

**DINERS CLUB CARD AGREEMENT
TERMS AND CONDITIONS**
(Effective on November 1, 2020)

Diners Club Card (HKD), Diners Club Corporate Card (HKD), Diners Club Card (USD) and Diners Club Corporate Card (USD) ("Card") are issued by Diners Club International (HK) Limited ("Diners") to you ("Principal Cardmember") and any person nominated by the Principal Cardmember and approved by Diners to receive a Supplementary Card ("Supplementary Cardmember") upon the following terms. By signing or using the Card, the Principal Cardmember and any Supplementary Cardmember (each a and together the "Cardmember") jointly and severally agree or confirm their agreement to abide by and, with the exception that a Supplementary Cardmember shall not be liable for the debts of the Principal Cardmember or other Supplementary Cardmembers, be liable for any payment to Diners in connection with the following terms:

1. CARDMEMBER INFORMATION

- The Cardmember understands that Diners issues the Card on the basis that information provided by the Cardmember is and will remain true and correct. The Cardmember will inform Diners immediately in writing upon any change of such information including that on employment, business or residential address, permanent residence or telephone number.
- The Cardmember agrees to Diners recording the telephone conversations between the Cardmember and Diners.
- USE OF CARD**
 - The 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 Diners); (b) keep the Card secure and under his personal control at all times; (c) not exceed the cash advance limit assigned by Diners from time to time at its discretion ("Cash Advance Limit"); (d) not use the Card after it is withdrawn or cancelled; and (e) not authorize any third party to use the Card in any manner.
 - The Cardmember will keep any personal identification number ("PIN") in connection with the use of the Card strictly confidential and immediately inform Diners if the PIN is known to any other person. The Cardmember will accept full and sole responsibility for and fully indemnify Diners against all consequences, losses and/or other liabilities incurred as a result of the PIN being known to another person for whatsoever reason.
 - When using the Card, the 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 Diners) and the Card for Diners' verification purpose. For the avoidance of doubt, failure to do so will not relieve the Cardmember from liability for the use of the Card. The Cardmember should submit prior written application to Diners if he wants to adopt a new signature for the use of his Card.

3. TRANSACTIONS EFFECTED THROUGH CARD

- The Card may be used at any branch of Diners and Citibank (Hong Kong) Limited ("Citibank") and other financial institutions and Cardmember establishments, which accept the Card for effecting purchases of goods and services, drawing of cash advance, payment of the Cardmember's outstanding accounts and such other card facilities or services as Diners may from time to time provide or arrange.
- The Cardmember will be liable for all transactions ("Transactions") effected through the use of the Card even if no sales draft is signed by him. Types of Transactions effected without the Cardmember's signature may include, without limitation, orders placed by telephone, fax, mail or electronic means, direct debit authorization, or use of Card in an automated teller machine (whether or not such a device is that of Diners or Citibank), at Cardmember establishment's point of sale

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terminal, in a credit card payphone, or any other device approved by Diners from time to time.

- The Cardmember is not authorized to use the Card to take part in any illegal acts (including unlawful internet gambling). Diners reserves the right to decline processing or paying any Transaction which Diners suspects to be involved in illegal gambling or which may be illegal under any applicable laws. Diners further reserves the right to refuse to process or pay any Transaction if Diners reasonably believes that by processing or paying the Transaction, (a) Diners, (b) Citigroup Inc. and its group of companies, including Diners (the "Group Companies"), and/or (c) any third party selected by Diners 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 Diners 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"). Diners will not be liable to the Cardmember for any loss or damage suffered by the Cardmember resulting in any way from a refusal to process or pay a Transaction under this clause.
 - Subject to the relevant terms hereunder, the Interest-Free Installment Plan (the "Plan") is only applicable to the Cardmember at such merchants as may be designated by Diners from time to time (each a "Merchant"). In respect of each Transaction using the Plan:
 - 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 Diners in its absolute discretion;
 - 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
 - The Plan cannot be used in conjunction with any other promotional offers as determined by Diners and the Merchant in their sole discretion. All matters and disputes relating to the Plan are subject to the final decision of Diners.

4. CHARGES AND FEES

- Diners 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 hereunder ("Charges") will be debited.
- Diners will issue to the Cardmember a monthly statement ("Statement") of the Account, setting out details of all Transactions and Charges ("Current Balance"), and the date by which payment must be made ("Payment Due Date"). However, Diners may not issue a Statement if there has been no Transaction since the date of the immediately preceding Statement and the credit or debit balance of the Account is less than such amount as may be determined by Diners from time to time (currently HKD20.00 or USD2.50 as applicable).
- The Cardmember will pay the full amount of the Current Balance on or before the Payment Due Date including the following sums at such rates as shown in the Diners Club Card Fees Schedule ("Fees Schedule") or as may be determined by Diners from time to time:
 - Minimum Amount Due
The "Minimum Amount Due" (currently the full amount of the Current Balance) as shown on the Statement ("Minimum Amount Due").

force shall in all respects apply in relation to the Card and the Account and any matter arising therefrom or incidental thereto.

- The Cardmember understands and agrees that he must provide Diners with such information as Diners may require from time to time to enable Diners or any of its Group Companies to comply with any Law or Regulation.
 - Subject to Cardmember giving prior consent to Diners to do so, the Cardmember acknowledges that Diners may use voice recognition technology to collect and analyze the Cardmember's voiceprint biometric data for the purpose of identity verification when the Cardmember gives instructions through the telephone service lines designated under this Agreement.
- E-STATEMENT/E-ADVICE SERVICES**
 - By enrolling for and using the service in which an electronic form of statement of account(s) and/or designated advice of account(s) will be made available by electronic means (the "e-Statement Service" & "e-Advice Service" respectively), the Cardmember accepts and agrees to be bound by this Clause 9. Upon enrollment for the e-Statement Service and/or the e-Advice Service, the Cardmember will no longer receive his Statements and/or designated advice in paper form (designated advice being the types of advice as listed on our website www.citibank.com.hk/e-advice from time to time). The Cardmember agrees to abide by any and all laws, rules, regulations and official issuances applicable to the e-Statement Service and/or the e-Advice Service (as the case may be), now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services Diners may from time to time make available to the Cardmember in connection with the e-Statement Service and/or e-Advice Service.
 - The Cardmember agrees that the successful delivery of emails (if applicable) in connection with the e-Statement Service and/or e-Advice Service by Diners to the Cardmember's designated email address shall be deemed to be delivery of the relevant Statements and/or designated advice to the Cardmember. Diners may, at its sole discretion and notwithstanding the Cardmember's enrollment for the e-Statement Service and/or e-Advice Service, send any Statement and/or advice to the Cardmember's last registered mailing address should Diners fail to send emails in connection with the e-Statement Service and/or e-Advice Service at the Cardmember's registered email address or for any other reason.
 - Diners 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. Diners reserves the right to impose such fee(s) for the e-Statement Service and/or e-Advice Service from time to time at its absolute discretion at any time by giving prior notice to the Cardmember.
 - The Cardmember understands that the e-Statement Service and/or e-Advice Service are available to him provided that he has appropriate internet access and telecommunications services and equipment. The Cardmember shall keep such equipment used for the e-Statement Service and/or e-Advice Service secure.
 - The Cardmember undertakes to provide to Diners with his updated and correct email address in order to use the e-Statement Service and/or e-Advice Service.
 - Upon reasonable attempt, failing to send emails in connection with the e-Statement Service and/or e-Advice Service to the Cardmember with reasonable retry, the e-Statement Service and/or e-Advice Service will be automatically cancelled and Diners will resume sending Statements and/or advice in paper form to the Cardmember.
 - Cancel enrollment for the e-Statement Service and/or e-Advice

(b) 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 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.

(c) Finance Charge

If the entire amount of the Current 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 Diners to the 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 (except for Transactions relating to the subscription or purchase of any investment product with Citibank) until full payment is credited to the Account. All new Transactions incurred since the Previous Statement date 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.

(d) Late Charge

In addition to the finance charge, a late charge as specified in the Fees Schedule will also be charged if the entire amount of Current Balance is not received by Diners on or before the Payment Due Date.

(e) Default Finance Charge

Diners will review the Account monthly to determine whether default finance charge is chargeable to the Account. If the entire amount of Current Balance of the Previous Statement is not received by Diners on or before the Payment Due Date of the current 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 Current Balance 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.

(f) Service Fee

A non-refundable annual membership fee as specified in the Fees Schedule will be charged to the Account on a date stipulated by Diners. A service fee as specified in the Fees Schedule will be charged to the Account for any payment through cash deposit or for retrieval of any records in connection with the Card.

(g) Return Check/Reject Autopay Fee

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

autopay authorization which is either dishonored 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 Cardmember in a currency other than the currency in which the Account is denominated, the Account will only be credited with such payment after its receipt and deduction of all collection costs.

(j) 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.

(k) Statement Retrieval Fee

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

(l) 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.

(m) Sales Draft Retrieval Fee

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

(n) Personal Data Access Request

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

(o) 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 (in the case of a Card denominated in Hong Kong dollars) or US dollars (in the case of a Card denominated in US dollars).

(p) 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.

4.4 The Cardmember may be accepted by Diners as a member of the Club Payment Plus. Subject to Diners' right to require the Cardmember to pay the full amount of the Current Balance on or before the Payment Due Date, any Club Payment Plus Cardmember will be assigned from time to time by Diners at its discretion a limit (the "Payment Line") up to which he may choose to defer payment until the date of the next Statement. However, he must pay to Diners the following sums at such rates as shown in the Fees Schedule or as may be determined by Diners from time to time:

(a) Minimum Amount Due

For the purpose of this Clause 4.4, the "Minimum Amount Due" (currently (a) The total of the currently billed finance charge, default finance charge, late charge, other fees and charges (if any), (b) 15% 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.

(b) Finance Charge

If the entire amount of the Current Balance stated in the 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 Diners to the Cardmember from time to time at its discretion subject to a minimum amount as shown in the Fees Schedule) will be charged

monitored, amended, tempered with or being sent or disclosed to other parties without the Cardmember's authorization.

- The Cardmember acknowledges that any information received by the Cardmember via his telecommunications equipment pursuant to the Citi Alerts Services is for his (and not any other persons) reference only, and shall not be taken as conclusive evidence of the matters to which it relates.
 - Neither Diners nor any of the telecommunications companies designated by Diners for the purposes of providing the Citi Alerts Services will assume any liability or responsibility for any failure or delay in transmitting information to the Cardmember or for any error or inaccuracy in such information unless it results from any negligence or willful default on the part of Diners or of such telecommunications company. In particular, the Cardmember understands that neither Diners 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 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.
 - The Cardmember understands the third party supporting the Citi Alerts Services (including the telecommunications company designated by Diners) is neither agency of Diners nor representing Diners, and there is no co-operation, partnership, joint venture or other relationship with Diners and Diners is not responsible for any loss caused by such third party including system operator.
 - The Citi Alerts Services use the proprietary software of Diners, Diners' affiliates and/or other software suppliers. The Cardmember agrees that Diners has granted the Cardmember a non-exclusive license to use this software in connection with the e-Statement Service and/or e-Advice Service that allows the Cardmember to use such software only for its intended purposes. The Cardmember agrees that he shall not disassemble, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.
- CANCELLATION**
 - Diners reserves the right to and may at any time withdraw, suspend, extend or modify any of the facilities or services provided to the Cardmember, increase or reduce the Payment Line 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 Cardmember. Without limiting Diners' rights as aforesaid and as an illustration, any such right is likely to be exercised if the 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.
 - The Cardmember may terminate this Agreement at any time by written notice to Diners.
 - Diners may (with or without having suspended or reduced the limits extended, withdrawn any Card or terminated this Agreement) require the Cardmember to immediately pay the entire outstanding balance under the Account. All obligations of the Cardmember incurred or existing under this Agreement as of the date of termination will survive such termination.
 - If Diners for whatever reason terminates this Agreement, Diners may at any time within six (6) months after the termination of this Agreement issue any card to the Cardmember in substitution for the Card.

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 Citibank) 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.

(c) Late Charge

In addition to the finance charge, a late charge as specified in the Fees Schedule will also be charged if the Minimum Amount Due is not received by Diners on or before the Payment Due Date.

(d) Default Finance Charge

Diners will review the Account monthly to determine whether default finance charge is chargeable to the Account. If the Minimum Amount Due is not received by Diners on or before the Payment Due Date of 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 Amount 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.

(e) Other Charges

Other charges as stated in Clauses 5.3 (b), (f), (g), (h), (i), (j), (k), (l), (m), (n), (o) & (p) of this Agreement shall continue to apply.

4.5 Transactions which are effected in currencies other than Hong Kong dollars or US dollars (as the case may be) are converted from the transaction currency into Hong Kong dollars or US dollars (as applicable) at a prevailing rate as determined by Diners on the conversion day. A handling charge as specified in the Fees Schedule will also be charged on such Transactions.

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

5. PAYMENT OF CHARGES

- 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.

12. AMENDMENTS

- Diners 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 Diners deems fit by prior notice. Amendments will take effect on such date as stipulated by Diners in accordance with the applicable code of practice.
- If the Cardmember does not accept Diners' amendments, the Cardmember will discontinue the Account by written notice to Diners before such amendments become effective.
- Any Transaction using the Card after the effective date of the amendments will be deemed to be conclusive evidence that the Cardmember has accepted and agreed to such amendments without reservation.
- MISCELLANEOUS**
 - Diners 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 Cardmember. Without prejudice to the foregoing, Diners 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.
 - All notices, Statements or correspondence sent by Diners 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 Diners. All such notices, Statements or correspondence to be given by Diners will be validly given if dispatched to the Cardmember's address last registered with Diners and will be deemed to be received by the Cardmember within a generally acceptable time of that means of communication.
 - Diners 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 Cardmember; or (b) electronic means (including emails and SMS) given in such manner as Diners may prescribe from time to time all without any inquiry by Diners 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 Diners may refuse to act on the instructions if Diners reasonably believes that by carrying out the instructions, (a) Diners, (b) any of its Group Companies, and/or (c) any of its Third Party Service Providers may break the Law or Regulation. Diners will not be liable to the Cardmember for any loss or damage suffered by the Cardmember resulting in any way from a refusal to act on the instructions under this clause.
 - 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.
 - 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.
 - This Agreement will be governed by and construed in accordance with the laws of Hong Kong. The Cardmember hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong.
 - Nothing in these terms, this Agreement, and/or any other agreement, document, instrument or arrangement between Cardmember and Diners, 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).

5.2 If the Cardmember fails to pay any sum due or payable hereunder, Diners may appoint debt collection agencies to collect the same. If Diners 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 Cardmember or other remedies resulting from the breach or non-compliance with any term of this Agreement, the Cardmember will reimburse Diners 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 Cardmember up to a maximum of 30% of the original outstanding sum.

5.3 The Cardmember will directly settle disputes between Cardmember establishments and the Cardmember for goods and services purchased. Diners will not be responsible for goods and services supplied by Cardmember establishments or for refusal of any Cardmember establishment to accept or honor any Card. Credits to the Account for refunds made by Cardmember establishments will be made only when Diners receives a properly issued credit voucher.

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

5.5 Payments and credits to the Account may be applied in the following order: (1) legal and debt collection fees; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, service, return check / reject autopay, lost card replacement and charge dispute handling fees; (5) outstanding installments of any Plan or other installment programs of Diners; 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 Diners considers appropriate without prior reference to the Cardmember.

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

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

6. LOSS OR THEFT OF THE CARD

- The Cardmember shall observe and follow any recommendation of Diners from time to time regarding the security of the Card and the PIN. The Cardmember must inform Diners as soon as reasonably practicable through Diners Club 24-hour Customer Service on 2860 1888 if any Card is lost or stolen or when someone else knows his PIN.
- The Cardmember shall be fully liable for any transactions (whether or not authorized by him) effected by the use of the Card before he has informed Diners that the Card/PIN has been lost or stolen or that someone else knows the PIN. However, provided that the Cardmember has not acted fraudulently, with gross negligence or in breach of Clause 6.1, the Cardmember's maximum liabilities for such unauthorized transactions shall not exceed HKD500.00 as applicable. The application of the aforesaid limitation on liability of the Cardmember does not apply to loss related to transactions resulting

13.8 Disclosure regarding BDAI

"BDAI" refers to big data analytics and artificial intelligence applications, and generally involves computers to mimic human intelligence so that they can learn, sense, think and act in order to achieve automation and gain analytics insights of large volumes of structured and unstructured data created by the preservation and logging of activity from people, tools and machines. Machine learning, decision tree, natural language processing, biometric authentication technology, internet cookies, web logs are examples of BDAI. BDAI may be used by the Bank in relation to personal data and non-personal data. Use of BDAI by the Bank in relation to personal data is governed by the Bank's Policy Statement relating to Personal Data (Privacy) Ordinance ("Policy Statement"). In addition, the Bank may by itself, or via its service providers, use BDAI for:
(a) performing statistical, trend, market, behaviour, usage pattern, customer segment and pricing analysis;
(b) performing credit, anti-money laundering, fraud prevention and other risk assessments;
(c) planning, research and developments, designing services or products, improving customer experience;
(d) predictive modelling; and
(e) any other purposes relating thereto.

The Bank has in place robust policies and procedures to ensure the security and integrity of data and the use of BDAI is fair and in accordance with applicable laws and regulations.

Disclosure regarding Citi Derived Data
"Citi Derived Data" refers to aggregated and anonymized information or data collected, generated and/or derived by the Bank relating to its customers by way of BDAI or otherwise, but excludes any personal information or data from which the identity of the individual can be directly or indirectly ascertained. The Bank shall be free to use Citi Derived Data without restriction. Without limiting the foregoing right of the Bank, Citi Derived Data in the form of research, trend or market analysis or reports may be transferred to its group companies, and other third parties by it or its group company, with or without remuneration, if and to the extent such transfer is permissible under applicable laws and regulations.



大來信用証合約
條款及細則
(由2020年11月1日起生效)

大來信用証國際(香港)有限公司(簡稱「大來»)按下列的條款發行大來信用証(港元)、大來公司信用証(港元)、大來信用証(美元)及大來公司信用証(美元)(簡稱「大來信用証」)給閣下(簡稱「**信用証會員**」)和任何經信用証會員提名而又獲大來批准發給附屬証之人士(簡稱「**附屬証會員**」), 信用証會員和附屬証會員(每位簡稱「會員」, 會員和附屬証會員亦統稱「會員」)在簽署或使用大來信用証時, 即表示共同及個別同意或確認同意遵守本合約以下條款及負其他附屬以下條款應付給大來的款項, 但附屬証會員毋須負責信用証會員或負其支付給大來的債務：

- 會員資料：

- 會員明白大來是基於會員所提供的資料在現在或未來均為正確無誤才簽發大來信用証給會員。所申報資料如有任何更改包括職業、工作或居住地址、永久居留地或電話號碼, 會員將立即書面通知大來。

- 會員同意大來對會員與大來的電話通話進行錄音。

- 大來信用証的使用

- 會員將須 (a) 於收到大來信用証後立即簽署(須與信用証申請表格或大來所訂明的該其他文件上的簽署相同); (b) 經常小心保管大來信用証並確保大來信用証於任何時間均由會員持有；(c) 不能使用超過大來不時酌情決定的現金透支限額(簡稱「現金透支限額」); (d) 不可在大來信用証被收回或取消後繼續使用; (e) 不可允許任何第三者以任何方式使用大來信用証。

- 會員將須把使用大來信用証的私人密碼保密, 若該密碼一旦洩露給其他人, 會員須立即通知大來。倘若會員之私人密碼不論因任何原因洩露給其他人, 會員將須完全承擔一切由此而招致的後果、損失及/或其他責任, 並將須全數賠償大來一切因此而引起之損失。

- 當使用大來信用証時, 會員應確定於任何單據上的簽署與信用証申請表格(或大來所訂明的該其他文件)及大來信用証上的簽署相同, 以便大來可以進行核對確認。為免生疑, 會員若未能實行此要求, 將不會免除其使用大來信用証的任何責任。若會員想就大來信用証採用新的簽署, 需事先向大來提出書面申請。

- 經大來信用証實行的交易

- 大來信用証可在接受大來信用証的大來及花旗銀行(香港)有限公司(簡稱「花旗銀行香港」)的任何分行和其他金融機構和會員商號處使用。大來信用証可用作購買物品和服務、現金透支、付賬和獲得大來不時提供或安排之其他與大來信用証有關的設施或服務。

- 即使會員沒有簽署任何單據, 會員仍須負責一切因使用大來信用証而實行的交易(簡稱「交易」)。未有會員簽署使用大來信用証而實

況下盡快致電大來24小時客戶服務2860 1888通知大來。

- 大來將向會員發出賬戶的月結單(簡稱「月結單」), 詳列所有交易及費用(簡稱「當時總結欠」)及到期繳付日(簡稱「付款限期」)。若自上一期月結單後沒有任何交易而賬戶的貸方或借方結餘少於大來不時訂定的金額(現時為港幣二十元或美元二元五十分(如適用))的話, 大來可以向會員發出月結單。

- 會員明白及同意其必須不時應大來要求向大來提供令大來或任何其集團公司可遵從任何法律或規章的資料。
- 會員確認, 在其事先向大來表示同意的的前提下, 大來可在會員透過本協議指定的電話服務給予指示時, 使用語音確認技術來收集及分析會員的聲紋生物辨識數據, 以作核實身分之用。

- 會員同意大來應以合理努力, 確保電子月結單服務及/或電子通知書服務的安全性及確保未獲授權的第三方不能進入使用。但是, 會員確認, 大來對於電子月結單服務及/或電子通知書服務適過在任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。會員確認其明白並接受所有使用電子月結單服務及/或電子通知書服務可能涉及的風險, 包括但不限於電子月結單服務及/或電子通知書服務在未經會員授權的情況下被截斷、監察、修改、竄改或被送遞或披露予其他方。

- Citi Alerts即時短訊服務使用大來的、大來的附屬公司及/或其他軟件供應商的專有權軟件。會員同意大來已就Citi Alerts即時短訊服務向會員授予使用该軟件的非專用途特許，此特許僅容許會員使用该軟件作預定之用途。會員同意不會進行任何有關該軟件的分拆、解碼、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。

- Citi Alerts即時短訊服務使用大來的、大來的附屬公司或其他軟件供應商之專有權軟件。會員同意大來已就Citi Alerts即時短訊服務向會員授予使用该軟件的非專用途特許，此特許僅容許會員使用该軟件作預定之用途。會員同意不會進行任何有關該軟件的分拆、解碼、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。

- 會員明白支持Citi Alerts即時短訊服務的第三方(包括大來指定的合夥公司)并非大來的代理，亦不代表大來，且與大來並無合作、合夥、聯營或其他關係。大來不會為該第三方(包括系統營運者)引致的任何損失負責。

- 會員須以書面通知大來終止本合約。

- 會員須負責其電訊設備的保安, 並須採取一切合理的防範措施以防任何第三者接觸到任何機密資料。大來將不會為任何機密資料的披露而負上任何法律責任。

- 會員同意, 若大來成功將與電子月結單服務及/或電子通知書服務有關的電郵(如適用)送遞往會員指定的電郵地址, 應視為將每月結單及/或指定通知書送交會員。若大來未能將電子月結單服務及/或電子通知書服務有關的電郵送遞往會員指定的電郵地址, 或基於任何理由, 儘管會員登記電子月結單服務及/或電子通知書服務, 大來可全權酌情決定將任何帳戶月結單及/或通知書郵寄往會員最新登記的郵遞地址。
- 大來可不時酌情決定修改、限制、撤銷、取消、暫停或中止電子月結單服務及/或電子通知書服務, 而毋須給予任何理由或事前通知。大來保留權利, 可透過事先向會員發出通知隨時全權酌情決定不時就電子月結單服務及/或電子通知服務徵收費用。

- 會員明白到, 電子月結單服務及/或電子通知書服務須要求會員擁有適當的互聯網及電訊服務及具有適當的設備, 會員應保持使用電子月結單服務及/或電子通知服務的設備穩妥可靠。

- 基於使用電子月結單服務及/或電子通知書服務, 會員承諾向大來提供其最新及正確的電郵地址。

- 若大來在合理測試後, 仍未能將有關電子月結單服務及/或電子通知書服務的電郵送遞給會員, 電子月結單服務及/或電子通知書服務將自動取消。大來並會恢復向會員印發月結單及/或通知書。

行的交易包括但不限於以電話、傳真、郵寄或電子媒介、直接授權從戶口轉賬付款、或利用自動櫃員機服務(無論此設備是屬於大來或花旗銀行香港與否)或透過會員商號之銷售點終端機或用信用卡電話服務或任何其他大來不時認可的設備發出的指示。

- 會員不可使用大來信用証參與任何非法活動(包括互聯網上的非法賭博)。大來保留權利拒絕處理或支付大來懷疑涉及非法賭博或根據適用法律可能為不合法的交易。如大來合理相信處理或支付有關交易, (a)大來、(b)花旗集團及其集團公司, 包括大來在內(「集團公司」)、及(或)c大來或任何集團公司選擇向其提供服務而又非付款設施供應商的任何第三方(即指構成全球付款系統設施的第三方, 包括但不限於, 通訊、結算或付款系統、中介銀行及代理銀行(「付款設施供應商」))(「第三方服務供應商」)可能違反(i)任何當地或海外的司法管轄區的法律或規章, 或(ii)大來在任何當地或海外的司法管轄區與任何具司法管轄權的規管、檢控、稅務或政府機關(「機關»)訂立的任何協議(i)及(ii)統稱為「法律或規章」)。大來可拒絕處理或支付有關交易。大來將無須就會員因在本條款下的交易遭拒絕處理及支付而蒙受的任何損失或損害向會員負責。

- 受以下有關條款規限, 免息分期付款計劃(簡稱「本計劃」)只在會員光顧大來可能不時指定的商店(各稱「**商戶**」)時適用於會員。就每次使用本計劃的交易而言：

- 任何已對本計劃及交易提交的要求, 均不能取消、變更或撤銷。

本計劃是否有效, 須受限於賬戶狀況查核及大來絕對酌情決定最終接納與否。

- 每筆分期付款均不得取消並會每月從賬戶支取。任何退回或交換產品將不會影響在本計劃下的付款責任；及

- 大來及商戶可全權酌情決定本計劃不可與任何其他優惠項目同時使用。所有與本計劃有關的事宜及爭議, 須以大來最終決定為依據。

- 費用及收費

- 大來將為會員使用大來信用証而設一賬戶(簡稱「**賬戶**」)。大來有權從此賬戶支取所有交易之款項和所有費用、收費、利息、欠款和其他據本合約應付的款項(統稱為「**費用**」)。

- 大來將每月向會員發出賬戶的月結單(簡稱「月結單」), 詳列所有交易及費用(簡稱「當時總結欠」)及到期繳付日(簡稱「付款限期」)。若自上一期月結單後沒有任何交易而賬戶的貸方或借方結餘少於大來不時訂定的金額(現時為港幣二十元或美元二元五十分(如適用))的話, 大來可以向會員發出月結單。

- 會員須於付款限期之前或當日繳付當時總結欠, 包括按照大來信用証服務收費表(簡稱「**服務收費表**」)或大來不時訂定的收費率支付以下各款項給大來：

(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」)(現時為當時總結欠總額)。

(b) 現金透支費用及現金透支利息
會員每次使用現金透支服務須繳付列載於服務收費表的現金透支費用, 而大來將按有關現金透支之總額(包括現金透支費用)由現金透支中提取日起至合法的交為。如大來合理相信處理或支付有關交易, (a)大來、(b)花旗集團及其集團公司, 包括大來在內(「集團公司」)、及(或)c大來或任何集團公司選擇向其提供服務而又非付款設施供應商的任何第三方(即指構成全球付款系統設施的第三方, 包括但不限於, 通訊、結算或付款系統、中介銀行及代理銀行(「付款設施供應商」))(「第三方服務供應商」)可能違反(i)任何當地或海外的司法管轄區的法律或規章, 或(ii)大來在任何當地或海外的司法管轄區與任何具司法管轄權的規管、檢控、稅務或政府機關(「機關»)訂立的任何協議(i)及(ii)統稱為「法律或規章」)。大來可拒絕處理或支付有關交易。大來將無須就會員因在本條款下的交易遭拒絕處理及支付而蒙受的任何損失或損害向會員負責。

(c) 財務費用
大來將每月檢討閣下的賬戶情況, 若賬戶顯示上期月結單(簡稱「上期月結單」)所述的當時總結欠未能在付款限期當天或之前繳付, 大來將就其上期月結單的未繳付之結欠由上期月結單日起直至全數存入賬戶為止, 收取財務費用(根據月結單或服務收費表或大來不時酌情通知的利率收取, 以服務收費表所顯示的最低金額為下限)。此外, 所有由上期月結單日起計的所有新交易發賬將計入未付之結欠中, 以計算各項由交易日起計的財務費用(即使該各項新交易是在本月月結單的付款限期才需付款, 但有關於認購或購買花旗銀行香港任何投資產品的交易除外)。所有財務費用將以每日計算和累積。

(d) 逾期手續費
若大來未能在付款限期之前或當日收到當時總結欠, 大來將根據在收取逾期手續費當日之上一期月結單所述的當時總結欠收取列載於服務收費表的逾期手續費。

(e) 拖欠財務費用
大來將每月檢討賬戶以決定是否收取拖欠財務費用。若該賬戶未能在本月月結單的付款限期或之前收到上期月結單的當時總結欠, 大來將就本月月結單之隔一期後的月結單未繳付之結欠及該月結單之隔一期後的月結單日起之所有新發賬收取拖欠財務費用(列載於服務收費表上)以取代財務費用, 即使該各項新交易是在相關月結單的付款限期才需付款。該拖欠財務費用將繼續適用直至大來在任何連續六個月結單的付款限期或之前均收到相關月結單的當時總結欠為止。此後財務費用將在適用時開始徵收。拖欠財務費用將每日計算和累積。

(f) 服務費用
大來將於其指定日期向會員之賬戶收取列載於服務收費表上不可退還的會員年費。大來亦將就現金付款或索取任何有關大來信用証記錄之服務從賬戶收取列載於服務收費表上的服務費用。

(g) 退票/自動轉賬退回的費用
若付款入賬的支票不能兌現或自動轉賬之授權被拒絕或撤銷,

97 若會員擬取消電子月結單服務及/或電子通知書服務的登記, 須於下期月結單/下一張通知書日期前不少於10個工作天前透過Citibank網上理財, 或於下一個結單/下一張通知書日期前最少15個工作天致電大來24小時客戶服務28601888或前往花旗銀行香港分行, 通知大來。在取消電子月結單服務及/或電子通知書服務的登記後, 大來將恢復向會員印發月結單及/或通知書。

98 會員同意, 大來毋須就會員的數據、軟件、電腦、電訊設備或其他設備因會員使用電子月結單服務及/或電子通知書服務所導致的(包括但不限於)任何損失、損害或支出而承擔任何責任, 除非純粹直接因大來嚴重疏忽或蓄意錯失所致, 則則別論。

99 會員同意大來應以合理努力, 確保電子月結單服務及/或電子通知書服務的安全性及確保未獲授權的第三方不能進入使用。但是, 會員確認, 大來對於電子月結單服務及/或電子通知書服務適過在任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。會員確認其明白並接受所有使用電子月結單服務及/或電子通知書服務可能涉及的風險, 包括但不限於電子月結單服務及/或電子通知書服務在未經會員授權的情況下被截斷、監察、修改、竄改或被送遞或披露予其他方。

910 電子月結單服務及/或電子通知書服務使用大來的、大來的附屬公司或其他軟件供應商的專有權軟件。會員同意大來已就Citi Alerts即時短訊服務向會員授予使用该軟件的非專用途特許，此特許僅容許會員使用该軟件作預定之用途。會員同意不會進行任何有關該軟件的分拆、解碼、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。

101 會員同意, 透過登記及使用本公司透過電訊設備傳提的服務(簡稱「Citi Alerts即時短訊服務」), 即代表會員接受並同意受本合約第10條款約束, 並支付與使用Citi Alerts即時短訊服務的任何費用。會員同意遵從任何及所有現時或此後制定、頒佈或執行並適用於Citi Alerts即時短訊服務的法律、法規、規定及官方指引, 以及大來不時向會員提供、藉以規管有關電訊服務使用其他設施、優惠或服務的其他條款及條件。

102 會員須負責其電訊設備的保安, 並須採取一切合理的防範措施以防任何第三者接觸到任何機密資料。大來將不會為任何機密資料的披露而負上任何法律責任。

103 會員同意大來應以合理努力, 確保Citi Alerts即時短訊服務的安全性及確保未獲授權的第三方不能進入使用。但是, 會員確認, 大來並不保證通過Citi Alerts即時短訊服務所傳送的任何資料的保安、保密或機密事宜。會員確認其明白並接受所有使用Citi Alerts即時短訊服務可能涉及的風險, 包括但不限於Citi Alerts即時短訊服務在未經會員

大來將從賬戶中收取列載於服務收費表上的退回手續費。

(h) 補發新証費
如須補發大來信用証, 會員將須支付列載於服務收費表上的手續費。

(i) 外幣匯票託收服務
若會員以賬戶結算貨幣以外之其他貨幣付款, 該筆付款只將在大來收到後及扣除所有收款費用後, 才存入賬戶中。

(j) 賬目調查手續費
若每項不成立之賬目調查, 大來將收取列載於服務收費表上的賬目調查手續費。

(k) 補發月結單手續費
若會員申請補發月結單, 大來將收取列載於服務收費表上的手續費。

(l) 支票提取賬戶盈餘手續費
若會員以支票提取賬戶盈餘, 大來將收取列載於服務收費表上的手續費。

(m) 申請補發發賬根手續費
若會員要求申請補發發賬根, 大來將收取列載於服務收費表上的手續費。

(n) 查閱個人資料手續費
若會員要求查閱個人資料, 大來將就每項個人資料查閱收取列載於服務收費表上的手續費。

(o) 動態貨幣兌換費
在香港以外地區進行的任何動態貨幣兌換交易, 而交易的金額以港元從賬戶中扣除(如屬以港幣計值的大來信用証)或以美元從賬戶中扣除(如屬以美元計值的大來信用証)的話, 該交易將會被徵收服務收費表所訂明的動態貨幣兌換費。

(p) 免息分期付款計劃取消交易手續費
不論任何原因, 若取消免息分期付款計劃, 將會被徵收服務收費表所訂明的取消交易手續費。

- 會員有可能被大來接納為「靈活付款計劃」的會員。除大來可使用其權利要求會員在付款限期之前或當日繳付當時總結欠之全數外, 任何「靈活付款計劃」的會員將可在不超過大來不時酌情決定授予會員的某個限額內(簡稱「**付款額**」), 自由選擇將付款延遲至下一張月結單的日期。但會員必須按照服務收費表或大來不時訂定的收費率支付以下各款項給大來：

(a) 最低付款額
就本合約第4.4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

授權的情況下被截斷、監察、修改、竄改或被送遞或披露予其他方。

10.4 會員確認, 任何會員透過其電訊設備所收到的Citi Alerts即時短訊服務的任何資料, 均只作會員(而非任何其他人士)的參考用途, 不應將之作為與其有關事宜之不可推翻的證據。

10.5 大來及大來為提供Citi Alerts即時短訊服務而指定之任何電訊公司, 均不會為任何未能或延遲向會員傳送資料或資料中的任何錯誤或偏差而負上任何法律責任或責任, 除非該責任由大來或該電訊公司引致的任何嚴重疏忽或故意失責所造成。會員明白, 大來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(包括但不限於會員的電訊設備因任何原因未能接收資料、任何電訊故障、互聯網服務供應商失靈、電力故障、設備或裝置失靈、停頓、受到干擾或有所不足、天災、政府行為、內亂、罷工、戰爭、火災、水災或爆炸)負上任何法律責任或責任。

10.6 會員明白支持Citi Alerts即時短訊服務的第三方(包括大來指定的合夥公司)并非大來的代理，亦不代表大來，且與大來並無合作、合夥、聯營或其他關係。大來不會為該第三方(包括系統營運者)引致的任何損失負責。

10.7 Citi Alerts即時短訊服務使用大來的、大來的附屬公司及/或其他軟件供應商的專有權軟件。會員同意大來已就Citi Alerts即時短訊服務向會員授予使用该軟件的非專用途特許，此特許僅容許會員使用该軟件作預定之用途。會員同意不會進行任何有關該軟件的分拆、解碼、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。

- 取消

11.1 大來保留權利並可以在毋須給與會員任何理由或事先通知下, 收回、暫停、延長或更改任何提供給會員的設施或服務, 提高或降低靈活付款額或現金透支額, 收回任何或所有大來信用証、結束賬戶或終止本合約。在不局限大來上述權利及作為實例說明, 大來可能在下述情況下行使該等權利, 例如會員違反本合約之任何條款、沒有支付到期款項或開始或面對破產、償債或類似行為或被訴訟認為令任何法律或規章可獲遵從。

11.2 會員須以書面通知大來終止本合約。

11.3 大來可以(無論有否暫停或減少靈活付款額、收回任何大來信用証或終止本合約)要求會員立刻償還全部賬戶內之欠款。即使本合約已經終止, 會員仍須負擔因本合約所產生或仍然存在之責任。

11.4 如大來不論因任何原因終止此合約, 大來有權於合約終止後六個月內任何時間向會員發出任何信用證以取替此大來信用証。

- 修訂

12.1 大來保留權利可隨時透過事先通知修訂本合約之條款, 包括但不限

的財務費用, 拖欠財務費用、逾期手續費、其他費用及收費(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。

(b) 財務費用
若賬戶顯示上期月結單所述的當時總結欠。未能在付款限期當天或之前繳付, 大來將就其上期月結單的未繳付之結欠由上期月結單日起直至全數存入賬戶為止, 收取財務費用(根據月結單或服務收費表或大來不時酌情通知的利率收取, 以服務收費表所顯示的最低金額為下限)。此外, 所有由上期月結單日起計的所有新交易發賬將計入未付之結欠中, 以計算各項由交易日起計的財務費用(即使該各項新交易是在本月月結單的付款限期才需付款, 但有關於認購或購買花旗銀行香港任何投資產品的交易除外)。所有財務費用將以每日計算和累積。

(c) 逾期手續費
若大來未能在付款限期之前或當日收到最低付款額, 大來將根據在收取逾期手續費當日之上一期月結單所述的當時總結欠收取列載於服務收費表之逾期手續費。

(d) 拖欠財務費用
大來將每月檢討賬戶以決定是否收取拖欠財務費用。若該賬戶未能在任何月結單的付款限期或之前收到該月結單的最低付款額, 大來將就該月結單之隔一期後的月結單未繳付之結欠及該月結單之隔一期後的月結單日起之所有新發賬收取拖欠財務費用(列載於服務收費表上)以取代財務費用, 即使該各項新交易是在該月結單的付款限期日才需付款。該拖欠財務費用將繼續適用直至大來在任何連續六個月結單的付款限期或之前均收到相關月結單的最低付款額為止。此後財務費用將在適用時開始徵收。拖欠財務費用將每日計算和累積。

(e) 其他費用
其他在本合約第5.3(b)、(f)、(g)、(h)、(i)、(j)、(k)、(l)、(m)、(n)、(o)以及(p)內列出之費用將繼續適用。

4.5 以非港幣或美元(視屬何情況而定)之貨幣達成的交易付款, 交易所用之貨幣將會於折算日按大來選擇的現行兌換率兌換成港幣或美元(視屬何情況而定)。此等交易亦將另外收取列載於服務收費表上的手續費。

4.6 會員同意, 會員須負全責確保及時收到所有月結單, 並當未能及時收到時向大來作出查詢及要求領取該份月結單。會員並承諾核實每份月結單是否正確。如有任何差異、錯漏、錯誤或不正確的記項或詳情, 會員應於月結單日期起六十天內通知大來。在該段期間終結後, 有關的大來紀錄及月結單詳情, 應為針對會員的確認, 除了已通知大來的任何指稱錯誤, 以及大來行使權利以調整及修訂任何記

賬項或詳情(大來可於任何何時開行使有關權利)處理其造成的不當或錯誤之外; 及(大來毋須進一步證明有關紀錄及詳情屬實正確。

於任何收費或費用之定率和付款方式作出的任何修訂。該新修訂條款將根據適用的營運守則從大來指定之日期生效。

12.2 若會員拒絕接受大來之新修訂, 會員須在該修訂生效前停止其賬戶。

12.3 會員在大來發出有關新修訂通知生效日期後使用大來信用証所作之交易將被視為會員無條件地接受並同意該新修訂。

- 其他

13.1 大來可在任何時間在毋須事先通知會員的情況下, 將其在本合約內的任何或所有權利或業務轉讓、轉讓、授權或分予任何人士。在無損於上述所述的情況下, 如大來合理認為大來應僅作任何法律或規章而合理所需, 大來亦可將大來在本協議內之全部或部份權益和義務及賬戶中的任何款項轉移給任何集團公司。

13.2 所有大來發出之通知、月結單或書信可以書面通知、月結單附件或通知書、電子郵件訊息或印在月結單或通知書上訊息或透過大來認為恰當之任何其他形式。所有此等大來發出之通知, 月結單或書信在向會員最後在大來登記的地址送達後即為有效發出, 並在該等通訊方式之通常送遞時間內視為已由會員收取。

13.3 大來特此被授權(但並非必須)採納經以下方式發出的指示：

(a) 據稱由會員發出的電話、傳電傳報、郵寄、傳真傳輸或書面指示；或

(b) 以大來不時指定的方式透過電子途徑(包括電子郵件及短訊)發出的指示, 儘管有任何錯誤、誤解、欺詐、偽造或在條款上不清晰或欠缺授權, 不須大來查詢有關人士作出或據稱給予此等指示的權限或身份, 或查詢它們是否真實, 但如大來合理相信執行有關指示, (a)大來、(b)任何其集團公司及/或(c)任何其第三方服務供應商可能違反法律或規章, 大來可拒絕執行有關指示。大來將無須向會員因在本條款下的指示遭拒絕執行而蒙受的任何損失或損害向會員負責。

13.4 本合約條款之中文翻譯本僅作指引參考用途。如中、英文本有任何差異, 將以英文本為準。

13.5 除文意須另作解釋, 否則, 所有本合約內有單數含義之字眼亦包括雙數含義, 而有雙數含義之字眼亦包括單數含義, 如適當時所有男性之字眼亦包括女性和/或中性。本合約之標題僅作參考用途並不會影響本合約之詮釋。

13.6 本合約受香港法律管轄並應根據香港法律詮釋。會員茲此同意接受香港法庭及澳門法庭的非專屬性司法管轄權。

13.7 此等條款、本合約、及/或會員與大來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

項或詳情(大來可於任何何時開行使有關權利)處理其造成的不當或錯誤之外; 及(大來毋須進一步證明有關紀錄及詳情屬實正確。

- 費用支付

5.1 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的條款約束, 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。

5.2 若會員未能按本合約支到期須付或應付的款項, 大來可委派派收賬公司代收有關款項。若大來因向會員催繳、追收或在控告會員賠償在本合約規定下應付之欠款或因會員違反或不遵守本合約條款而須作出其他補償, 而須支付律師費、收費費用或其他開支, 會員將補償大來法庭按其所有基金基準評定的律師費(合理地招致及金額合理的費用及開支), 雙方互行協議除外。與此有關的其他合理地招致的費用及開支(包括收賬公司的費用)將由會員補償, 但最高補償金額為原欠付款項金額的百分之三十(30%)。

5.3 會員與會員商號對購物及服務之糾紛, 將由會員直接與會員商號自行解決。有關任何會員商號所供應之貨品或服務, 或有任何會員商號拒絕接受大來信用証, 大來將毋須對此負責。會員商號的退款在大來收到其正確無誤的退款單據後, 才轉運到賬戶中。

5.4 大來只會如在如實收到已兌現的付款及將外幣付款據大來一般慣常運作由大來兌換成賬戶結算貨幣後, 並在不作任何抵銷、追討、附帶條件、限制、扣除或預扣下, 才被視為收到會員的付款及已將款項存入賬戶中。

5.5 賬戶所收到的款項或其他進賬, 可按照下列次序支付：(1) 法律及收賬費用；(2) 財務費用；(3) 現金透支利息；(4) 所有適用的收費及費用, 包括但不限於現金透支費用、逾期手續費、超額費用、服務費用、退票/自動轉賬退回費用、補發新証費及賬目調查手續費；(5) 任何計劃或大來其他的分期計劃下未付的分期付款餘額；及(6) 其他交易之未付本金餘額(在該些交易被徵收的財務費用利率有所不同的情況下, 費用收取次序為最高利率至最低利率); 或可在大來毋須預先通知會員之下但認為適當的次序支付款項。

5.6 閣下同意本行可在任何時候將郵寄支票至閣下最新更改之通信地址, 以選該該戶口內部分或全部之結餘, 而毋須事先通知。

5.7 在不影響本合約的其他條款下, 若會員須離開香港一段時間, 會員須在離開香港前安排繳付費用給大來。

- 大來信用証遺失及被竊

6.1 會員應根據大來不時提供之指示留意大來信用証及密碼之保安。若大來信用証遺失或被竊或被人知悉其密碼, 會員須在合理可能的情

條文而不會享有的任何強制執行條款的利益或權利。

- 有關“BDAl”的披露

“BDAl”是指big數據分析及人工智能應用, 一般涉及電腦模擬人類智慧, 令它們能夠學習、感受、思考及行動以達到自動化及取得大量由保存及記錄人類、工具、機器活動而創造的結構性資料及非結構性資料的分析見解。機器學習、決策樹、自然語言處理、生物特徵認證技術、互聯網奇檔案、網絡記錄檔皆為BDAl的例子。銀行可就個人資料或個人資料使用BDAl。銀行就個人資料的BDAl的使用受銀行的有關《個人資料(私隱)條例》的政策聲明(“政策聲明”)約束。此外, 銀行可自行或透過其服務供應商, 使用BDAl作：

- (a) 進行統計、走勢、市場、行為、使用模式、顧客分類及定價分析；
- (b) 進行信貸、反洗錢、預防欺詐及其他風險評估；
- (c) 計劃、研究及發展、服務或產品設計, 改善顧客體驗;
- (d) 預測模型；及
- (e) 任何與上述有關的其他用途。

銀行已設立有力的政策及程序以確保數據的安全及完整性及BDAl的使用是公平及按照適用法律及規例的。

有關花旗衍生數據的披露

“花旗衍生數據”是指銀行透過BDAl或其他方法收集、產生或衍生的已總合及匿名化的有關客戶的資料, 但不包括任何個人資料或能夠直接或間接確定個人身分的數據。銀行可不受限制地自由使用花旗衍生數據。在不限制上述的銀行權利下, 不論是為酬或無酬, 若該轉移是在適用法律及規例下允許的, 花旗衍生數據及其數可以研究, 走勢或市場分析或報告形式