

CITI CREDIT CARD AGREEMENT TERMS AND CONDITIONS

(Applicable to Citi ULTIMA/Citi Prestige Card/Citi Premier/Miles Card/
Citi Cash Back Card/Citi Cash Back Card American Express® Card/
Citi Rewards Card/Citi Clear Card/Classic Card/Citi Gold Card)
(Effective on November 1, 2020)

Citi Credit Card ("Card") is issued by Citibank (Hong Kong) Limited (the "Company") to you ("Principal Cardholder / Cardmember") and any person nominated by the Principal Cardholder / Cardmember and approved by the Company to receive a Supplementary Card ("Supplementary Cardholder / Cardmember") upon the following terms. By signing or using the Card, the Principal Cardholder / Cardmember and any Supplementary Cardholder / Cardmember (each a and together the "Cardholder / Cardmember") jointly and severally agree or confirm their agreement to abide by and, with the exception of the 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 ("Credit Limit"); (d) not exceed the cash advance limit assigned by the Company (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limit assigned by the Company from time to time at its discretion ("Loan Limit"); and (f) not use the Card after it is withdrawn or cancelled.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 or whatsoever reason.
 - 2.3 When using the Card, the Cardholder / Cardmember should ensure that the signature in the sales draft is the same as the signature appearing on the application form (or such other documents as may be prescribed by the Company) and the Card for the Company's verification purpose. For the avoidance of doubt, failure to do so will not relieve the Cardholder / Cardmember from liability for the use of the Card. The Cardholder / Cardmember should submit prior written application to the Company if he wants to adopt a new signature for the use of his Card.
- 3. TRANSACTIONS EFFECTED THROUGH CARD
 - 3.1 The Card may be used at any branch of the Company and other financial institutions and merchants, which accept the Card for effecting purchases of goods and services, drawing of cash advance, payment of the Cardholder's / Cardmember's outstanding accounts and such other credit card facilities or services as the Company may from time to time provide or arrange. The Card may also be used by the Cardholder / Cardmember by applying for a loan under any of the credit card loan programs run by the Company from time to time (including, without limitation, "Quick Cash" Installment Program, "FlexiBill" Installment Program, "PayLite" Installment Program, Cash Conversion Program, Balance Transfer Program).
 - 3.2 The Cardholder / Cardmember will be liable for all transactions ("Transactions") effected through the use of the Card even if no sales draft is signed by him and/or the Customer Credit Limit or Loan Limit is exceeded

CITB_GCA_0020_VG_NA

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

- 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 regulator, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign (the "Authorities") ((i) and (ii) collectively referred to as the "Law or Regulation"). The Company will not be liable to the Cardholder / Cardmember for any loss or damage suffered by the Cardholder / Cardmember resulting in any way from a refusal to process or pay a Transaction under this clause.
- 3.4 Subject to the relevant terms hereunder, the Interest-Free Installment Plan (the "Plan") is a loan provided by the Company at its absolute discretion and is only applicable to the Cardholder / Cardmember at such merchants as may be designated and communicated by the Company from time to time (each a "Merchant") in respect of each Transaction using the Plan.
 - (a) Cardholder/Cardmember irrevocably authorizes the Company to pay the full Transaction amount ("Loan Amount") to the Merchant in one lump sum (which may be before all or part of the relevant goods or services have been provided by the Merchant) and undertakes to repay the Loan Amount to the Company by installments through the Card (each an "Installment");
 - (b) any Plan once accepted by Cardholder/Cardmember and the Transaction subject to the Plan cannot be cancelled, altered or reversed. Availability of the Plan is subject to eligibility and account status checking by the Company in its absolute discretion;
 - (c) the Loan Amount will be held from the Customer Credit Limit according to the tenor of the Plan and shall be repaid by monthly Installments. Each Installment is irrevocable and will be debited monthly from the Account until full repayment of the Loan Amount. The Company will proportionally restore the Customer Credit Limit every month after payments of each Installment by Cardholder/Cardmember. As such, only the outstanding Installment amounts shall be counted against the Customer Credit Limit. Any return or exchange of products will not affect the payment obligations under the Plan;
 - (d) the Plan cannot be used in conjunction with any other promotional offers as determined by the Company and the Merchant in their sole discretion. All matters and disputes relating to the Plan are subject to the final decision of the Company.
 - (e) availability of the Plan might be communicated by the Company to the Cardholder/Cardmember at the participating Merchant store at the time of the relevant Transaction, through SMS or other digital channel and Cardholder/Cardmember agrees to receive such communication from the Company as service notification. Cardholder/Cardmember may accept the Plan by responding to such communication and any Plan accepted by the Cardholder/Cardmember shall be governed by the terms of this Agreement. Availability of the Plan for the relevant Transaction will expire if not accepted by the Cardholder/Cardmember within such time as specified by the Company;
 - (f) Cardholder/Cardmember may not cancel the purchase or subscription of

- 7. RIGHTS OF THE COMPANY
 - 7.1 The Cardholder / Cardmember hereby agrees that the Company may, at any time and without prior notice, set off or transfer any monies standing to the credit of the Cardholder's / Cardmember's accounts and all bank accounts with the Company or Citibank, N.A. of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all sums due to the Company in connection with the Card in whatever currency. Insofar as any of the sums may only be due to the Company contingently or in future, the Company's and Citibank, N.A.'s liability to the Cardholder / Cardmember to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event.
 - 7.2 Save where Clause 13 (Cardholder / Cardmember who banks with Citibank, N.A., Hong Kong Branch) applies, the Cardholder / Cardmember requests each of the Company and Citibank, N.A., Hong Kong Branch (each, a "Citi Paying Entity") to undertake to the other (each, a "Citi Creditor") to discharge any indebtedness which the Cardholder / Cardmember owes to a Citi Creditor upon the written demand of that Citi Creditor certifying to the Citi Paying Entity that the Cardholder/Cardmember has failed to discharge any such indebtedness on its due date. The Cardholder/Cardmember undertakes to indemnify each of the Citi Paying Entities against all losses and liabilities which any of you may incur in connection with such undertaking.
 - 7.3 Any Card issued to the Cardholder / Cardmember is and remains the property of the Company, and is not transferable. The Cardholder / Cardmember will promptly return all Cards on demand.
 - 7.4 The Cardholder / Cardmember agrees that (a) the Company, (b) any of its Group Companies, and/or (c) any of its Third Party Providers may withhold or deduct any collected amount, meaning an amount for or on account of, or which represents, withholding, income tax, value added tax, tax on the sale or disposition of any property, duties, or any other lawfully collected amount (the "Collected Amount"), which is required to be withheld or deducted to comply with any Law or Regulation from any payment to the Cardholder / Cardmember, or to or from the Account, or any of the Cardholder's / Cardmember's accounts. Any Collected Amount shall be timely paid to the relevant Authority in accordance with the relevant requirement. The Cardholder / Cardmember will be notified of any Collected Amount as soon as reasonably practicable. The Cardholder / Cardmember acknowledges that the Company will not be required to reimburse the Cardholder / Cardmember for any amount withheld or deducted by a Payment Infrastructure Provider. Further, to the extent the Company or any of its Group Companies or its Third Party Service Providers pays or has paid from its own funds or is or will become required to make a payment to an Authority in respect of an amount that should have been, but was not, a Collected Amount, the Cardholder / Cardmember will indemnify the Company for such payment, plus any interest and penalties thereon. The Cardholder / Cardmember understands that the Company is not required to contest any demand made by an Authority for such payment.
- 8. PERSONAL DATA
 - 8.1 The Cardholder / Cardmember hereby agrees that all personal data relating to the Cardholder / Cardmember collected by the Company from time to time may be used, held, disclosed, and/or transferred to any of the Group Companies and its Third Party Service Providers and such persons (whether in or outside Hong Kong) as set out in the Policy Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force available by the Company to its customers from time to time for the purposes as stated in the said Policy Statement and the Authorities for compliance with any Law or Regulation or as required by or for the purpose of any court, legal process, audit or investigation of any Authority. The aforesaid shall apply notwithstanding any applicable non-disclosure agreement. The Cardholder / Cardmember acknowledges that such personal data and account information or records may be transferred to jurisdictions which do not have strict data protection or data privacy laws.
 - 8.2 The Cardholder / Cardmember hereby agrees that the Policy Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force shall in all respects apply in relation to the Card and the Account and any matter arising thereunder. The Cardholder / Cardmember understands that the Cardholder / Cardmember
 - 8.3 The Cardholder / Cardmember understands and agrees that he must provide to the Company with such information as the Company may require from time to

- the goods and/or services and agrees not to claim against the Company whatsoever in all circumstances in relation hereto, including the refund of tax, amount of 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.
 - (g) in the event where the Merchant is not able to deliver or perform the goods or services in full or in part or is otherwise in default in relation to the goods or services for any reason whatsoever, including without limitation the cessation of business or bankruptcy or winding-up of the Merchant, Cardholder/Cardmember remains liable to pay each and every Installment to the Company until the Loan Amount is repaid in full;
 - (h) any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the Merchant by the Cardholder/Cardmember. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder/Cardmember remains liable to repay the entire Loan Amount to the Company in the manner stipulated by this Agreement.
 - (i) payment of each Installment shall be treated in the same way as any other Transaction charged to the Account and subject to all terms of the Agreement. In any event, Cardholder/Cardmember is required to repay the Loan Amount in full to the Company and is liable for all charges, including without limitation to charges on overdue payments, in accordance with the terms of this Agreement;
 - (j) the Company is neither the provider of the goods and services nor an agent of the Merchant, and shall not be responsible for the quality, warranty, delivery, supply, installation, ownership of any intellectual property and any matter related to the goods or services. The Merchant is solely responsible for all obligations and liabilities relating to such goods or services and all auxiliary services; and
 - (k) the Company may at its absolute discretion and at any time without giving any prior notice and reason, (i) not offer the Plan to Cardholder / Cardmember; or (ii) withdraw or cancel the Plan/Loan/Account. Upon the occurrence of any of the aforementioned event, or if the Cardholder / Cardmember cancels the Account, Cardholder/Cardmember shall immediately repay all outstanding liabilities under the Account, including without limitation any amount outstanding under the Loan, to the Company.
 - 4. CHARGES
 - 4.1 The Company will maintain an account ("Account") in respect of the Card to which the values of all Transactions and all charges, fees, interests, outstanding balances and other sums payable ("Charges") will be debited.
 - 4.2 The Company will issue to the Cardholder / Cardmember a monthly statement ("Statement") of the Account setting out details of all Transactions and Charges ("Statement Balance") and the date by which payment must be made ("Payment Due Date"). However, the Company may not issue a Statement to Cardholder / Cardmember if there has been no Transaction since the last Statement, and the credit or debit balance is less than such amount as may be determined by the Company from time to time (currently HKD20.00).
 - 4.3 Subject to the Company's right to require the Cardholder / Cardmember to pay the full amount of the Statement Balance on or before the Payment Due Date, the Cardholder / Cardmember will pay to the Company the following sums at such rates as shown in the Citi Credit Card Fees Schedule ("Fees Schedule") or as may be determined by the Company from time to time:
 - (a) Minimum Payment Due
The "Minimum Payment Due" as shown on the Statement ("Minimum Payment Due") although the Cardholder / Cardmember may pay any larger sum he wishes.
 - (b) Credit Excess
In addition to the Minimum Payment Due, the Company may, notwithstanding any imposition of over limit charge or instant temporary Customer Credit Limit upgrade fee, require payment of any or all of the excess beyond his Customer Credit Limit, if for whatsoever reason the Cardholder / Cardmember has been allowed to incur such excess.
 - (c) Cash Advance Fee and Charge
A cash advance fee as shown in the Fees Schedule will be charged on each cash advance drawn by the Cardholder / Cardmember and the aggregate amount of the cash advance (including the cash advance fee) will be subject to the applicable finance charge from the date when the cash advance is drawn until the entire amount of the outstanding cash advance
 - 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, or loss of or damage to the Cardholder's / Cardmember's mobile phone or any other equipment, or loss of or damage to the Cardholder's / Cardmember's credit history or credit rating, or any other loss or damage, shall be borne by the Cardholder / Cardmember and shall be recoverable from the Cardholder / Cardmember. The Cardholder / Cardmember shall be deemed to have agreed to the above.
 - 9.9 The Cardholder / Cardmember agrees that the Company shall use reasonable effort to ensure that the e-Statement Service and/or e-Advice Service are secure and cannot be accessed by unauthorized third parties. However, the Cardholder / Cardmember acknowledges that the Company does not warrant the security, secrecy or confidentiality of any information transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction via the e-Statement Service and/or e-Advice Service. The Cardholder / Cardmember confirms that he understands and accepts all possible risks involved in using the e-Statement Service and/or e-Advice Service including, without limitation, the e-Statement Service and/or e-Advice Service being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the Cardholder's / Cardmember's authorization.
 - 9.10 The e-Statement Service and e-Advice Service use proprietary software of the Company, the Company's affiliates or other software suppliers. The Cardholder / Cardmember agrees that the Company has granted the Cardholder / Cardmember a non-exclusive license to use this software in connection with the e-Statement Service and/or e-Advice Service that allows the Cardholder / Cardmember to use such software only for its intended purposes. The Cardholder / Cardmember agrees that he shall not disassemble, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.
11. CANCELLATION
 - 11.1 The Company reserves the right to and may at any time withdraw, suspend, extend or modify any of the facilities or services provided to the Cardholder / Cardmember, increase or reduce the Customer Credit Limit, Loan Limit or Cash Advance Limit, withdraw any or all of the Cards, close the Account or terminate this Agreement without any prior notice to the Cardholder / Cardmember. Without limiting the Company's rights as aforesaid and as an illustration, any such right is likely to be exercised if the Cardholder / Cardmember is in breach of any of the terms of this Agreement, fails to pay any amount when due, or commences or suffers to have any insolvency, execution or similar action or proceedings against himself or for the purpose of complying with the Law or Regulation.
 - 11.2 The Cardholder / Cardmember may terminate this Agreement at any time by written notice to the Company.
 - 11.3 The Company may (with or without having suspended or reduced the credits extended, withdrawn any Card or terminated this Agreement) require the Cardholder / Cardmember to immediately pay the entire outstanding balance under the Account. All obligations of the Cardholder / Cardmember incurred or existing under this Agreement as of the date of termination will survive such termination.
 - 11.4 If the Company for whatever reason terminates this Agreement, the Company may at any time within six (6) months after the termination of this Agreement issue any card to the Cardholder / Cardmember in substitution for the Card.
 - 11.5 Termination of the Card issued to the Principal Cardholder / Cardmember ("Principal Card") for whatever reasons will terminate all Supplementary Cards issued under it.
 - 11.6 Either the Principal Cardholder / Cardmember or a Supplementary Cardholder / Cardmember may terminate a Supplementary Card (without terminating the Principal Card) by (i) giving notice to the Company and (ii) cutting the Supplementary Card or returning the Supplementary Card. If the Supplementary Card is not cut or returned as aforesaid, the Company may upon receipt notice of termination take action in accordance with its procedures applicable to terminated credit cards to prevent further use of the Supplementary Card. The Principal Cardholder / Cardmember will be liable for any transactions made using the Supplementary Card until it has been cut or returned or until the Company is able to implement the procedures applicable to terminated credit cards, whichever is later.
12. AMENDMENTS
 - 12.1 The Company hereby reserves the right at any time to amend the terms of this Agreement including, without limitation, the rates of any charges or fees and method of payment in any manner as the Company deems fit by prior notice. Amendments will take effect on such date as stipulated by the Company in accordance with the applicable code of practice.
 - 12.2 If the Cardholder / Cardmember does not accept the Company's amendments, sending written notice to the Cardholder / Cardmember understanding that neither the Company nor any such telecommunications company shall assume any liability or responsibility for consequences arising from any cause beyond its
 - 9.8 The Cardholder / Cardmember agrees that the Company shall not be liable for

- balance is credited to the Account. All finance charges will be calculated and accrued on a daily basis. The total of cash advance fee and finance charge will be shown as a cash advance charge on the Statement in an Annualized Percentage Rate which is calculated according to the Net Present Value method as specified in the Code of Banking Practice.
 - (d) Finance Charge
The Company will review the Account monthly, if the Account reveals that the entire amount of the Statement Balance stated in the previous Statement ("Previous Statement") is not so received on or before the Payment Due Date of the Previous Statement, a finance charge (as stipulated in the Statement or Fees Schedule or notified by the Company to the Cardholder / Cardmember from time to time at its discretion subject to a minimum amount as shown in the Fees Schedule) will be charged on the unpaid balance of the Previous Statement from the Previous Statement date until full payment is credited to the Account. All new Transactions incurred since the Previous Statement date (except for Transactions relating to the subscription or purchase of any investment product with the Company) will be added to the unpaid balance for the purpose of assessing finance charge as from the respective dates of such Transactions notwithstanding that such Transactions will not be payable until the Payment Due Date stated in the current Statement. All finance charges will be calculated and accrued on a daily basis.
 - (e) Late Charge
A late charge as specified in the Fees Schedule is charged if the full amount of Minimum Payment Due is not received by the Company on or before the Payment Due Date.
 - (f) Service Fee
A non-refundable annual fee as specified in the Fees Schedule will be charged to the Account on a date stipulated by the Company. A service fee as specified in the Fees Schedule will be charged to the Account for any payment through cash deposit or for retrieval of any records in connection with the Card.
 - (g) Return Check / Request 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.
 - 4.6 Where Supplementary Cards is/are issued, the Company may:
 - (a) set-off the credit balance in any other account(s) of the Principal Cardholder / Cardmember with the Company against the outstanding balance of each Supplementary Card due from each Supplementary Cardholder / Cardmember to the Company; and
 - (b) only set-off the credit balance in any other account(s) of a Supplementary Cardholder / Cardmember with the Company against the outstanding balance of the Supplementary Card due from such Supplementary Cardholder / Cardmember to the Company.
 - 4.7 All notices, Statements or correspondence given by the Company to the Principal Cardholder / Cardmember is deemed to be given to the Principal Cardholder / Cardmember and each Supplementary Cardholder / Cardmember to the Company will bind the Principal Cardholder / Cardmember and each Supplementary Cardholder / Cardmember. Any dispute or claim between Principal Cardholder / Cardmember and any Supplementary Cardholder / Cardmember will not affect their respective obligations and liabilities under this Agreement.
5. PAYMENT OF CHARGES
 - 5.1 Payments to the Company may be made by such means as the Company will from time to time stipulate. If payments are made through a customer activated terminal 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 deemed to be conclusive evidence that the Cardholder / Cardmember has accepted and agreed to such amendments without reservation.
13. CARDHOLDER/CARDMEMBER WHO HAS AN ACCOUNT WITH THE COMPANY AND/OR CITIBANK, N.A., HONG KONG BRANCH
 - 13.1 This clause applies when the Cardholder/Cardmember has an account (of whichever type) with the Company (other than the account relating to the Card) and/or with Citibank, N.A., Hong Kong Branch.
 - 13.2 The Citibank Terms and Conditions for Accounts and Services (as amended or supplemented from time to time) (the "CTC") shall be deemed to be incorporated in this Agreement by reference and in case of any inconsistency between the CTC and the terms of this Agreement, the terms of this Agreement shall prevail in respect of any services and/or arrangement to be provided by the Company in respect of the Card provided that, notwithstanding the foregoing, clauses 12.3, 12.4 and 12.5 of clause 12 (Charge, Lien, Set Off) of the CTC (each, a "CTC Applicable Clause") shall prevail over any term of this Agreement relating to the right of set off, combination or consolidation of account or indemnity and the reference in a CTC Applicable Clause to:
 - (a) "you" shall, for the purpose of this Agreement, be deemed to include Citibank (Hong Kong) Limited and Citibank, N.A., Hong Kong Branch; and
 - (b) "Citigroup Organisation" shall bear the meaning ascribed to that term in clause 2.3 of the CTC.
14. MISCELLANEOUS
 - 14.1 The Company may at any time transfer, assign, delegate or sub-contract any or all of its rights or obligations hereunder to any person without prior notice to the Cardholder / Cardmember. Without prejudice to the foregoing, the Company may also transfer all or part of its rights and obligations hereunder and any amount in the Account to any Group Company if it reasonably considers necessary to comply with the 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, misrepresentation, fraud, forgery or lack of clarity in or authorization for their terms provided that the Company may refuse to act on the instructions if the Company reasonably believes that by carrying out the instructions, (a) the Company, (b) any of its Group Companies, and/or (c) any of its Third Party Service Providers may break the Law or Regulation. The Company will not be liable to the Cardholder / Cardmember for any loss or damage suffered by the Cardholder / Cardmember resulting in any way from a refusal to act on the instructions under this clause.
 - 14.4 These terms are translated from English to Chinese for guidance only. If there is any conflict or inconsistency between the two versions, the English version will prevail.
 - 14.5 Unless the context otherwise requires, all expressions herein in the singular will include the plural and vice versa and all expressions in the masculine gender will include the feminine and/or the neuter gender where applicable. Headings are for reference only and will not affect construction of this Agreement.
 - 14.6 This Agreement will be governed by and construed in accordance with the laws of Hong Kong. The Cardholder / Cardmember hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong.
 - 14.7 Nothing in these terms, conditions, notices, statements and/or any other agreement, document, instrument or arrangement between Cardholder / Cardmember and the Company, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person

- (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.
 - (t) Paper Statement Fee
 - A handling fee as specified in the Fees Schedule will be charged for receiving paper statement.
 - 4.4 Transactions which are effected in currencies other than Hong Kong dollars are converted from the transaction currency into Hong Kong dollars at a wholesale market rate selected by VISA / MasterCard / American Express from within a range of wholesale market rates on the conversion day. A handling charge as specified in the Fees Schedule will also be charged on such transactions.
 - 4.5 The Cardholder / Cardmember agrees that it is the Cardholder's / Cardmember's sole responsibility to ensure that every Statement is received in due time and to enquire with and obtain the same from the Company forthwith if not duly received. The Cardholder / Cardmember undertakes to verify the correctness of each Statement and to notify the Company within 60 days from the date of the Statement of any discrepancies, omissions, errors or wrong or incorrect entries or details. At the end of each such period, the Company's records and the details of the Statements shall be conclusive evidence against the Cardholder / Cardmember without any further proof that they are correct except as to any alleged errors so notified and subject to the Company's right to adjust and amend (which may be exercised by the Company at any time) any entries or details wrongly or mistakenly made by the Company.
 - 4.6 Where Supplementary Cards is/are issued, the Company may:
 - (a) set-off the credit balance in any other account(s) of the Principal Cardholder / Cardmember with the Company against the outstanding balance of each Supplementary Card due from each Supplementary Cardholder / Cardmember to the Company; and
 - (b) only set-off the credit balance in any other account(s) of a Supplementary Cardholder / Cardmember with the Company against the outstanding balance of the Supplementary Card due from such Supplementary Cardholder / Cardmember to the Company.
 - 4.7 All notices, Statements or correspondence given by the Company to the Principal Cardholder / Cardmember is deemed to be given to the Principal Cardholder / Cardmember and each Supplementary Cardholder / Cardmember to the Company will bind the Principal Cardholder / Cardmember and each Supplementary Cardholder / Cardmember. Any dispute or claim between Principal Cardholder / Cardmember and any Supplementary Cardholder / Cardmember will not affect their respective obligations and liabilities under this Agreement.
5. PAYMENT OF CHARGES
 - 5.1 Payments to the Company may be made by such means as the Company will from time to time stipulate. If payments are made through a customer activated terminal 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 deemed to be conclusive evidence that the Cardholder / Cardmember has accepted and agreed to such amendments without reservation.
13. CARDHOLDER/CARDMEMBER WHO HAS AN ACCOUNT WITH THE COMPANY AND/OR CITIBANK, N.A., HONG KONG BRANCH
 - 13.1 This clause applies when the Cardholder/Cardmember has an account (of whichever type) with the Company (other than the account relating to the Card) and/or with Citibank, N.A., Hong Kong Branch.
 - 13.2 The Citibank Terms and Conditions for Accounts and Services (as amended or supplemented from time to time) (the "CTC") shall be deemed to be incorporated in this Agreement by reference and in case of any inconsistency between the CTC and the terms of this Agreement, the terms of this Agreement shall prevail in respect of any services and/or arrangement to be provided by the Company in respect of the Card provided that, notwithstanding the foregoing, clauses 12.3, 12.4 and 12.5 of clause 12 (Charge, Lien, Set Off) of the CTC (each, a "CTC Applicable Clause") shall prevail over any term of this Agreement relating to the right of set off, combination or consolidation of account or indemnity and the reference in a CTC Applicable Clause to:
 - (a) "you" shall, for the purpose of this Agreement, be deemed to include Citibank (Hong Kong) Limited and Citibank, N.A., Hong Kong Branch; and
 - (b) "Citigroup Organisation" shall bear the meaning ascribed to that term in clause 2.3 of the CTC.
14. MISCELLANEOUS
 - 14.1 The Company may at any time transfer, assign, delegate or sub-contract any or all of its rights or obligations hereunder to any person without prior notice to the Cardholder / Cardmember. Without prejudice to the foregoing, the Company may also transfer all or part of its rights and obligations hereunder and any amount in the Account to any Group Company if it reasonably considers necessary to comply with the 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, misrepresentation, fraud, forgery or lack of clarity in or authorization for their terms provided that the Company may refuse to act on the instructions if the Company reasonably believes that by carrying out the instructions, (a) the Company, (b) any of its Group Companies, and/or (c) any of its Third Party Service Providers may break the Law or Regulation. The Company will not be liable to the Cardholder / Cardmember for any loss or damage suffered by the Cardholder / Cardmember resulting in any way from a refusal to act on the instructions under this clause.
 - 14.4 These terms are translated from English to Chinese for guidance only. If there is any conflict or inconsistency between the two versions, the English version will prevail.
 - 14.5 Unless the context otherwise requires, all expressions herein in the singular will include the plural and vice versa and all expressions in the masculine gender will include the feminine and/or the neuter gender where applicable. Headings are for reference only and will not affect construction of this Agreement.
 - 14.6 This Agreement will be governed by and construed in accordance with the laws of Hong Kong. The Cardholder / Cardmember hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong.
 - 14.7 Nothing in these terms, conditions, notices, statements and/or any other agreement, document, instrument or arrangement between Cardholder / Cardmember and the Company, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person

- will be credited to the Account in the amount confirmed by the cash count of the Company's staff members or its agents.
 - 5.2 If the Cardholder / Cardmember fails to pay any sum due or payable hereunder, the Company may appoint debt collection agencies to collect the same. If the Company has incurred any legal or collection fees or other expenses for the purpose of demanding, collecting or suing to recover any sum payable hereunder from the Cardholder / Cardmember or other remedies resulting from the breach or non-compliance with any term of this Agreement, the Cardholder / Cardmember will reimburse the Company all such legal fees as taxed by the court on a common fund basis (fees and disbursements which are of a reasonable amount and reasonably incurred) unless otherwise agreed. Other reasonable fees and expenses (including the fees of the debt collection agencies) reasonably incurred in that connection will be reimbursed by the Cardholder / Cardmember up to a maximum of 30% of the original outstanding sum.
 - 5.3 The Cardholder / Cardmember will directly settle disputes between merchants and the Cardholder / Cardmember for goods and services purchased. The Company will not be responsible for goods and services supplied by merchants or for refusal of any merchant to accept or honour any Card. Credits to the Account for refunds made by merchants will be made only when the Company receives a properly issued credit voucher.
 - 5.4 Payments to the Company will only be deemed to be received by the Company and credited to the Account when received in good and cleared funds and if in foreign currency, after conversion by the Company into Hong Kong dollars in accordance with its normal practice, and without any set-off, claim, condition, restriction, deduction or withholding whatsoever.
 - 5.5 Payments and credits to the Account may be applied in the following order: (1) legal and debt collection fees; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, over limit charges, service, return check / reject autopay, 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.
 - 5.6 You agree that we may debit your Card Account to make a partial or full refund of your credit balance by sending a check to the address last notified by you, at any time without prior notice.
 - 5.7 Without prejudice to the other terms of this Agreement, if the Cardholder / Cardmember should be absent from Hong Kong for some time, arrangements to settle the Charges should be made prior to his departure.
6. LOSS OR THEFT OF THE CARD
 - 6.1 The Cardholder / Cardmember shall observe and follow any recommendation of the Company from time to time regarding the security of the card and the PIN. The Cardholder / Cardmember must inform the Company as soon as reasonably practicable through the Company's CitiPhone Banking 2860 0333 / Platinum Service Line 2860 0360 (for Citibank Platinum Cardholders only) / Ultima Service Line 2860 0308 (for Citi ULTIMA Members only) / Citi Prestige Service Line at 2860 0398 (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.
 - 6.2 The Cardholder / Cardmember shall be fully liable for any transactions (whether or not authorized by him) effected by the use of the Cards before he has informed the Company that the Card/PIN has been lost or stolen or that someone else knows the PIN. However, provided that the Cardholder / Cardmember has not acted fraudulently, with gross negligence or in breach of Clause 6.1, the Cardholder's / Cardmember's maximum liabilities for such unauthorized transactions shall not exceed HKD500.00. The application of the aforesaid limitation on liability of the Cardholder / Cardmember does not apply to loss related to transactions resulting from use of Card in automated teller machine (whether or not such device is that of the Company).
 - 6.3 The Company will not be obliged to issue a replacement Card to the Cardholder / Cardmember if his Card is lost or stolen. If the Company agrees to issue a replacement Card, its use will be subject to the terms of this Agreement.
- will not have but for the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong). ("CRTO") provided that (a) any Group Company (other than the Company) (each, a "Third Party") may, subject to and in accordance with this clause and the provisions of the CRTO, enforce any term or provision of this Agreement which grants or purports to grant any right to that Group Company; and (b) the parties to this Agreement do not require the consent of any Third Party to rescind or vary this Agreement at any time.
- 14.8 Disclosure regarding BDAI
"BDAI" refers to big data analytics and artificial intelligence applications, and generally involves 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 segmentation 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.



