碼所發出的任何交易指示亦將被視作已經獲得閣下的授權，因此未經授權的交易條款將不適用。

如果閣下於Samsung Pay 註冊閣下的銀行卡，閣下有責任確保:

(i) 不會與他人共用Samsung Pay ，即代表只有閣下能使用;

(ii) 閣下應與保管銀行密碼或私人密碼採取相同方式，包括:

(a) 不向他人透露;

(b) 將密碼與合資格移動裝置一起存放或存放於能與合資格移動裝置被盜的物品之上

（除非閣下已作出合理的能力去確保它的安全）;

(c) 不採用容易猜想之密碼，如閣下的出生日期或姓名的可辨認部分;

(d) 不會因嚴重疏忽而未能保護密碼之安全;

(iii) 閣下必須保持合資格移動裝置的安全（包括在不使用或於無人看守時鎖上裝置及當裝置更新防毒軟件。

(iv) 於拋棄合資格移動裝置前移除任何儲存於合資格移動裝置的銀行卡資料。

(v) 於無需使用 Samsung Pay 時， 關掉近距離無線通訊(NFC)功能。

於任何時候，閣下可以刪除或暫停閣下於Samsung Pay 所註冊的銀行卡及任何附屬卡持卡人亦可以刪除或暫停他們於Samsung Pay 所註冊的銀行卡。閣下作為主卡持卡人不能於Samsung Pay暫停附屬卡持卡人的銀行卡，但閣下可以致電2860 0333（24 小時）暫停或取消附屬卡。閣下請立即致電2860 0333（24 小時）如：

(i) 閣下已連接到Samsung Pay的銀行卡遺失或被竊;

(ii) 閣下的三星裝置遺失或被竊;

(iii) 閣下的三星裝置的流通服務在未經閣下的許可下突然中斷（這可能表示閣下的三星裝置及/或連接到Samsung Pay 的銀行卡存有未經授權的使用）或;

(iv) 閣下懷疑因閣下的合資格移動裝置或經未授權的人士使用閣下的密碼、銀行卡私人密碼或閣下其他的信用憑證登錄Samsung Pay 而涉及安全漏洞。

知識產權

所有知識產權，包括Samsung Pay（包括文本、圖象、軟件、照片和其他影像、視頻、聲音、商標和徽標）的所有專利、商業秘密、版權、商標和精神權利（「知識產權」），都歸三星、本行、本行的認可機構或第三方所擁有。在此條款及細則下，閣下沒有被授予任何由三星、本行、本行的認可機構或第三方所擁有的知識產權之權利。閣下承認及明白閣下於Samsung Pay 註冊任何銀行卡或於Samsung Pay 使用已連接的銀行卡時，不會獲得任何Samsung Pay 的擁有權。

免責聲明

Samsung Pay 是由三星所提供，而本行並不會提供任何保證。閣下承認及同意，閣下與Samsung Pay 連接的銀行卡會於本行不能控制的原因下不時出現延遲、中斷或受到破壞。本行或本行的附屬機構不會就此延遲、中斷、故障或類似故障而負上相關責任。

閣下承認及明白本行沒有參與閣下與三星之間的Samsung Pay 的條款及細則。本行並無擁有及不會就Samsung Pay 負責。本行不會為Samsung Pay 提供任何保證。本行不會為Samsung Pay 的性能負責及提供任何維修或其他支持服務。因此，本行對任何有關Samsung Pay 的索賠、損失、責任、損害賠償、成本或費用，包括但不只限於第三方的產品責任索償、聲稱Samsung Pay 不符合任何適用的法律或法規的要求的索償、根據消費者條例或類似的法例所引起的索償及知識產權侵權之索償，理應無須負上責任。任何有關使用Samsung Pay 的疑問或投訴，包括有關知識產權的投訴，請直接與三星聯絡。

本行不會就合資格移動裝置之性能或操作提供任何建議、推薦及陳述。閣下須就選擇合資格移動，以及一切有關合資格移動裝置的操作、性能及相關成本等負責。

應負責任的限制

在適用的法律所容許範圍內，因使用、不能使用、或無法使用Samsung Pay，包括使用閣下與Samsung Pay 所連結之銀行卡而引致利潤損失、商譽、使用、數據或其他無形的損失，或任何直接的、間接的、懲罰性的、偶然的、特殊的、後果的或懲戒性損失，本行、本行的承辦商、供應商，或認可機構（或其各自的附屬公司、代理、董事和僱員）均無須負上法律責任。

在適用的法律所容許範圍內，因（i）失誤、錯誤、或內容不準確，（ii）因登錄或使用Samsung Pay，包括使用閣下與Samsung Pay 所連結之銀行卡而引致的人身傷害或財產損失或任何性質的損失（iii）任何從Samsung Pay 發出或傳送至Samsung Pay 的訊息中斷或停止（iv）任何從Samsung Pay 發出或傳送至Samsung Pay 或第三方的錯誤、病毒、木馬或其他程式（v）因使用Samsung Pay 所發佈、電郵、傳輸或提供的資訊內容而引致任何錯誤或遺漏之損失和/或（vi）用戶內容對任何第三方的誹謗、攻擊性或非法行為，本行、本行的承辦商、供應商，或認可機構（或其各自的附屬公司、代理、董事和僱員）均無須負上法律責任。

相關賠償

於下述情況下，閣下應賠償、保護本行，並使本行不受傷害（和本行的員工、董事、代理、附屬公司和代表），並使本行免於任何和所有索償、費用、損失、傷害、判決、稅務評估、罰款、利息和費用（包括任何索

賠、訴訟、審計、調查、查詢、或通過個人或公司所設立的其他合理的律師費）：（a）閣下任何實際或涉嫌違規的陳述、保證或此條款及細則所確定的義務，包括任何違反本行的政策；（b）閣下不法或不正當使用 Samsung Pay，包括故意失實或欺詐行為；（c）閣下侵犯任何第三方的權利，包括但不限於任何隱私、知情權或知識產權；（d）閣下違反香港或任何其他國家的任何法律，法規或規章；（e）他人使用閣下的指紋辨識、私人密碼或其他適當的安全碼登錄或使用閣下的 Samsung Pay；（f）對銀行卡或 Samsung Pay 有影響的法律，法規或官方指令的任何變更，而該變更可能會借記到閣下的銀行卡上和/或由閣下按要求支付。

聲明及承諾

閣下聲明及對本行保證（i）閣下於Samsung Pay 註冊閣下的銀行卡時所登記的名稱乃是閣下本人的名字，並由閣下親自確定；（ii）閣下於Samsung Pay 註冊的乃是閣下本人所擁有之銀行卡(或閣下是附屬卡持有人）；（iii）閣下和閣下所授權的交易指示必須遵守所有香港法律和法規，包括任何適用的稅務法律和法規；（iv）閣下必須具有授權接收由本行發出的通知、來電和短信之能力；（v）閣下不會透過Samsung Pay 使用閣下的銀行卡進行任何欺詐行為，從而干擾Samsung Pay 的運作；(vi) 閣下不會授權於第三方使用閣下Samsung Pay 連結的銀行卡（vii）閣下在使用與Samsung Pay 連結的銀行卡時會遵守此等條款及細則。

移除閣下在 SAMSUNG PAY 的銀行卡

如閣下不再希望通過 Samsung Pay 使用或註冊閣下的銀行卡，請按照 Samsung Pay 的指示從 Samsung Pay 中刪除閣下的銀行卡。移除閣下在 Samsung Pay 的銀行卡並不會影響其實體卡的使用，如閣下選擇終止閣下的銀行卡，可以根據相關條款終止。

可分割性

無論任何時候，若本協議的任何條款及細則在任何方面屬於或變為失效或不能執行，其他條款及細則的有效性和可執行性一律不受任何影響。

第三者權利

除閣下及本行以外，任何人均不能強制執行香 港 法 例 第 623 章 《 合 約 (第 三 者 權 利) 條例 》 的 任 何 條 款或 享 有 任 何 條 款 中 的 利益。

SJUL25

法律

本協議須受香港法律管轄並按香港法律詮釋。

（注意：如中文譯本與英文本在文義上出現分歧，概以英文本為準。）

SJUL25