

TERMS AND CONDITIONS FOR FPS SERVICES

(Effective as of Nov 26, 2023)



I acknowledge and agree that the following provisions are supplemental to and form part of the Terms and Conditions for Accounts and Services and/or Citi Credit Card Agreement/Citi UnionPay Credit Card Agreement/Citi Octopus Credit Card Agreement/Citi HKTVMall Card Agreement/Diners Club Card Agreement/Terms and Conditions for Citibank Ready Credit account/Terms and Conditions for Citibank Personal Loan (“**Account Terms**”) governing my banking and/or credit card account(s). Terms not defined in these Terms and Conditions shall have the same meaning given to them in the Account Terms unless the context requires otherwise. The Account Terms will govern my use of the FPS Services (as defined in Clause 1), but the provisions of these Terms and Conditions shall prevail to the extent of any inconsistency between them and the provisions of the Account Terms with respect to the FPS Services and HKICL FPS (as defined in Clause 1).

My use of the FPS Services will also be subject to the terms and conditions that govern Citibank online and/or Citibank mobile application through which I access any of the FPS Services. Further, all agreements, terms and conditions governing the respective accounts, services and products covered by the FPS Services from time to time continue to apply unless you agree otherwise. For the purpose of the FPS Services, the provisions of these Terms and Conditions prevail over such other agreements, terms and conditions to the extent of any inconsistency between them.

As used here, “I” refers to client of Citibank (Hong Kong) Limited (“**CHKL**”), Citibank, N.A., Hong Kong Branch (“**CitiHK**”) or Diners Club International (Hong Kong) Limited (“**Diners**”), being a holder of an account(s) maintained with any of them and including one or more individuals, sole proprietorship, partnership, corporation and unincorporated association or body and “You” refers to any and /or all of CitiHK, CHKL and/or Diners.

The following terms and conditions are appended to and shall form part of the Account Terms as the “**Terms and Conditions for FPS Services**” and will govern me if I use the relevant FPS Services:

1. FPS Services

- a. As part of the services you may from time to time provide me with under the Account Terms, you may provide me with FPS Services allowing me to make payments and funds transfers through HKICL FPS in currencies specified by you from time to time.
- b. “**FPS Services**” means the services provided by you to me from time to time to facilitate payments and funds transfers using the Faster Payment System and related systems and services from time to time provided by Hong Kong Interbank Clearing Limited, together with its successors and assigns (respectively, “**HKICL FPS**” and “**HKICL**”), including, as applicable, the QR Code Services and certain services provided by you to me (including without limitation those referred to in Clause 2) enabling me to use the following HKICL services:
 - i. the HKICL Addressing Service (as defined in Clause 3),
 - ii. the HKICL eDDA Service (as defined in Clause 3), and

- iii. other services and facilities provided by HKICL in connection with HKICL FPS from time to time.
- c. The FPS Services are provided subject to Regulatory Requirements (as defined in Clause 3) and the rules, guidelines and procedures imposed by HKICL in relation to the HKICL FPS from time to time.
- d. You may from time to time vary the scope, extent and features of the FPS Services and the conditions, limits and procedures for using the FPS Services. I acknowledge that my use of the FPS Services is subject to my acceptance and full compliance of the terms and conditions and procedures set out in these Terms and Conditions for FPS Services.

2. Initiating FPS Services

- a. You may specify from time to time any requirements you may have in order for me to use the FPS Services, such as requiring my registration before I may use some of the FPS Services.
- b. I will be regarded as having accepted and will be bound by the provisions of these Terms and Conditions for FPS Services if I do any of the following:
 - i. by notifying you of any registration of a Proxy ID (as defined in Clause 3) that I have made in the HKICL FPS;
 - ii. if Proxy ID registration is provided by you as part of the FPS Services, by requesting you to register any Proxy ID for me in the HKICL FPS;
 - iii. by initiating or confirming the set up or amendment of any eDDA (as defined in Clause 3) through the HKICL FPS;
 - iv. by initiating or receiving any payment or funds transfer (including without limitation making small value funds transfers as provided in Clause 7) through the HKICL FPS;
 - v. by registering QR Code Services (as defined in Clause 6) or any other FPS Services that require registration; or
 - vi. by conducting any other transaction or giving any instruction that involves the use of the HKICL FPS as the underlying payment or transfer system at your discretion.
- c. In order to enable you to handle an instruction in relation to FPS Services, I must provide or input the necessary information and complete the process by such means or in such manner prescribed by you from time to time.
- d. You reserve the right to suspend or terminate the FPS Services in whole or in part at any time without giving notice or reason. I also acknowledge you will not be able to provide some or all of the FPS Services to me if I close any account(s) through which I use such FPS Services and accordingly all my FPS Services instructions in relation to such account(s) will be cancelled without further notice.

3. Provision of HKICL FPS by HKICL

- a. HKICL may provide various HKICL FPS functions and

services from time to time, including:

- i. **“HKICL Addressing Service”**, a service provided by HKICL as part of HKICL FPS to facilitate the use of predefined Proxy IDs instead of account numbers to identify the destination of a payment, funds transfer instruction and/or other communications in connection with or for the purposes of HKICL FPS; and
 - ii. **“HKICL eDDA Service”**, the facilitation of a direct debit authorisation (**“eDDA”**) established by electronic means through HKICL FPS.
- b. The following terms shall have the following meanings in these Terms and Conditions for FPS Services:
- i. **“Proxy ID”** means an identifier which may be accepted by HKICL for the registration of an account in the HKICL Addressing Service from time to time, including, without limitation, my mobile phone number, email address, Hong Kong Identity Card Number (**“HKID”**) or FPS Identifier (as defined below);
 - ii. **“FPS Identifier”** means a unique random number generated by HKICL to be associated with an account; and
 - iii. **“Regulatory Requirements”** means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, (collectively **“Regulatory Authority”**) to which HKICL, you or any other FPS Participant (as defined in Clause 4) or the respective affiliates or group companies, or I am subject or am expected to comply with from time to time.

4. **HKICL Addressing Service**

- a. You may offer FPS Services in relation to the HKICL Addressing Service at your discretion from time to time.
- b. In order to use the HKICL Addressing Service to receive payments or funds transfer through HKICL FPS, I must register my Proxy ID in the HKICL FPS. I acknowledge HKICL and/or you have discretion as to whether to offer the FPS Identifier as Proxy ID to me.
- c. I must register and maintain my Proxy ID and related records in the HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable you to register or amend my Proxy ID or any related records for me as part of the FPS Services, I must provide or input the necessary information and complete the registration process by such means or in such manner prescribed by you from time to time.
- d. At any time where the same Proxy ID is registered by me for more than one account (whether maintained with you or with any other participant in HKICL FPS (each an **“FPS Participant”**)), I must select one account as the default account for crediting payments or funds

through HKICL FPS (the **“Default Account”**). By instructing you to set or change the Default Account for me, I irrevocably authorise you to submit the request on my behalf to HKICL FPS to override any existing Default Account registered in HKICL FPS.

- e. I acknowledge that I cannot make a payment or funds transfer to a recipient by way of HKICL Addressing Service if the recipient has not already registered a Proxy ID in the HKICL FPS or if the Proxy ID provided by me cannot be found in the record of HKICL FPS.

5. **HKICL eDDA Service**

- a. You may offer FPS Services in relation to HKICL eDDA Service in your discretion from time to time.
- b. In order to enable FPS Services in respect of the HKICL eDDA Service, I must provide the necessary information and complete the process by such means or in such manner prescribed by you from time to time. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup.
- c. I understand and accept that any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup may result in cancellation of the eDDA and if this happens I need to re-set it if I wish to continue the eDDA.
- d. If I am requested to confirm an eDDA setup or eDDA amendment, I shall check and ensure the details of the eDDA setup or eDDA amendment are correct and complete before confirming such eDDA setup or eDDA amendment. If an eDDA setup or eDDA amendment is not confirmed by me within such period of time as prescribed by you, the eDDA setup or eDDA amendment request will lapse. I am fully responsible for, and you are not liable to rectify, any error or incorrect payment resulting from any eDDA setup or eDDA amendment submitted or confirmed by me, nor be responsible for handling or settling any dispute between me and a merchant, merchant bank or any other third party.
- e. I acknowledge that for any cancellation or amendment of eDDA, I need to take appropriate actions according to the requirements of the respective merchant or organization to avoid any service interruption or surcharge for late payment.
- f. If I set up, amend or cancel a direct debit authorisation or eDDA in which you are the payee pursuant to any product or services (for example, credit card or loan) provided by you to me, you reserve the right to reject such direct debit authorisation or eDDA setup, amendment or cancellation if it conflicts with any existing payment terms (including without limitation payment amount and payment interval) as agreed between you and me regarding such product or services provided by you to me.
- g. If you are the payee of an existing direct debit authorisation or eDDA for product or services (for example, credit card or loan) provided by you to me, you reserve the right to request the payer bank to cancel the direct debit authorisation or eDDA at such time as you consider appropriate, if no transaction is performed pursuant to the direct debit authorisation or eDDA for

such period of time as determined by you and you are satisfied that there is no outstanding amount payable by me to you in relation to such product or services.

- h. If I set a credit card issued by you as the source of funds for a direct debit authorisation or eDDA, the direct debit authorisation or eDDA will be cancelled in the event of cancellation, reported loss, replacement or upgrade of such credit card.
- i. I acknowledge and accept that you may cancel an established direct debit authorisation or eDDA without prior notice to me in circumstances you consider appropriate, including pursuant to a request from payee bank on behalf of a merchant, or if no transaction is performed pursuant to such direct debit authorisation or eDDA for such period of time as determined by you, or if the account under such direct debit authorisation or eDDA is closed or is below such minimum balance level as you may specify.

6. QR Code Services

- a. “QR Code Services” means the payments and funds transfer services provided by you from time to time through the Citi mobile application (the “App”) which are facilitated through the use of Quick Response codes (“QR Code”). I acknowledge that you have the discretion to provide some or all of the QR Code Services as described in this Clause through the App from time to time and that you are not liable for any failure to provide any of the QR Code Services.
- b. You may provide the QR Code Services to allow me to (i) scan a QR Code provided by you or by another person to automatically capture the payment or funds transfer data without the need for manually entering the data; and/or (ii) present my QR Code for scanning by a merchant, payments services provider or other third party for the purposes of providing my instructions to make a payment or funds transfer. Any QR Code provided by another person must meet the specifications and standards prescribed by HKICL in order to be accepted.
- c. Without limiting the limitation of liability provisions in the Account Terms and Clause 11 of these Terms and Conditions for FPS Services, I acknowledge the following:
 - i. I am fully responsible for ensuring that my instructions for payments and/or funds transfer and the captured data contained in them are accurate and complete whether communicated directly to you or as communicated by me through a merchant, payments service provider or other third party. You are not responsible for any error contained in the instruction or any associated payment or funds transfer data or any dispute between me and merchant, payments service provider or other third party.
 - ii. I may only use QR Code Services with devices and operating systems supported and specified by you from time to time. By specifying a device or operating system for use in connection with QR Code services, you are not recommending,

endorsing or making any representation or warranty of any kind relating to same. I understand that I am solely responsible for the selection of my device, operating system and internet access service and for the use of the same in accordance with applicable instructions and recommendations.

- iii. The QR Code Services are not intended for use in any jurisdiction where their use would be contrary to any law or regulation of that jurisdiction or where you are not licensed or authorised to provide the QR Code Services.
- iv. Updates to the QR Code Services may be issued periodically through the supplying app store for the App. For some devices, updates will be downloaded automatically. For other devices, I will need to download the updates myself. Depending on the update, I may not be able to use the QR Code Services until the latest version has been downloaded. I am fully responsible for ensuring the latest version has been downloaded to my mobile device for the purpose of using the QR Code Services.

d. Security

- i. I must apply and not disable any and all security measures available on any device I use to access and/or use the QR Code Services. I must accept (from its authorized source only), install and not disable any and all security updates and enhancements that are made available in connection with my device and its operating system from time to time. I must also ensure that I have properly closed any app used to access the QR Code Services and ensure that my device is locked if left unattended by me or in the care or control of any other person at any time. I acknowledge that despite the security measures taken by you in relation to the QR Code Services, connecting to the Internet involves the risk of unwittingly downloading computer viruses or monitoring technology. I must take appropriate measures to prevent unauthorised persons from accessing my device by using all security measures available on my device and using virus detection software, including any specific security measures notified by you from time to time. I must not use the QR Code Services through any device or operating system that has been modified or reconfigured in a manner inconsistent with the manufacturer’s or operating system provider’s instructions, including any device that has been “rooted” or “jail-broken”.
- ii. I must promptly notify you if I know or suspect that any unauthorized person has come to know my security details, has accessed or used the QR Code Services using my device or if my device comes into the possession of any unauthorized person in circumstances in which that person may be able to access or use the QR Code Services. I am fully responsible for ensuring that the

information shown or stored on my device used to access or use the QR Code Services is kept secure. I must purge my device memory of all software and data relating to the QR Code Services if I sell, lend or dispose of my device.

iii. Any access to or use of the QR Code Services that is not in compliance with the security requirements and recommendations set out in and referred to in these Terms and Conditions for FPS Services is entirely at my own risk.

e. Responsibility and restriction of liability

i. I acknowledge that:

1. You cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted due to my use of the QR Code Services or that no damage will occur to my mobile device. You are not responsible for any loss or damages I may incur as a result of my use of the QR Code Services.

2. I download or receive material or information through the use of the QR Code Services at my sole risk and discretion. I am solely responsible for any damage to my computer or other device or loss of data resulting from using the QR Code Services and/or downloading or receiving material or information through the QR Code Services.

ii. For the avoidance of doubt, nothing above is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.

7. Small-value Funds Transfer

Subject to my transfer limit setting with you, the maximum funds transfer limit on all small-value funds transfers through the HKICL FPS to non-registered payees is subject to such limit in terms of the maximum amount per day and such other limits as set by you or required by the Regulatory Authority from time to time, whichever is lower (the "Limit"). I acknowledge I am allowed to set a lower or zero Limit by contacting you.

8. My responsibilities in relation to my use of FPS Services

a. Compliance with HKICL FPS rules, guidelines and procedures

I acknowledge that you will process and submit my instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time.

b. Satisfying requirements for my Proxy ID

i. I must only register my own Proxy ID for my own accounts or set up eDDA for my own accounts. I must be the present genuine owner or authorized user for any Proxy ID I register with HKICL FPS and each account provided to you for registration in the HKICL Addressing Service and the HKICL eDDA Service. If as part of the FPS Services you accept my instruction to register any Proxy ID or

any account for me in relation to HKICL FPS, I confirm that I am the present genuine owner or authorised user of the relevant Proxy ID or account. I acknowledge that this is particularly important for mobile phone numbers as they may be recycled in Hong Kong.

ii. Any Proxy ID I wish to register for the HKICL Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require that the mobile phone number registered as a Proxy ID be the same number registered by me as contact information in your records at the relevant time. I understand and agree that you, other FPS Participants and HKICL have the right and discretion, without giving notice to me and without my consent, to deregister any Proxy ID (and/or any related records) that is incorrect or not up-to-date based on available information.

iii. I must ensure that all information provided by me for the purpose of registering or amending the registration of any Proxy ID (or any related records) or for the purpose of setting up or amending an eDDA is correct, complete, up-to-date and not misleading. I must notify you as soon as is reasonably practicable of any changes or updates to such information by such means or in such manner specified by you from time to time.

iv. I am fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or funds transfer instruction to you. I am solely liable for and will hold you harmless from any incorrect payment or transfer effected by you or HKICL FPS due to the use of an incorrect or out of date Proxy ID or related records.

c. Making timely updates to my Proxy ID and eDDA

I am fully responsible for giving instructions and reporting changes to information to you on a timely basis, including amending my Proxy ID (or related records) or any eDDA setup or eDDA amendment, including changing my Default Account or terminating any Proxy ID (or related records) or eDDA. I acknowledge that keeping my Proxy ID, eDDA and all related records up-to-date is solely my responsibility and is critical for ensuring effective execution of payment and funds transfer instructions through HKICL FPS and for avoiding incorrect payments or transfers due to an incorrect or outdated Proxy ID, eDDA or related records

d. Changes to my Default Account

I acknowledge that if my account ceases to be the Default Account for any reason (including suspension or termination of the account), HKICL will automatically assign the most recently registered record in the HKICL Addressing Service that is associated with my same Proxy ID to be the Default Account. If I wish to set another account as the Default Account, I must change the registration through the FPS Participant where I maintain that account.

e. Ensuring my account validity and there are sufficient cleared funds or credit limit for my FPS transactions

I acknowledge that you reserve the right not to process my instructions for FPS Services if I do not have sufficient cleared funds or available credit limit (as the case may be) in my account or if my account has been suspended or terminated for any reason.

f. Giving notice to recipients of my FPS transactions

I acknowledge that I must give prior notice to the recipients of payments or funds transfers to be made by me and to the counterparties of eDDA to be set up, amended or cancelled by me through HKICL FPS (and any changes to these arrangements from time to time) to ensure that they take necessary or corresponding steps including to ensure receipt of payment or funds.

g. My FPS Services instructions are final, irrevocable and binding on me

Without limiting the generality of the Account Terms relating to instructions given by me, I acknowledge that:

- i. any instruction for a Proxy ID registration or eDDA setup is final, irrevocable and binding on me from the time at which it is provided. I may amend or cancel any Proxy ID or eDDA setup in accordance with the Account Terms and any other requirements prescribed by you from time to time;
- ii. any instruction for a payment or funds transfer through the FPS Services is final, irrevocable and binding on me from the time at which it is provided;
- iii. any instruction or request received by you, believed by you in good faith to be given by me or any person authorised by me, will be final, irrevocable and binding on me;
- iv. I must ensure the information I input for an instruction is correct, complete and accurate, and if I am provided with information of an instruction (such as recipient details) for confirmation, I must check this information carefully and if I have any doubt that I may be paying the wrong recipient I must not confirm such information or instruction, and I acknowledge that you cannot and have no obligation to verify if the recipient identified by a Proxy ID or other information provided by me or by QR Code scanned by me is the recipient I want to pay, and you shall under no circumstances be liable for any consequences nor be liable to rectify any wrongful payment or instruction executed based on information provided or confirmed by me;
- v. I must verify my transaction history on a regular and timely basis, and I will notify you promptly of any irregularity or any unauthorized transaction;
- vi. if you send a push notification or message to my phone number or email address to notify me after an instruction, transfer or transaction has been effected through the FPS Services, I am responsible to check such notification or message and notify you promptly of any irregularity or any unauthorised transaction;
- vii. I will directly settle any disputes between me and merchants, payment counterparties, payments service providers or any other third party involved

in my use of the FPS Services. Neither you nor HKICL are responsible for handling or settling any disputes arising out of any payments, fund transfers or transactions (including without limitation any credit card transactions) made through the FPS Services and/or HKICL FPS;

viii. where I authorize any other person to give instructions or requests to you in connection with the use of FPS Services:

1. I am responsible for all the acts and omissions of each person authorized by me;
2. any instruction or request received by you, believed by you in good faith to be given by me or any person authorized by me, will be final, irrevocable and binding on me; and
3. I am also responsible for ensuring that each person authorized by me complies with the provisions of these Terms and Conditions for FPS Services that are applicable to him/her when acting on my behalf.

h. Responsible use of FPS Services

- i. I must use FPS Services in a responsible manner. In particular, I must comply with the following:
 1. I must comply with all Regulatory Requirements applicable to: (i) any transaction which I conduct with or through you; (ii) my use (and use by others on my behalf) of the FPS Services and/or HKICL FPS; and/or (iii) my collection, use and handling of personal data and other information relating to any other person.
 2. In sending remarks or messages to be displayed to recipients or counterparties of payment or funds transfer instructions or eDDA through HKICL FPS, I should mask the name or other data of such recipients or counterparties in such manner prescribed by you from time to time to protect their personal data or confidential data.
 3. I must not register multiple FPS Identifiers for different accounts using the same name, and I must not repeatedly cancel FPS Identifier registrations and request the generation of new FPS Identifiers in an attempt to generate a number or value that I desire.
 4. I must not use the FPS Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of HKICL.
 5. In using the FPS Services or in giving instructions to make payments or effect transaction, I am fully responsible and must take all practicable steps to safeguard my own interest, money and assets from fraud or other illegal activities. I must check and ensure the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help me stay vigilant against frauds, scams and deceptions, you may send risk alerts based on the risk warnings, messages and indicators received by you (if any) from the

Faster Payment System or Hong Kong Police Force from time to time.

- ii. You have the right to delay or refuse an instruction if you are aware of or suspect a breach of security or other suspicious circumstance relating to my accounts or my use of FPS services. I acknowledge that you are not liable for any delay or refusal to act in these circumstances.
- iii. I understand that you are obliged to comply with Regulatory Requirements which relate to the prevention of financing of, amongst other things, named terrorists and sanctioned persons. This may require you to intercept and investigate payment instructions, messages and other information or communication sent to or by me or on my behalf and this process involves making further enquiries. In addition, this may also require you to disclose my personal data (by including my personal data in payment remittance messages or by such other manner as the Regulatory Authorities may stipulate) to the law enforcement authorities, financial intelligence units, and receiving financial institutions for identifying, reporting and investigation of suspicious transactions. I further understand that you are obliged to comply with Regulatory Requirements which relate to, amongst other things, financial privacy and data protection laws enacted by other jurisdictions and that this may require you to disclose my personal data to Regulatory Authority, withhold payment to and from my account(s), and/or transfer or close my account(s) to comply with the Regulatory Requirements. I agree that you will not be liable for loss (whether direct or consequential and including without limitation loss of profit or interest) or damage suffered by me or any party arising out of any delay or failure by you in performing any of your duties hereunder in whole or in part by any steps taken pursuant to this Clause.

9. Collection and use of Customer Information

- a. For the purposes of using the FPS Services, I may be required to provide you, directly or through HKICL or other FPS Participants, with the personal data and other information relating to one or more of the following persons from time to time:
 - (i) myself;
 - (ii) the recipient of any payment or funds transfer to be made by me, or the counterparty of any eDDA; and
 - (iii) where I am a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of my directors, officers, employees, authorized persons and representatives;

all personal data and information (including Proxy IDs) provided to you or compiled by you from time to time in connection with the FPS Services are collectively

referred to as “**Customer Information**”.

- b. Without limiting the Account Terms governing personal data as well as the Citibank Policy Statement relating to the Personal Data (Privacy) Ordinance from time to time in force which explains in full how my personal data will be used and with whom you may share my personal data, I agree (and, where applicable, for and on behalf of each of my directors, officers, employees, authorized persons and representatives) that you may collect, use, process, retain or transfer any of the Customer Information for the purposes of the FPS Services. These purposes include without limitation one or more of the following:
 - (i) providing the FPS Services to me, maintaining and operating the FPS Services; processing and executing my instructions and requests in relation to the FPS Services from time to time;
 - (ii) disclosing or transferring the Customer Information to HKICL and other FPS Participants for their use for the purpose of the operation of HKICL FPS;
 - (iii) meeting the requirements to make disclosure under any Regulatory Requirements; and
 - (iv) purposes relating to any of the above.
- c. I understand and agree that the Customer Information may be further disclosed or transferred by HKICL, you or any other FPS Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the HKICL Addressing Service, the HKICL eDDA Service and the FPS Services.
- d. If the Customer Information includes personal data or other information of any person other than myself (including any persons specified in Clauses 9(a)(ii) or 9(a)(iii) above), I confirm that I 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 HKICL, you and the other FPS Participants as specified in this Clause.

10. Fees and Charges/Rewards Entitlement

- a. You have the right to charge or vary any fees relating to the use of some or all the FPS Services. You will give me prior notice of any new fees or any variation of fees. I am required to pay such fees if I continue to use the relevant FPS Services after the date on which the new fees or revised fees take effect.
- b. My use of the FPS Services will be subject to the fees and charges applicable to the relevant account(s) as provided in the Account Terms and/or Citibank Service Fee Booklet from time to time. In particular, if I designate a credit card issued by you as source of funds for debiting any payment or funds transfer or eDDA transaction through HKICL FPS, each such debit transaction (other than payment to merchant for goods or services) will be regarded as a cash advance transaction and will be subject to such cash advance fees and other charges as provided in the relevant Credit Card Agreement, Key Facts Statement and/or Fees Schedule from time to time, unless you specify otherwise.

- c. I acknowledge that I may be required to pay third party fees in relation to the use of HKICL FPS and/or FPS Services. These may include fees charged by my mobile or Internet network provider, or fees charged by my credit card issuer or other FPS Participant.
- d. I acknowledge that all payments, funds transfers and transactions (including without limitation payments to merchants for goods and services) effected through the FPS Services with a credit card issued by you as the source of funds will not be eligible for any kinds of credit card rewards or rebates including, but not limited to, Citi ThankYou Rewards Points, cash or any other forms of rebates and Octopus Cash, unless otherwise specified by you.

11. Your limitations of liability

- (a) I acknowledge that the provisions of this Clause 11 are in addition to and without limitation to your limitations of liability set out in the Account Terms.
- (b) I acknowledge that:
 - (i) HKICL FPS has the right to process and execute my instructions and requests in such sequence or manner as HKICL considers appropriate; and
 - (ii) you have no control over the operation of HKICL FPS and no control over the timing of the execution of my instructions or requests by HKICL FPS or any other FPS Participant.
- (c) The FPS Services and QR Code Services are provided by you on an “as is” basis with no representation, guarantee or agreement of any kind as to their functionality or performance. I use the FPS Services and QR Code Services at my sole risk. To the maximum extent permitted by law, you expressly disclaim all warranties and conditions of any kind, whether express or implied.
- (d) Without limiting the generality of Clause 11(a), I acknowledge that:
 - (i) you shall not be liable for any losses, damages or expenses which may be suffered by me or any other person in any way in relation to the use of FPS Services or the processing or execution of instructions or requests given by me or any such person in relation to FPS Services or HKICL FPS, except to the extent that such losses, damages or expenses are reasonably foreseeable losses, damages or expenses arising directly and solely from your fraud, negligence or wilful misconduct or to the extent that you are not allowed to limit or exclude liability for such loss, damage or expense by applicable laws and regulations; and
 - (ii) without limiting the generality of Clause 11(d) (i), I acknowledge that you shall not be liable for any losses, damages or expenses which may be suffered or incurred by me or any other person in connection with any one or more of the following:
 - (1) my failure to comply with my obligations relating to the FPS Services and/or HKICL FPS; and/or
 - (2) any action, omission, delay,

unavailability, disruption, failure, error of or caused by HKICL, HKICL FPS, other FPS Participants, any functionality of the Faster Payment System or any third party or arising from any event or circumstances beyond your reasonable control, including but not limited to any delay or error relating to the risk warnings, messages and indicators about suspected frauds, scams or deceptions received by you from Faster Payment System or Hong Kong Police Force; and/or

- (3) your delay or failure to perform any obligations relating to the FPS Services and/or HKICL FPS, or to execute any instructions or requests given by me or any other person, where performance of that obligation or execution of that instructions or requests may put you in breach of any Regulatory Requirements or any internal policies of you or your group of companies.
- (e) I acknowledge that you may be required by the house rules applicable to HKICL FPS to indemnify the Hong Kong Monetary Authority, the clearing bank (including, in respect of Renminbi payments and funds transfers, the clearing bank from time to time appointed for this purpose by the People’s Bank of China) or HKICL in respect of any liability, claim, loss and damages arising from or as a result of anything done or omitted to be done by the Hong Kong Monetary Authority, the clearing bank or HKICL or any other person in the management, operation or use of HKICL FPS or related services and/or facilities. Notwithstanding any provision in the Account Terms to the contrary, I will, in the absence of negligence or wilful default on your part relating to the same, indemnify you in respect of any liability, claim, loss and damage suffered by you to the extent that such house rules are applicable to or refer to me, my transaction or my use of FPS Services.
- (f) In no event will you, your affiliates or group companies, and your and their respective officers, employees and agents be liable to me or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).

12. Indemnity

- (a) Without reducing the effect of any indemnity given by me under the Account Terms or any other rights or remedies that you may have, I will indemnify you and your officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by you or any of them and all actions or proceedings which may be brought by or against you or any of them as a result of or in connection with your provision of the FPS Services or my use of the FPS Services and/or HKICL FPS.
- (b) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands,

losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from your negligence or wilful default or that of your officers, employees or agents. The above indemnity shall continue to have effect after the termination of the FPS Services.