

CITI PAYALL SERVICE TERMS AND CONDITIONS

Please read carefully the following Citi PayAll Service Terms and Conditions ("**these Terms**") below which governs your use of the Service. These Terms may be amended at any time and from time to time by us at our discretion by giving reasonable notice to you, and the same shall become binding on you from the date of their adoption by us and shall be deemed to have come to your attention by their being displayed at our websites or any other mode which we deem fit.

1. DEFINITIONS

When we use the following words in these Terms, they have the meanings as respectively set out below:

Business Day

any day on which banks are open for business in Hong Kong other than Saturday, Sunday and public holidays in Hong Kong.

Card

the Citibank credit card issued by us and any renewal or replacement and if more than one credit card or if a supplementary credit card is issued by us, includes such other credit card(s).

Card Account

an account which you maintain with us in respect of the Card.

Cardholder

a person to whom a Card is issued and includes the Supplementary Cardholder where the context requires.

Compliance Obligation

our obligation to comply with applicable laws, regulations, subsidiary legislation, court orders, directives, guidelines and/or requirements of courts, regulatory authorities and government authorities (including the Hong Kong Monetary Authority and the Office of Foreign Assets Control of the United States Department of the Treasury) and any policies or guidelines of Citibank or Citigroup Organisation.

Citibank

Citibank (Hong Kong) Limited

Citigroup, Inc.

Citigroup, Inc., a corporation incorporated in the United States of America.

Citigroup Organisation

any affiliate or subsidiary of Citigroup, Inc.

Credit Limit

Credit limit assigned by Citibank, which may or may not include temporary credit limit as determined by Citibank from time to time.

Fee

the service charge or administrative fee for the Citi PayAll Service which may be amended from time to time by us at our discretion.

FPS

the Faster Payment System and related systems and services from time to time provided by HKICL.

FPS Services

the services provided by us to you from time to time to facilitate payments and funds transfers using the FPS.

HKICL

Hong Kong Interbank Clearing Limited, together with its successors and assigns.

Hong Kong

the Hong Kong Special Administrative Region of the People's Republic of China.

Malware

computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes which utilise computer software or telecommunications to obtain your personal data or security information (such as PIN, password, user id) or any other information related to you for malicious or fraudulent purposes, including, without limitation, through Structured Query Language injections, cross site scripting, worms, Trojan horses, adware or spyware.

Citi Mobile Token

the built-in security token which will let you authenticate designated transactions via Citi Mobile® App.

Merchants

merchants that are in scope for the Service, as designated and may be changed by Citibank from time to time.

Payee

the accountholder of the Payee Account or the party or Merchant who is the intended recipient of the Payment Amount.

Payee Account

a bank account located in Hong Kong, or a bill account number of a Merchant, as specified by you as the receiving account of the Payment Amount.

Payment

a payment made through the Service with your Card, to the relevant Payee, which is subject to such payment category/transaction/daily/monthly limits as may be determined by Citibank in its discretion.

Payment Amount

the aggregate dollar value of a Payment, and subject to Credit Limit

Payment Due Date

For non-instant Payment, the date you specify as the date by which your Payment Amount is to be paid to the Payee which must be a date falling at least 4 Business Days (or such other time period as we may determine from time to time) after the Payment Setup Date. In the event that Payment Due Date specified by you is not a Business Day, Payment to Payee may occur on the Business Day prior to the Payment Due Date instead. For instant Payment, the Payment Due Date is the same as Payment Setup Date.

Payment Charged Date

For non-instant Payment, a date, being two (2) Business Days (or such other time period as we may determine from time to time) prior to the Payment Due Date, on which your Card will be charged and debited. In case the Payment Due Date is a public holiday, Saturday or Sunday, the Payment Charged Date will be three (3) Business Days prior to the Payment Due Date. For instant Payment, your Card will be charged on the same day instead, and the Payment Charged Date will be the date of the instant Payment.

Payment Setup Date

a date, whether or not a Business Day, on which you set up the Payment and have authorized us to charge the Payment Amount to your Card.

Citi PayAll Service / Service

Citi PayAll Service rides on the HKICL FPS and the FPS Services and enables Cardholders to make Payments to various Payees with a Card, and includes any content, information, features, technologies and/or functionalities offered by Citibank to facilitate the provision of such platform and/or application, and all upgrades, updates and enhancements thereto.

Restricted Activities

all restricted activities in relation to your use of the Service including those specific activities described in Clause 4.6 and Clause 9.1 of these Terms.

Supplementary Card

a Card issued to a Supplementary Cardholder.

Supplementary Cardholder

the person who is issued a Supplementary Card.

We, our, us

Citibank (Hong Kong) Limited.

You, your, Cardholder

the person to whom the Card is issued and includes the Cardholder and each and every Supplementary Cardholder where the context requires.

2. CITI PAYALL SERVICE

- 2.1 The Service enables you to make payments to various Payees in connection with goods and/or services rendered by such Payees with your Card by paying a Fee. Payments made using the Service (i.e. Payment Amounts only, but not the Fees) may earn you rewards on your Card subject to the relevant rewards programme terms and conditions which is available for reviewing on our website. The rewards currency will depend on your Card type. The rewards will be credited only after your Card has been charged with the Payment Amount as well as the Fee. The Service also offers flexibility to allow you to select paying no Fee but earning no rewards from the relevant Payment.
- 2.2 The Service is governed by these Terms which may be amended by us from time to time at our discretion. The Service is also subject to the Terms and Conditions for FPS Services which governs FPS transactions involving your Card Account and is available for viewing on our website. Unless otherwise stated, in the event of any inconsistency between these Terms and the Terms and Conditions for FPS Services, these Terms shall apply. In addition, your Card Account is governed by the relevant Cardholder's agreement which is available for viewing on our website. Unless otherwise stated, in the event of any inconsistency between these Terms and the relevant Cardholder's agreement, these Terms shall apply.
- 2.3 We reserve the right to offer differential and promotional Fees to selected Cardholders based on an evaluation of their entire portfolio with Citibank.

3. ELIGIBILITY & PARTICIPATION

- 3.1 We may invite a Cardholder whose Card Account is in good standing to participate in the Service, as determined by us in our sole discretion. We are not obliged to provide the Service to any Cardholder and may not extend the invitation to any Cardholder at our sole discretion.

4. PAYMENTS

- 4.1 When you make a Payment using our Service, you are authorizing us to debit the Payment Amount and the applicable Fee from your designated Card and to credit such Payment Amount to your Payee Account. You agree that you must give prior notice to the Payee of the Payment so that the Payee can take necessary or corresponding steps to check and ensure receipt of the Payment.

- 4.2 When using the Service to make Payments, you are responsible for ensuring the accuracy and completeness of all account numbers and other details contained in your instructions. Failure to do so may result in your Payment being made to an incorrect Payee and/or an incorrect Payment Amount and we will not be responsible for such errors nor rectifying such errors or any resulting loss or damage incurred by you. We do not carry out any independent verification on the Payee Account and any other details provided by you. You are also responsible for maintaining sufficient Credit Limit on or before the Payment Charged Date.
- 4.3 You may specify the Payment Due Date(s) on which you require the specified Payment Amount to be transferred to your Payee Account and we will, on the Payment Charged Date, charge your Card in advance of such specified Payment Due Date. In the event that Payment Due Date specified by you is not a Business Day, Payment to Payee may occur on the Business Day prior to the Payment Due Date instead. To ensure that your Payment is made on time, you may select instant Payment or a Payment Due Date that is at least 4 Business days after the Payment Setup Date, and is a Business Day, to ensure that there is enough time to complete the Payment on or prior to the Payment Due Date.
- 4.4 You accept that we cannot guarantee the time at which the Payee Account will be credited by the relevant receiving or payee bank. To avoid incurring any late charge or other finance charges, you acknowledge that you must initiate a Payment sufficiently ahead of the due date of such Payment, and if Payment Due Date happens to be not a Business Day, you must make necessary arrangements to ensure Payment will be made on time. We will not be liable for any such late charges or other finance charges or for any other consequences or losses suffered or incurred by you arising from Payment not being made on time.
- 4.5 When you schedule recurring Payments, you authorize us to charge your designated Card automatically on a recurring basis at the frequency and for the period specified by you via the Service, without further reference to you for each such Payment. Where you have scheduled a recurring Payment on a designated Card and such Card is renewed or replaced with a Card bearing the same Card number, you acknowledge that these recurring Payments will be charged to such renewed or replaced Card.
- 4.6 We shall not be obliged to carry out any Payment and may reject any Payment transaction on your Card at our discretion. Without prejudice to the generality of the foregoing, you agree that you are not allowed to make Payments in respect of (i) any loan/debt repayments such as but not limited to mortgage repayments, credit card payments and loans, (ii) any cryptocurrency related transactions or such other transactions that we may determine at our discretion. You undertake to provide information, receipt or other documentary proof at any time as we may require to show that a Payment is not any of the foregoing transactions.
- 4.7 We may impose limits on the amount of Payments you can do on a payment category/transaction/daily/monthly basis. Such limits may be revised from time to time at our reasonable discretion.

- 4.8 You accept and agree that no refunds of Payment Amounts and/or Fees for whatever reason are permitted once charged to your Card Account. You may request to cancel a Payment transaction prior to the Payment Amount and Fee being charged to your Card Account but such request is subject to our approval and at our absolute discretion.
- 4.9 We may in good faith regard any instructions received from you which are referable to your Citi Mobile Token and/or such other identification number or security device as we may from time to time issue to you, or otherwise in accordance with our prescribed verification process, as authentic and duly authorised, whether or not actually authorised by you, and regardless of any subversion of any authentication process put in place by us, and shall be under no obligation to investigate the authenticity or authority of persons sending or purporting to send the instructions or to verify the accuracy and completeness thereof. Such instructions shall be deemed to be irrevocable and binding on you notwithstanding any conflict or inconsistency with any other prior instructions given by you to us or any error, lack of clarity or misunderstanding in any instructions received by us, provided that the instructions were provided in accordance with our prescribed verification process prevailing at the time.
- 4.10 You can also request to convert your eligible Payment into Citi Credit Card PayLite Installment Program ("the Program") at the time of Payment setup. Availability of the Program is subject to account status checking, available credit limit or loan limit (whichever applicable) at the time the request is received and the final acceptance by Citibank in its absolute discretion. If the request is declined by Citibank, the Payment instruction will be cancelled accordingly. You are not allowed to cancel the Program after the request is approved. For details, please refer to the Terms and Conditions for Citi Credit Card "PayLite" Installment Program.

5. EXCLUSION OF LIABILITY

- 5.1 You acknowledge that we are not responsible for any interruptions, errors, omissions, or delays in Service and/or the transfer of the Payment Amount to the Payee Account save for our gross negligence or willful default.
- 5.2 In the event that we are rendered wholly or partly unable to provide the Service by reason of causes beyond our control including (but not limited to) equipment, system or transmission link malfunction, failure or sabotage, fire, flood, explosion, acts of elements, acts of God, accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, Compliance Obligations, or by any other causes which we cannot reasonably be expected to avoid, the performance of our obligations as they are affected by such causes shall be excused for the continuance of such causes. We shall not be liable for any delay, loss, damage or inconvenience whatsoever caused by or arising from or in connection with any one or more of the above-mentioned causes.
- 5.3 Without prejudice to the generality of the foregoing, we shall not be responsible for any losses, damages, expenses (including any late/finance charges or penalties incurred by you) and where applicable, you shall compensate us for any losses damages and expenses incurred by us, in

connection with your use of the Service, including but not limited to any of the following situations: -

- (i) any delay or failure in delivery or transmission of Payment Amounts;
- (ii) any variation, cancellation or discontinuation of the Service;
- (iii) your Card Account is closed or your Card Account (or any credit balance therein, if any) has been put on hold or suspended;
- (iv) the Payment is rejected or cancelled because you do not have sufficient Credit Limit in your Card Account;
- (v) you have not provided us with complete and correct payment information, including without limitation the Payee Account number and Payment Amount(s);
- (vi) you have, in our opinion, misused or abused the Service;
- (vii) the Payment is delayed or rejected by us or by the receiving or payee bank (which holds the Payee Account) for any reason whatsoever;
- (viii) our taking of and processing of any of your Payment instructions in accordance with our prescribed verification process and acting upon them including where such instructions were given in subversion of our prescribed verification process, such as by means of any Malware;
- (ix) our observance of the Compliance Obligations;
- (x) your failure to comply with any applicable laws or regulations;
- (xi) your equipment (including computer, mobile, laptop or other handheld devices), software or any communications link is not working properly;
- (xii) the Service is unavailable or down for maintenance;
- (xiii) your use of the Service is being prohibited, restricted, delayed or otherwise affected by (A) the laws and regulations of the country from where the Service is accessed and/or the terms and conditions prescribed by the relevant service provider, information service provider, network provider, content provider, server or such other equivalent system in such country of access; (B) any law or regulation of any jurisdiction, regional or international authority which governs any use or any component of the Service, the relevant internet service provider, information service provider, network provider, content provider, server or such other equivalent system; (C) any act or omission by the relevant internet service provider, information service provider, network provider, content provider, server or such other equivalent system; (D) our modifying, maintaining or upgrading of the Service and/or the relevant webpages; and/or (E) our terminating or modifying the Service;

- (xiv) the fraud, negligence, default, act or omission of any third party; or
- (xv) Service disruption due to network infrastructure and system design.

5.4 We may at our absolute discretion, from a risk management perspective, security perspective or if required by the relevant authority or under any applicable law, without notice to you and without giving any reason, suspend your right to the Service and may terminate the Service. Save as provided above, we may terminate the Service at any time at our discretion with reasonable notice.

5.5 Your use of the Service is entirely at your own risk and without prejudice or limitation to any of these Terms, we will not be responsible for any losses, damages, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of any opportunity) suffered by you or any third party arising from us acting or not acting on any such instruction for any reason whatsoever, except in the case of our gross negligence or wilful default. You agree that for the avoidance of doubt, we shall not be liable to you for any losses or damages, expenses or costs whatsoever (including without limitation, any direct, indirect, special, incidental or consequential damages, loss of profits or loss of any opportunity) arising out of or in connection with the disclosure to any person of any information whatsoever regarding you, the Card Account(s) arising in any way as a result of or from or in connection with your neglect or failure to keep your Citi Mobile Token or other security-related information (for example password, PIN, biometric credentials) confidential or your use of the Service, except in the case of our gross negligence or willful default.

5.6 Chargeback rights/protection is not applicable to Payment transactions under the Service because such transactions will not go through credit card associations so the credit card associations chargeback rules will not apply. As such, you agree and accept that there is no chargeback right or dispute handling for transactions effected through the Service, and we do not accept dispute or chargeback handling for the Service. Any contract between you and a Payee in respect of any goods or services provided to you by the Payee, or in respect of any payment obligation between you and a Payee, is independent of these Terms and is entirely between you and such Payee. Accordingly, we assume no responsibility and will have no liability of any kind whatsoever in respect of your dealings with Payees including with regards to the Payment Amount, the proper and timely delivery of goods or services by Payees, cessation of business, winding up or bankruptcy of Payees. You remain solely and fully responsible for the timely and complete fulfillment of all your obligations towards your Payee (whether under contract or at law), including all payments to be made by you to a Payee. You agree to pursue all claims and disputes against the relevant Payee directly.

6. FEES AND TAXES

6.1 You may be charged a Fee for every Payment you make through the Service which will be disclosed to you when you use the Service. This applicable Fee is payable in addition to the Payment

Amount, and by using the Service, you authorize us to charge the applicable Fee to your Card at the same time as, and in addition to, the corresponding Payment Amount. The Fee may be amended by us from time to time at our discretion provided that the Fee will be disclosed to you when you use the Service.

- 6.2 You shall be responsible for any tax or any other levies or charges whatsoever now or hereafter imposed by law or required to be paid in respect of any Payment and you shall compensate us for any payment of such taxes made by us (if any) on your behalf.

7. RELEASE OF INFORMATION

- 7.1 You agree that we may disclose any information whatsoever regarding you and/or your Card Account(s) and/or your Payments in connection with the Service to:

- (a) any of our affiliates (wheresoever situate);
- (b) any of our agents, servants, correspondents, independent contractors and/or associates;
- (c) any party (such as Payee), bank or financial institution involved in the Payment which includes the receiving or payee bank of the Payment Amount (i.e. the bank which holds the Payee Account);
- (d) the police, regulators of competent jurisdiction or any public officer conducting investigations in connection with any offence or alleged offence; and/or
- (e) any other parties as referred to in the Terms and Conditions for FPS Services, including without limitation HKICL and/or any other participants in the HKICL FPS.

- 7.2 If the information provided by you regarding a Payment includes personal data or other information of any person other than yourself (such as those of a Payee), you confirm that you will obtain and have obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by us, HKICL and other participants in the HKICL FPS involved in the Payment.

8. FUND HOLDS

At our sole discretion, we may place temporary holds on Payments or suspend, cancel, deny, stop or reverse any Payment without any liability to you or any third party (including for late fees, penalties, or interest imposed as a result of late payment), including for the following reasons: (a) in order to verify the identity or status of the Payee or to conduct such checks as we may deem necessary; (b) to observe our Compliance Obligations; (c) if you have brought a claim against us and that claim has not been resolved; (d) if you may have committed a breach of these Terms; or (e) we have reason to believe that the Service is used for Restricted Activities or any unauthorized, illegal or fraudulent activity. We have the right to request more information from you or any third party regarding a Payment before a hold is released and have absolute discretion to determine whether to release a hold.

9. YOUR RESPONSIBILITY

9.1. When accessing or using the Service, you must comply with any prescribed verification procedures, or other procedures, directions and instructions communicated by us to you. Further, you hereby represent and warrant that you shall not, in connection with your access or use of the Service:

- (a) use the Service other than exclusively for the types of Payments and Payees we allow;
- (b) send money to yourself or recipients who have not provided you with goods or services (unless expressly allowed by us);
- (c) provide yourself or any other party a cash advance from your Card (or help other parties to do so);
- (d) breach these Terms;
- (e) engage in any fraudulent, illegal or unlawful activity whether intentionally or unintentionally, or breach any regulations, rules, notices, instructions or directives of any regulatory body or authority, governmental agency or national or other securities exchange;
- (f) infringe our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights;
- (g) use the Service in a manner that we reasonably believe to be in breach of the relevant card association or network rules; and/or
- (h) use the Service to operate or engage in any business regulated by the Hong Kong Monetary Authority or any other relevant regulatory body. Such businesses include but are not limited to money service or remittance businesses or virtual currency exchanges.

9.2 Where we determine that you have engaged in any Restricted Activities, or committed a breach of these Terms or any applicable laws or regulations, or if we suspect that you have engaged in fraudulent or illegal activity in connection with the Service, we shall be entitled to take such action as we may deem appropriate including the following: (a) rejecting, cancelling or reversing any Payment, (b) terminating, suspending, or limiting your access to or use of the Service (such as limiting your ability to submit Payments); (c) updating inaccurate information you provided to us; and/or (d) refusing to provide our Service to you in the future. You agree to cooperate fully with any investigation that we conduct in connection with the foregoing, including without limitation providing information, receipt or such other documentary proof as we may require for the purpose of such investigation.

10. INDEMNITY

10.1 You will compensate us and hold us harmless against any loss, damage, liability, cost and expense (including legal costs) which we may reasonably incur or suffer as a result of or in connection with your Card Account and/or the Service and/or these Terms, including without prejudice to the generality of the foregoing:-

- (a) your breach of any of your obligations under these Terms;
- (b) the actual or attempted enforcement or protection of any of our rights and remedies against you; and/or
- (c) any change in any law, regulation or official directive which has an effect on the Service, the Card, the Card Account and/or these Terms,

and the same may be charged to your Card Account and/or shall be paid by you on demand.

11. NO REPRESENTATIONS OR WARRANTIES

11.1 You expressly understand and agree that your use of the Service is at your sole risk. THE SERVICE IS PROVIDED TO YOU "AS IS", "AS AVAILABLE" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH ANY DESCRIPTION, NON-INFRINGEMENT OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED). WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, EXCEPT IN THE CASE OF OUR GROSS NEGLIGENCE OR WILFUL DEFAULT. IN PARTICULAR, WE MAKE NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE OR ERROR-FREE.

12. INTELLECTUAL PROPERTY

12.1 You acknowledge that all proprietary rights relating to and in connection with the Service (including without limitation the Citibank websites or webpages on which the Service is hosted) and all updates thereof, including without limitation any title, trademark rights, patent rights and copyrights, shall at all times vest and remain with us.

13. GENERAL

13.1 These Terms are governed by Hong Kong law and you hereby submit irrevocably to the non-exclusive jurisdiction of the Hong Kong courts.

13.2 Nothing in these Terms shall confer on any third party a right to enforce any provision herein and the provisions of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of

Hong Kong) which might otherwise be interpreted to confer such rights shall not apply and are expressly excluded from applying herein and no consent of any third party is required for any variation (including any release or compromise of any liability) or termination of these Terms and conditions.

- 13.3 You understand that as a subsidiary of Citigroup Inc., a U.S. financial holding company, we are required to observe certain U.S. laws and regulations, including but not limited to those relating to economic sanctions on certain countries, organizations and/or individuals issued by the U.S. government. You understand and accept that these laws and regulations may result in us taking or refraining from taking certain actions, including but not limited to suspending or terminating your Card Account(s) or holding or returning the funds which are the subject of payment instructions made by you or in your favour. Neither Citibank (Hong Kong) Limited nor any member of Citigroup Organisation will be liable for any loss to you as a result of our taking or refraining from taking any actions (which we consider in our sole determination, to be appropriate or requested) to comply with any U.S. laws or regulations.