

CITIBANK CREDIT CARD AGREEMENT TERMS AND CONDITIONS

(Applicable to Citibank Classic Card, Citibank Gold Card, Citibank Rewards Card, Citibank PremierMiles Card, Citi Clear Card, Citibank AXA Credit Card, Citibank IT VISA Card, Citi Prestige Card, Citibank Ultima Card, Shell Citibank Platinum Card and Citibank Cash Back American Express® Card) (Effective on July 1, 2014)

Citibank 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.

time, arrangements to settle the Charges should be made prior to his departure.

7. LOSS OR THEFT OF THE CARD

7.1 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 24-hour CitiPhone Banking 2860 0333 / Platinum Service Line 2860 0360 (for Citibank Platinum Cardholders only) / Ultima Service Line 2860 0308 (for Citibank Ultima Cardholders only) / Citi Prestige Service Line at 2860 0338 (for Citi Prestige Cardholders only) / American Express Service Line 2860 0366 (for Citibank Cash Back American Express® Cardmembers only) if any card is lost or stolen or when someone else knows his PIN.

7.2 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 7.1, 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).

7.3 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.

8. RIGHTS OF THE COMPANY

8.1 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.

8.2 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.

8.3 The Cardholder agrees that (a) the Company, (b) any of its Group Companies, and/or (c) any of its Third Party Providers may withhold or deduct any collected amount, meaning an amount for or on account of, or which represents, withholding, income tax, value added tax, tax on the sale or disposition of any property, duties, or any other lawfully collected amount (the "Collected Amount"), which is required to be withheld or deducted to comply with any Law or Regulation from any payment to the Cardholder, or to or from the Account or any of the Cardholder's accounts. Any Collected Amount shall be timely paid to the relevant Authority in accordance with the relevant requirement. The Cardholder will be notified of any Collected Amount as soon as reasonably practicable. The Cardholder acknowledges that the Company will not be required to reimburse the Cardholder for any amount withheld 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 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.

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

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

The Company further reserves the right to refuse to process or pay any Transaction if the Company reasonably believes that by processing or paying the Transaction, (a) the Company, (b) Citigroup Inc. and its group of companies, including the Company (the "Group Companies"), and/or (c) any third party selected by the Company or any of its Group Companies to provide services to it and who is not a payment infrastructure provider (meaning a third party that forms part of the global payment system infrastructure, including without limitation, communications, clearing 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.

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

(a) any submitted request for the Plan and the Transaction itself cannot be cancelled, altered or reversed. Availability of the Plan is subject to account status checking and the final acceptance by the Company in its absolute discretion;

(b) the full Transaction amount will be held from the Customer Credit Limit. Each installment is irrevocable and will be debited monthly from the Account. Any return or exchange of products will not affect the payment obligations under the Plan; and

(c) 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.

4. TRANSACTIONS RELATING TO INVESTMENTS

4.1 Where the Card is used for effecting payment of subscription or purchase price of any investment product with the Company, whether by way of one-off payments, through savings plans or other arrangements, such Transaction shall not be regarded as a source of credit for the purpose of investment.

4.2 The entire subscription or purchase amount of any investment product with the Company will be debited from the Account and be payable by the Cardholder / Cardmember as such in accordance with the terms of this Agreement, failing which, Charges shall apply where applicable.

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 / Cardmember a monthly statement ("Statement") of the Account setting out details of all

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 / 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.

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.

10. E-STATEMENT SERVICE

10.1 By enrolling for and using the service in which an electronic form of statement of account(s) ("e-Statement") will be made available by electronic means (the "Service"), the Cardholder / Cardmember accepts and agrees to be bound by this Clause 10. Upon enrollment for the Service, the Cardholder / Cardmember will no longer receive his Statements in paper form. The Cardholder / Cardmember agrees to abide by any and all laws, rules, regulations and official issuances applicable to the Service, 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 Service.

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

10.3 A password (as may be designated by the Cardholder / Cardmember or the Company from time to time) is required to open, read or access the e-Statement available on Citibank online banking or received via the Cardholder's / Cardmember's registered email address. The Cardholder / Cardmember shall keep the password secure and confidential and shall not disclose or permit it to be disclosed to any other person.

10.4 The Company has the discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the Service without giving any reason or prior notice. The Company reserves the right to impose such fee(s) for the Service from time to time at its sole discretion at any time by giving prior notice to the Cardholder / Cardmember.

10.5 The Cardholder / Cardmember understands that the Service is 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 Service secure.

10.6 The Cardholder / Cardmember undertakes to provide to the Company with his updated and correct email address in order to use the Service.

10.7 Upon failing to send emails in connection with the Service to the

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).

5.3 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 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 / Cardmember may pay any larger sum he wishes. For the avoidance of doubt, the full amount of any Transaction relating to the subscription or purchase of any investment product with the Company shall be included in the amount of the Minimum Payment Due.

(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 based on the Statement Balance of the Previous Statement at the time the late charge is added 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

Cardholder / Cardmember with reasonable retry, the Service will be automatically cancelled and the Company will resume sending Statements in paper form to the Cardholder / Cardmember.

10.8 To cancel enrollment for the Service, the Cardholder / Cardmember shall give prior notice at least 10 working days before the next Statement date through Citibank online banking or at least 15 working days through 24-Hour CitiPhone Banking at (852) 2860 0333 / Platinum Service Line 2860 0360 (for Citibank Platinum Cardholders only) / Ultima Service Line 2860 0308 (for Citibank Ultima Cardholders only) / Citi Prestige Service Line at 2860 0338 (for Citi Prestige Cardholders only) / American Express Service Line 2860 0366 (for Citibank Cash Back American Express® Cardmembers only) or Citibank branches. Upon cancellation of enrollment for the Service, the Company will resume sending Statements in paper form to the Cardholder / Cardmember.

10.9 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 Service unless they are caused solely and directly by the Company's gross negligence or willful default.

10.10 The Cardholder / Cardmember agrees that the Company shall use reasonable effort to ensure that the Service is 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 Service. The Cardholder / Cardmember confirms that he understands and accepts all possible risks involved in using the Service including, without limitation, the Service or e-Statement being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the Cardholder's / Cardmember's authorization.

10.11 The Service uses 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 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.

11. E-ALERT SERVICE

11.1 The Cardholder / Cardmember agrees that by enrolling for and using the service(s) wherein the Company will send alerts via electronic means ("e-Alert Services"), the Cardholder / Cardmember accepts and agrees to be bound by this Clause 11 and to pay any fee associated with the use of the e-Alert Services. The Cardholder / Cardmember agrees to abide by any and all laws, rules, regulations and official issuances applicable to the e-Alert Services, now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services the Company may from time to time make available to the Cardholder / Cardmember in connection with the e-Alert Services.

11.2 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.

11.3 The Cardholder / Cardmember agrees that the Company shall use reasonable effort to ensure that the e-Alert 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 e-Alert Services. The Cardholder / Cardmember confirms that he understands and accepts all possible risks involved in

service fee as specified in the Fees Schedule will be charged to the Account for any payment through cash deposit or for retrieval of any records in connection with the Card.

(g) Return Check / Reject Autopay Fee

A return handling fee as specified in the Fees Schedule will be charged for any check issued in settlement of account which is dishonoured by the bank on which it is drawn or in relation to any autopay authorization which is either dishonoured or revoked.

(h) Lost Card Replacement Fee

A handling fee as specified in the Fees Schedule will be charged for the issuance of any replacement Card.

(i) Collection Fee

If payment is made by the Cardholder / 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 as specified in the Fees Schedule will be imposed for any dispute proved to be invalid after investigation.

(l) Default Finance Charge

The Company will review the Account monthly to determine whether default finance charge is chargeable to the Account. If the Minimum Payment Due is not received by the Company on or before the Payment Due Date specified in any Statement, a default finance charge as stated in the Fees Schedule will be charged (instead of the finance charge) on the unpaid balance of the second following Statement as well as all new Transactions incurred from the date of the second following Statement notwithstanding that all such new Transactions will not be payable until the Payment Due Date specified in that Statement. Such default finance charge will continue to apply until the respective Minimum Payment Due in any six consecutive Statements is received on or before the Payment Due Date specified in the relevant Statement, after which the finance charge will, where applicable, apply. The default finance charge will be calculated and accrued on a daily basis.

(m) Credit Balance Withdrawal by Check Handling Fee

A handling fee as specified in the Fees Schedule will be charged for each credit balance withdrawal by check.

(n) Statement Retrieval Fee

A handling fee as specified in the Fees Schedule will be charged for request for retrieval of statement.

(o) Sales Draft Retrieval Fee

A handling fee as specified in the Fees Schedule will be charged for request for retrieval of sales draft.

(p) Personal Data Access Request

A handling fee as specified in the Fees Schedule will be charged for each personal data access request.

(q) Instant Temporary Customer Credit Limit Upgrade Fee

A handling fee as specified in the Fees Schedule will be charged on the full amount of the instant temporary upgraded credit limit granted to the Cardholder / Cardmember.

(r) Dynamic Currency Conversion Fee

A dynamic currency conversion fee as specified in the Fees Schedule will be charged with respect to any dynamic currency conversion transaction effected in places outside Hong Kong for which the value of the Transaction is debited to the Account in Hong Kong dollars.

(s) Interest-Free Installment Plan Cancellation Handling Fee

A handling fee as specified in the Fees Schedule will be charged in the event of cancellation of Interest-Free Installment Plan.

5.4 Transactions which are effected in currencies other than Hong Kong dollars are converted from the transaction currency into Hong Kong dollars at a wholesale market rate selected by VISA / MasterCard /

using the e-Alert Services including, without limitation, the e-Alert Services being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the Cardholder's / Cardmember's authorization.

11.4 The Cardholder / Cardmember acknowledges that any information received by the Cardholder / Cardmember via his telecommunications equipment pursuant to the e-Alert 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 e-Alert 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 gross 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's / 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.

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

11.7 The e-Alert 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 e-Alert 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.

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 / 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.

12.2 The Cardholder / Cardmember 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 / 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.

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 / Cardmember in substitution for the Card.

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.

5.5 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.

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 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 / 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.

6.3 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.

6.4 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.

6.5 Payments and credits to the Account may be applied in the following order: (1) legal and debt collection fees; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, over limit charges, service, return check / reject autopay, card replacement and charge dispute handling fees; (5) outstanding 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.

6.6 Without prejudice to the other terms of this Agreement, if the Cardholder / Cardmember should be absent from Hong Kong for some

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 stipulated by the Company in accordance with the applicable code of practice.

13.2 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.

13.3 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.

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 for any loss or damage suffered by the Cardholder resulting in any way from a refusal to act on the instructions under this clause.

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

 citibank

 citi

Citibank Credit Card is issued by Citibank (Hong Kong) Limited. ©2014 Citibank, Citi and Citigroup and Arc Design are registered service marks of Citibank, N.A. or Citigroup Inc. Citibank (Hong Kong) Limited

Amendments to (i) Citibank Credit Card Agreement Terms and Conditions; (ii) Citibank UnionPay Credit Card Agreement Terms and Conditions; (iii) Octopus Citibank Credit Card Agreement Terms and Conditions; and (iv) Diners Club Card Agreement Terms and Conditions

We would like to inform you that certain provisions of (i) Citibank Credit Card Agreement Terms and Conditions; (ii) Citibank UnionPay Credit Card Agreement Terms and Conditions; (iii) Octopus Citibank Credit Card Agreement Terms and Conditions; and (iv) Diners Club Card Agreement Terms and Conditions will be amended. Details of the amendments can be found in the attached Notice of Amendments.

The following are the key features of the amendments:-

- To adjust the annual membership fee of the Citi Clear Card.
- To clarify the arrangement in respect of the cash advance fee and charge under the Citibank UnionPay Credit Card Agreement which is applicable to Citi Rewards UnionPay Card.
- To insert terms to cater for our new "e-Advice Service" and to rename our "e-Alert Service" as "Citi Alerts Service".
- To insert a new provision in response to the newly enacted Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).
- To insert a new provision in relation to the new Paper Statement Fee to the (i) Citibank Credit Card Agreement Terms and Conditions; (ii) Citibank UnionPay Credit Card Agreement Terms and Conditions; and (iii) Octopus Citibank Credit Card Agreement Terms and Conditions, and to make relevant amendments to the Citibank Credit Card/ Diners Club Key Facts Statement and Fees Schedule.
- To delete clauses in relation to transactions relating to investments and to make relevant amendments to the Citibank Credit Card/ Diners Club Key Facts Statement and Fees Schedule.
- To amend the provision in respect of the payment arrangement.
- To rename the credit card agreements.

Notice of Amendments

The following amendments regarding the use of credit cards will be effective on and from February 1, 2016 ("Effective Date"). Details of the amendments are listed as follows.

a) Annual Fee

The annual membership fee of Citi Clear Card will be amended to **HK\$300 and HK\$150** for principal card and supplementary card respectively.

The annual membership fee of Citi Clear Card stipulated in the Citibank Credit Card / Diners Club Card Key Facts Statement and Fees Schedule will be amended.

Annual Membership Fee	Principal card	Supplementary card
Citi Clear Card	HK\$180 HK\$300	HK\$90 HK\$150

b) The following underlined amendments for clause 5.4 (c) of the Citibank UnionPay Credit Card Agreement (applicable to Citi Rewards UnionPay Card only) are applicable

Amendments regarding the Cash Advance Fee and Charge of the Citibank UnionPay Credit Card Agreement:

5.4 (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 in each Account (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 relevant Account. If the Cardholder withdraws

HKD cash at UnionPay-automated teller machines in Hong Kong (including Citibank automated teller machines), such cash withdrawal will be treated as a cash advance from the HKD Account. If the Cardholder withdraws CNY cash at UnionPay-automated teller machines (including Citibank automated teller machines) in Mainland China (excluding Macau), such cash withdrawal will be treated as cash advance from the CNY Account. If the Cardholder withdraws cash at overseas UnionPay automated teller machines (including UnionPay automated machines in Macau, and excluding those in Mainland China and Hong Kong), such cash withdrawal will be treated as cash advance from the HKD Account. Unless otherwise notified by the Company, no cash withdrawal in CNY may be made at UnionPay automated teller machines in Hong Kong (including Citibank automated teller machines). Unless otherwise notified by the Company, if the Cardholder withdraws cash at ATMs with a JETCO logo, a UnionPay logo or at Citibank ATMs in Hong Kong, Macau, or other countries (excluding Mainland China), the withdrawal will be treated as a cash advance from the HKD Account. If the Cardholder withdraws CNY at ATMs with a JETCO logo (excluding Citibank ATMs in Mainland China, it will be treated as a cash advance from the HKD Account, but will be treated as a cash advance from the CNY Account if the withdrawal is made at ATMs with a UnionPay logo or at Citibank ATMs (excluding ATMs with a JETCO logo). All finance charges will be calculated and accrued on a daily basis. The total of the cash advance fee and the finance charge in respect of each Account will be shown as a cash advance charge of the relevant Account 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.

c) Amendment to Credit Card Agreements

For the avoidance of doubt, all references to clauses are references to the clauses in the relevant agreement before the amendment unless the context requires otherwise.

Unless this Notice provides otherwise, a term or an expression defined in the relevant agreement shall have the same meaning when used in this Notice.

Where the amendment in this Notice relates to the Diners Club Card Agreement,

- a reference to "Cardholder" shall be deemed to be a reference to "Cardmember"; and
- a reference to "the Company" shall be deemed to be a reference to "Diners".
- a reference to the double underlined sentence in the amended Clause 10.7 below shall be deemed to be a reference to "Diners Club 24-Hour Customer Service at (852) 2860 1888".

Where the amendment in this Notice relates to the Citibank Credit Card Agreement, a reference to "Cardholder" shall be deemed to be a reference to "Cardholder/Cardmember".

1. Clause 10 of Citibank Credit Card Agreement, Citibank UnionPay Credit Card Agreement, Octopus Citibank Credit Card Agreement and Diners Club Card Agreement shall be amended as follows:

10. E-STATEMENT SERVICE/E-ADVICE SERVICES

10.1 By enrolling for and using the service in which an electronic form of statement of account(s) (the "e-Statement" 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 in paper form 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 A password (as may be designated by the Cardholder or the Company from time to time) is required to open, read or access the e-Statement available on Citibank online banking or received via the Cardholder's registered email address. The Cardholder shall keep the password secure and confidential and shall not disclose or permit it to be disclosed to any other person.

10.4 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.

10.5 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 services and equipment. The Cardholder shall keep such equipment used for the e-Statement Service and/or e-Advice Service secure.

10.6 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.

10.7 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.

10.8 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 24-Hour CitiPhone Banking at (852) 2860 0333 / Platinum Service Line 2860 0360 (for Citibank Platinum Cardholders only) / Ultima Service Line 2860 0308 (for Citibank Ultima Cardholders only) / Citi Prestige Service Line at 2860 0338 (for Citi Prestige Cardholders only) / American Express Service Line 2860 0366 (for 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.

10.9 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 caused to the Cardholder or 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 gross negligence or willful default.

10.10 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 Service or 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.

10.11 10.10 The e-Statement Service uses 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.

2. Clause 11 of Citibank Credit Card Agreement, Citibank UnionPay Credit Card Agreement, Octopus Citibank Credit Card Agreement and Diners Club Card Agreement shall be amended as follows:

11. E-ALERT/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 ("e-Alert/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 e-Alert/Citi Alerts Services. The Cardholder agrees to abide by any and all laws, rules, regulations and official issuances applicable to the e-Alert/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 e-Alert/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 e-Alert/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 e-Alert/Citi Alerts Services. The Cardholder confirms that he understands and accepts all possible risks involved in using the e-Alert/Citi Alerts Services including, without limitation, the e-Alert/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 e-Alert/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 e-Alert/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 gross negligence or willful default on the part of the Company or of such telecommunications company. In particular, the Cardholder understands that neither the Company nor any such telecommunications company shall assume any liability or responsibility for consequences arising from any cause beyond its reasonable control including, without limitation, failure of the Cardholder's telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, Internet service provider failure, power failure, malfunction, interruption or inadequacy of equipment or installation, act of God, government act, civil commotion, strike, war, fire, flood or explosion.

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

11.7 The e-Alert/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 e-Alert/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.

3. A new Clause 14.7 shall be inserted after Clause 14.6 of the Citibank Credit Card Agreement, Citibank UnionPay Credit Card Agreement, Octopus Citibank Credit Card Agreement and Diners Club Card Agreement as follows :

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).

4. Clause 5.3 (t) shall be inserted into Citibank Credit Card Agreement, Octopus Citibank Credit Card Agreement and Clause 5.4(t) shall be inserted into Citibank UnionPay Credit Card as follows:

Paper Statement Fee

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

5. The Paper Statement Fee will be inserted into the Citibank Credit Card / Diners Club Card Key Facts Statement and Fees Schedule under the "Fees" section as follows:

Paper Statement Fee

HK\$20 if clients receive paper statements within a 6-month period (i.e. Jul to Dec and/or Jan to Jun every year)

(Remarks: 1. HK\$20 if clients receive paper statements within February to June 2016, or each 6-month period thereafter (i.e. Jul to Dec and/or Jan to Jun every year); 2. The paper statement fee is not applicable to Diners Club Card)

The following amendments regarding the use of credit cards will be effective on and from March 1, 2016 ("Effective Date"). Details of the amendments are listed as follows.

6. Clause 4 of Citibank Credit Card Agreement, Citibank UnionPay Credit Card Agreement and Octopus Citibank Credit Card shall be deleted in its entirety and Clauses 5 to 14 shall be renumbered as 4 to 13 as follows:

4. TRANSACTIONS RELATING TO INVESTMENTS

4.1 Where the Card is used for effecting payment of subscription or purchase price of any investment product with the Company, whether by way of one-off payments, through savings plans or other arrangements, such Transaction shall not be regarded as a source of credit for the purpose of investment.

4.2 The entire subscription or purchase amount of any investment product with the Company will be debited from the Cardholder's designated Account and be payable by the Cardholder as such in accordance with the terms of this Agreement, failing which, Charges shall apply where applicable.

7. Clause 4 of Diners Club Card Agreement shall be deleted in its entirety and Clauses 5 to 14 shall be renumbered as 4 to 13 as follows:

4. TRANSACTIONS RELATING TO INVESTMENTS

4.1 Where the Card is used for effecting payment of subscription or purchase price of any investment product with Citibank, whether by way of one-off payments, through savings plans or other arrangements, such Transaction shall not be regarded as a source of credit for the purpose of investment.

4.2 The entire subscription or purchase amount of any investment product with Citibank will be debited from the Cardmember's designated Account and be payable by the Cardmember as such in accordance with the terms of this Agreement, failing which, Charges shall apply where applicable.

8. Clause 5.3 (a) of Citibank Credit Card Agreement and Octopus Citibank Credit Card Agreement shall be amended as follows:

5.3(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. For the avoidance of doubt, the full amount of any Transaction relating to the subscription or purchase of any investment product with the Company shall be included in the amount of the Minimum Payment Due.

9. Clause 5.4 (a) of Citibank UnionPay Credit Card Agreement shall be amended as follows:

5.4(a) Minimum Payment Due

The "Minimum Payment Due" in respect of each Account as shown on the Statement ("Minimum Payment Due") although the Cardholder may pay any larger sum he wishes. For the avoidance of doubt, the full amount of any Transaction relating to the subscription or purchase of any investment product with the Company shall be included in the amount of the Minimum Payment Due in the relevant Account.

10. Clause 5.4 (a) of Diners Club Card Agreement shall be amended as follows:

5.4(a) Minimum Payment Due

For the purpose of this Clause 5.4, the "Minimum Amount Due" (currently (a) The total of the currently billed finance charge, default finance charge, late charge, other fees and charges and the full amount

of any Transaction relating to the subscription or purchase of any investment product with Citibank (if any), (b) 1.5% of the Current Balance below the Payment Line, and (c) 100% of the Current Balance above the Payment Line excluding item (a), where applicable.) as shown on the Statement ("Minimum Amount Due") although the Cardmember may pay any larger sum he wishes.

11. The Minimum Payment Due of the Citibank Credit Card / Diners Club Card Key Facts Statement and Fees Schedule shall be amended as follows:

- The total of all current month's interest, annual fee, late charge, past due amount, overlimit amount, other fees and charges and the full amount of any transaction relating to the subscription or purchase of any investment product with any Citi entities (including but not limited to Citibank (Hong Kong) Limited, Citibank, N.A. Hong Kong Branch & Citicorp International Limited) if any; and
- 1.5% of statement balance (exclude item a, where applicable)

12. Clause 6.1 of Citibank Credit Card Agreement, Citibank UnionPay Credit Card Agreement and Octopus Citibank Credit Card Agreement shall be amended as follows:

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 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.

13. Clause 6.1 of Diners Club Card Agreement shall be amended as follows:

6.1 Payments to Diners may be made by such means as Diners will from time to time stipulate. If payments are made through a customer activated terminal or other payment means acceptable to Citibank, such payments will be subject to Citibank'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 Citibank will be credited to the Account in the amount confirmed by the cash count of Citibank's staff members or its agents.

14. The credit card agreements shall be renamed as follows:

- Citibank Credit Card Agreement shall be renamed as Citi Credit Card Agreement.
- Citibank UnionPay Credit Card Agreement shall be renamed as Citi UnionPay Credit Card Agreement.
- Octopus Citibank Credit Card Agreement shall be renamed as Octopus Citi Credit Card Agreement.

Please feel free to contact our 24-hour CitiPhone Banking at (852) 2860 0333 if you have any questions on the above amendments. You may also refuse to accept the above amendments and thereby terminate the relevant agreement(s) by invoking your right under such agreement(s). The amendments shall be binding on you if you continue to use or maintain your card(s) or account(s) with us on or after the Effective Date. If there are any discrepancies between the English and Chinese versions, the English version shall prevail.

有關(i) Citibank信用卡合約條款及細則、(ii) Citibank銀聯信用卡合約條款及細則、(iii) 八達通Citibank信用卡合約條款及細則及(iv) 大來信用証合約條款及細則之修訂

花旗銀行(香港)有限公司及大來信用証國際(香港)有限公司分別謹此通知，(i) Citibank信用卡合約條款及細則、(ii) Citibank銀聯信用卡合約條款及細則、(iii) 八達通Citibank信用卡合約條款及細則及(iv) 大來信用証合約條款及細則之某些條款將被修訂。詳情請參閱附上的更改通知。

以下是修訂的主要重點：

- 調整Citi Clear Card之年費。
- 為了釐清有關Citibank銀聯信用卡合約的現金透支費用及收費而該合約適用於Citi Rewards銀聯信用卡。
- 為迎合我們新的「電子通知書服務」，新條款將被加入，並重新命名我們的「電子提示服務」為「Citi Alerts即時短訊服務」。
- 因應新制定的香港法例第623章《合約（第三者權利）條例》，新條款將被加入。
- 因應新的郵寄月結單費用，新條款將被加入至(i) Citibank信用卡合約條款及細則、(ii) Citibank銀聯信用卡合約條款及細則及(iii) 八達通Citibank信用卡合約條款及細則，並對Citibank信用卡/大來信用証資料概要及服務收費表作出相關修訂。
- 就有關投資的交易的條款作出修訂，並對Citibank信用卡/大來信用証資料概要及服務收費表作出相關修訂。
- 就有關支付款項方式的條款作出修訂。
- 就有關信用卡合約名稱作出修訂。

更改通知

以下有關使用信用卡的修訂將由2016年2月1日(「生效日」)起生效。
有關修訂的詳情如下：

a) 年費

Citi Clear Card之基本卡及附屬卡年費將分別調整至**港幣300元及港幣150元**。

Citibank信用卡/大來信用証資料概要及服務收費表之Citi Clear Card年費將被修訂。

年費	基本卡	附屬卡
Citi Clear Card	港幣180元 港幣\$300元	港幣90元 港幣\$150元

b) 以下Citibank銀聯信用卡合約條款5.4 (c)間線部份之修訂(只適用於Citi Rewards銀聯信用卡)，將會生效。

有關Citibank銀聯信用卡合約內現金透支費用及現金透支利息條款之修訂：

5.4 (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載列於服務收費表的現金透支費用，而發卡公司將按有關每個賬戶的現金透支總額(包括現金透支費

用)由現金透支提取日起至全數繳付至相關賬戶為止，收取財務費用。如果持卡人在香港的銀聯自動櫃員機(包括花旗銀行自動櫃員機)提取港幣現金，均會視作從港幣賬戶作現金透支。如果持卡人在中國內地(不包括澳門)的銀聯自動櫃員機(包括花旗銀行自動櫃員機)提取人民幣現金，均會視作從人民幣賬戶作現金透支。如果持卡人在海外的銀聯自動櫃員機(包括在澳門的銀聯自動櫃員機，但不包括在中國內地和香港的銀聯自動櫃員機)提取現金，均會視作從港幣賬戶作現金透支。除非發卡公司另行通知，持卡人不能在香港的銀聯自動櫃員機(包括花旗銀行自動櫃員機)提取人民幣現金。除非發卡公司另行通知，如果持卡人於香港、澳門或其他國家(不包括中國內地)使用有銀通標誌、銀聯標誌或花旗銀行的自動櫃員機提取現金，均會視作從港幣賬戶作現金透支。如持卡人於中國內地使用有銀通標誌的自動櫃員機(花旗銀行自動櫃員機除外)提取現金，會視作從港幣賬戶作現金透支；如持卡人於中國內地使用有銀聯標誌或花旗銀行的自動櫃員機提取現金(有銀通標誌的自動櫃員機除外)，則視作從人民幣賬戶作現金透支。所有財務費用將以每日計算和累積。月結單內相關賬戶之現金透支利息之實際年利率已包括每個賬戶之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。

c) 有關信用卡合約修訂

為免生疑，除文意另有所指外，所有就條款的提述均是指相關合約被修改前的條款。

除非本通知另外指明，否則一個在相關合約已定義的字詞或詞句於本通知內使用時將有相同含義。

就有關大來信用証合約的修訂而言，在此通知中

- 提述“持卡人”之處，須視作提述“會員”，
- 提述“發卡公司”之處，須視作提述“大來”，及
- 提述“此卡”之處，須視作提述“大來信用証”，及
- 在下文已修訂的第10.7條條款提述書服務的部分，須視作提述“大來24小時客戶服務28601888”。

就有關Citibank信用卡合約的修訂而言，在此通知中提述“持卡人”之處，須視作提述“持卡人/會員”。

1. Citibank信用卡合約、Citibank銀聯信用卡合約、八達通Citibank信用卡合約及大來信用証合約的第10條條款將被修訂如下：

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」)的服務(簡稱「 」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。在登記該電子月結單服務及/或電子通知書服務後，持卡人將不會再收到月結單的印本文件及/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提示月結單服務及/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

管有關該電子月結單服務及/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該電子月結單服務及/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。若發卡公司未能將該電子月結單服務及/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，儘管持卡人登記該電子月結單服務及/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 如須開啟、閱讀或查閱Citibank網上理財提供的電子月結單，或通過持卡人/會員指定電郵地址收取電子月結單，將需要使用密碼(由一持卡人/會員或發卡公司不時指定)。持卡人/會員應穩妥保存密碼，及不會或不會准許向任何人去披露密碼。

10.4 **10.3** 發卡公司可不時酌情決定修改、限制、撤銷、取消、暫停或中止該電子月結單服務及/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該電子月結單服務及/或電子通知書服務徵收費用。

10.5 **10.4** 持卡人明白到，該電子月結單服務及/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，持卡人應保持使用該電子月結單服務及/或電子通知書服務的設備穩妥可靠。

10.6 **10.5** 基於使用該電子月結單服務及/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。

10.7 **10.6** 若發卡公司在合理重試後，仍未能將有關該電子月結單服務及/或電子通知書服務的電郵送遞給持卡人，該電子月結單服務及/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。

10.8 **10.7** 若持卡人擬取消該電子月結單服務及/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24小時Citibank電話理財服務熱線2860 0333/白金卡服務專線2860 0360(僅供花旗銀行白金卡持卡人使用)/Ultima服務專線2860 0308(僅供花旗銀行Ultima持卡人使用)/Citi Prestige服務專線2860 0338(僅供花旗銀行Citi Prestige持卡人使用)/American Express服務專線2860 0366(僅供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。在取消該電子月結單服務及/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。

10.9 **10.8** 持卡人同意，發卡公司毋須就發持卡公司人的數據、軟件、電腦、電訊設備或其他設備因持卡人使用該電子月結單服務及/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嚴重疏忽或蓄意錯失所致，則作別論。

10.10 **10.9** 持卡人同意發卡公司應以合理努力，確保該電子月結單服務及/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，發卡公司對於該電子月結單服務及/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該電子月結單服務及/或電子通知書服務可能涉及的風險，包括但不限於該服務或電子月結單服務及/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。

10.11 該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該電子月結單服務及/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。

2. Citibank信用卡合約、Citibank銀聯信用卡合約、八達通Citibank信用卡合約及大來信用証合約的第11條條款將被修訂如下：

11. 電子提示Citi Alerts即時短訊服務

11.1 持卡人同意，通過登記及使用本公司透過電訊設備傳達提示的服務(簡稱「電子提示Citi Alerts即時短訊服務」)，即代表持卡人接受並同意受本合約第11條款約束，並支付與使用電子提示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電子提示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，藉以規管有關電子提示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，確保電子提示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電子提示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電子提示Citi Alerts即時短訊服務可能涉及的風險，包括但不限於電子提示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電子提示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，不應作為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電子提示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嚴重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 持卡人明白支持電子提示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 電子提示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電子提示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。

3. Citibank信用卡合約、Citibank銀聯信用卡合約、八達通Citibank信用卡合約及大來信用証合約的第14.6條條款後，以下條款將被加入成第14.7條條款：

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。

4. Citibank信用卡合約、八達通Citibank信用卡合約作第5.3(t)條條款及Citibank銀聯信用卡合約作第5.4(t)條條款將被加入以下新條款。

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. Citibank信用卡/大來信用証資料概要及服務收費表的“費用”項下將被加入有關紙張月結單費用。

郵寄月結單費用
如客戶於6個月期間(每年7月至12月及/或每年1月至6月)內選擇以郵寄方式收取月結單，郵寄月結單費用為港幣20元。

(註：1. 郵寄月結單費用為港幣20元，如客戶於2016年2月至6月，或其後的每6個月期間(即每年7月至12月及/或1月至6月)，以郵寄方式收取月結單。2. 郵寄月結單費用不適用於大來信用証)

以下有關使用信用卡的修訂將由2016年3月1日(「生效日」)起生效。
有關修訂的詳情如下：

6. Citibank信用卡合約、Citibank銀聯信用卡合約及八達通Citibank信用卡合約的第4條條款將被取消及第5-14條條款將被重新編號為第4-13條條款。

4. 有關投資的交易

4.1 若持卡人/會員使用此卡支付發卡公司任何投資產品的認購費或買價，不論是一次性付款，透過儲蓄計劃或其他安排，該交易不應被視作為投資提供信貸。

4.2 發卡公司任何投資產品的認購費或買價將會全數從賬戶支取，持卡人/會員應根據本合約的條款支付有關款項，否則財務費用將在適用時開始徵收。

7. 大來信用証合約的第4條條款將被取消及第5-14條條款將被重新編號為第4-13條條款。

4. 有關投資的交易

4.1 若會員使用大來信用証支付花旗銀行香港任何投資產品的認購費或買價，不論是一次性付款，透過儲蓄計劃或其他安排，該交易不應被視作為投資提供信貸。

4.2 花旗銀行香港任何投資產品的認購費或買價將會全數從賬戶支取，會員應根據本合約的條款支付有關款項，否則財務費用將在適用時開始徵收。

8. Citibank信用卡合約及八達通Citibank信用卡合約的第5.3(a)條條款將被修訂如下：

5.3(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。為免生疑，任何有關認購或購買發卡公司任何投資產品的交易金額，將全數被計算在最低付款額的金額內。

9. Citibank銀聯信用卡合約的第5.4(a)條條款將被修訂如下：

5.4(a) 最低付款額
月結單上顯示的每個賬戶之最低付款額(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。為免生疑，任何有關認購或購買發卡公司任何投資產品的交易金額，將全數被計算在相關賬戶的最低付款額的金額內。

10. 大來信用証合約的第5.4(a) 條條款將被修訂如下：

(a) 最低付款額
就本合約第5.4條款而言，最低付款額是指月結單上顯示的最低付款額(簡稱「最低付款額」)(現時為(a)於當期月結單所收取的財務費用，拖欠財務費用、逾期手續費、其他費用及收費及任何有關認購或購買花旗銀行香港任何投資產品的全數交易金額(如有)；

及(b)付款額以下之當時總結欠之百分之一點五；及(c)付款額以上之當時總結欠之百分之一百(不包括項目(a)，如適用))，但會員亦可償還多於最低付款額的款項。

11. Citibank信用卡/大來信用証資料概要及服務收費表的最低付款額將被修訂如下。

a. 本月月結單所收取的財務費用、年費、逾期手續費、逾期未付款額、其他費用及收費及任何有關認購及購買Citi機構(包括但限於花旗銀行(香港)有限公司、花旗銀行香港分行及花旗國際有限公司)任何投資產品的全數交易金額(如有)；及

b. 月結單結欠之1.5%(月結單結欠不包括上述項目a(如適用))

12. Citibank信用卡合約、Citibank銀聯信用卡合約及八達通Citibank信用卡合約的第6.1條條款將被修訂如下。

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。



13. 大來信用証合約的第6.1條條款將被修訂如下。

6.1 大來將不時規定支付款項方式，如會員經由花旗銀行香港之自動櫃員機付款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，所支付之款項將受花旗銀行香港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。若使用花旗銀行香港之自動櫃員機以現金存款，付款金額經花旗銀行香港職員或其代理人核證後，才存入賬戶中。

14. 信用卡合約名稱將被修訂如下。

- Citibank信用卡合約將被修訂為Citi信用卡合約
- Citibank銀聯信用卡合約將被修訂為Citi銀聯信用卡合約
- 八達通Citibank信用卡合約將被修訂為八達通Citi信用卡合約

如閣下對上述之修訂有任何疑問，敬請致電我們的24小時電話理財服務熱線(852) 2860 0333。閣下亦可拒絕接受上述之修訂，並援引閣下在該合約下之權利以終止有關合約。如閣下在有關條款生效日或之後繼續持卡或賬戶，該等修訂即對閣下具約束力。如中、英文版本有任何歧異，一概以英文版本為準。

© 2015 Citibank Citi and Arc Design and CitiPhone are registered service marks of Citibank, N.A. or Citigroup Inc. Citibank (Hong Kong) Limited
© Diners Club International with Split Circle Device and Diners Club are registered trademarks of Diners Club International Ltd.