

Citi The Club Credit Card Agreement TERMS AND CONDITIONS
(Effective on April 1 2022)

Citi The Club Credit Card is issued by Citibank (Hong Kong) Limited (the "Company") to you ("Principal Cardholder") and any person nominated by the Principal Cardholder and approved by the Company to receive a Supplementary Card ("Supplementary Cardholder") upon the following terms. By signing or using the Card, the Principal Cardholder and any Supplementary Cardholder (each a Cardholder and the "Cardholder" or "you") jointly and severally agree or confirm their agreement to abide by and, with the exception that a Supplementary Cardholder shall not be liable for the debts of the Principal Cardholder or other Supplementary Cardholders, be liable for any payment to the Company in connection with the following terms:

- DEFINITIONS AND INTERPRETATION**
 - Unless the context otherwise requires, the following expressions shall have the following meanings in this Agreement:
 - "Card" means Citi The Club Credit Card;
 - "Cardholder" means holder of the Card, and includes prospective Cardholder;
 - "Card Data" means the data relating to a Cardholder received, collected or generated by the Company from time to time in relation to the usage of the Card, including but not limited to personal data contained in the application for the Card, transaction data, data arising from or relating to the Cardholder's responses made to any advertising or promotional campaigns relating to the Card, credit limit utilization rate, account status, and data on installment loans (if any);
 - "Club HKT" means Club HKT Limited, a member of Club HKT;
 - "Clubpoints" means points awarded to the HKT Members for certain spending using the Card;
 - "Clubpoints Program" means the Citi The Club Credit Card Clubpoints Rebate Program that applies to spending by the Principal and/or Supplementary Cardholder with the Card; "HKT Customer Data" means the data obtained, received or generated by Club HKT (or any of its affiliates) from time to time relating to a member of The Club who is a Cardholder, including without limitation, data relating to the Cardholder's personal particulars, membership, activities (including data on Clubpoint redemption and rewards) and transactions conducted by the member through The Club or Club Shopping Platform; "HKT Group" means HKT Limited and its subsidiaries, affiliates and associated companies, including Club HKT;
 - "PIN" includes biometric verification such as fingerprint identity or facial recognition, personal identification number, passcode, One-Time Password (OTP) as applicable for the use of the Card;
 - "Qualifying Services" means selected services supplied by the companies within the HKT Group or the PCCW Group and current individual customers of these selected services will be awarded with Clubpoints which are proportionate to the eligible spending on those qualifying services and will be automatically credited to customers' membership accounts in The Club. Contemporary information relating to the qualifying services, eligible spending and the rate of conversion can be found on [www.thecub.com.hk](http://www.theclub.com.hk) or <https://www.thecub.com.hk> or such other URL that may serve the same purpose from time to time and are subject to change from time to time without prior notice;
 - "The Club" or "The Club Membership Program" means a loyalty program operated by Club HKT, which provides a platform offering its members various benefits and services including the redemption of Clubpoints for designated goods and services, tailored marketing and management of members' accounts of Qualifying Services. A member of The Club will be able to receive and/or redeem various benefits offered by or through The Club subject to Terms and Conditions of The Club (<https://www.thecub.com.hk/en/terms-and-conditions.html>) and other relevant terms which may be announced or notified to members from time to time by different means of communication; and
 - "Transactions" means transactions conducted by the Cardholder through use of the Card and includes purchase, payment, ATM, cash withdrawal, bank transfer and installment transactions, as applicable in the relevant context.
- CARDHOLDER'S INFORMATION**
 - The Cardholder understands that the Company issues the Card on the basis that information provided by the Cardholder is and will remain true and correct. The Cardholder 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.

- The Cardholder agrees to the Company recording the telephone conversations between the Cardholder and the Company.
- USE OF CARD**
 - The Cardholder will (a) sign the plastic Card upon receipt (adopting the same signature) in the application form or such other documents as may be prescribed by the Company; (b) keep the Card under his personal control at all times, and should not authorize any third party to use the Card in any manner; (c) not exceed the credit limit assigned by the Company from time to time at its discretion ("Customer Credit Limit"); (d) not exceed the cash advance limit (which forms part of the Customer Credit Limit) assigned by the Company from time to time at its discretion ("Cash Advance Limit"); (e) not exceed the loan limit assigned by the Company from time to time at its discretion ("Loan Limit"); and (f) not use the Card after it is withdrawn, cancelled or malfunctioned.
 - The Cardholder will keep any 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 will accept full and sole responsibility for and fully indemnify the Company against all consequences, losses and / or other liabilities incurred as a result of the PIN being known to another person for whatever reason.
 - When using the Card, the Cardholder 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 from liability for the use of the Card. The Cardholder should submit prior written application to the Company if he wants to add a new signature for the use of his Card.

- TRANSACTIONS EFFECTED THROUGH CARD**
 - Card functionality**
 - The Card may be used as 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 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 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, "PayBill" Installment Program, Cash Conversion Program, Balance Transfer Program, Merchant Installment Plan).
 - The Cardholder will be liable for all Transactions effected through the use of the Card and/or the PIN even if no sales draft is signed by him and/or the Customer Credit Limit or Loan Limit is exceeded and/or without card activation. Types of Transactions effected without the Cardholder'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 used 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, or Transactions effected through use of the PIN.
 - Membership and Rewards**
 - The Cardholder must be a member of The Club and maintain The Club membership account for Clubpoints redemption and usage, in which Principal Cardholder will be awarded with Clubpoints as a reward of spending with the Card by the Principal Cardholder and each Supplementary Cardholder. The Cardholder acknowledges and understands that he is not an existing member of The Club, he will not be able to conduct any activities relating to his The Club membership (including but not limited to the redemption of Clubpoints, viewing and editing my membership profile or making any purchases at Club Shopping) until Club HKT has approved his application for The Club membership and he has completed the activation process for his The Club membership account.
 - The Clubpoints earned by both the Principal Cardholder and/or Supplementary Cardholder(s) by spending with the Card will be awarded and credited to The Club membership account of the Principal Cardholder, unless otherwise specified.
 - Reward of Clubpoints for spending with the Card and all matters relating thereto are governed by the "Citi The Club Credit Card Clubpoints Reward Program" Terms and Conditions and any other applicable terms and conditions, as may be issued or amended from time to time by the Company.
 - Redemption of Clubpoints, rewards of Clubpoints that are unrelated to spending with the Card and all matters relating to The Club Membership Program are subject

to the Terms and Conditions of The Club issued by Club HKT and may be amended by Club HKT from time to time. The Company shall not in any way be responsible or liable for any matters or dealings under or relating to The Club Membership Program.

- The Cardholder understands that the e-Statement Service and/or e-Advice Service are available to him provided that he has appropriate internet access and telecommunications services and equipment. The Cardholder shall keep such equipment used for the e-Statement Service and/or e-Advice Service secure.
 - The Cardholder undertakes to provide to the Company with his updated and correct email address in order to use the e-Statement Service and/or e-Advice Service.
 - Upon reasonable attempt, failing to send emails in connection with the e-Statement Service and/or e-Advice Service to the Cardholder with reasonable retry, the e-Statement Service and/or e-Advice Service will be automatically cancelled and the Company will resume sending Statements and/or Advice in paper form to the Cardholder.
 - To cancel enrollment for the e-Statement Service and/or e-Advice Service, the Cardholder shall give prior notice at least 10 working days before the next Statement / Advice date through Citiphone banking or at least 15 working days through Citiphone Banking at (852) 2860 0333 / Platinum Service Line 2860 0360 (for Citibank Platinum Cardholders only) / Ultima Service Line 2860 0308 (for Citibank Ultima Cardholders only) / Citi Prestige Service Line at 2860 0338 (for Citi Prestige Cardholders only) or Citibank branches. Upon cancellation of enrollment for the e-Statement Service and/or e-Advice Service, the Company will resume sending Statements and/or Advice in paper form to the Cardholder.
 - The Cardholder agrees that the Company shall not be liable for any loss, damages or expenses that the Cardholder shall incur, including, without limitation, any loss or damage caused to the Cardholder data, software, computer, telecommunications equipment or other equipment in connection with the Cardholder's use of the e-Statement Service and/or e-Advice Service unless they are caused solely and directly by the Company's negligence or willful default.
 - The Cardholder agrees that the Company shall use reasonable effort to ensure that the e-Statement Service and/or e-Advice Service are secure and cannot be accessed by unauthorized third parties. However, the Cardholder acknowledges that the Company does not warrant the security, secrecy or confidentiality of any information transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction via the e-Statement Service and/or e-Advice Service. The Cardholder confirms that he understands and accepts all possible risks involved in using the e-Statement Service and/or e-Advice Service including, without limitation, the e-Statement Service and/or e-Advice Service being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the Cardholder's authorization.
 - The e-Statement Service and e-Advice Service use proprietary software of the Company, the Company's affiliates or other software suppliers. The Cardholder agrees that the Company has granted the Cardholder a non-exclusive license to use this software in connection with the e-Statement Service and/or e-Advice Service that allows the Cardholder to use such software only for its intended purposes. The Cardholder agrees that he shall not disassemble, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.
- CITI ALERTS SERVICE**
 - The Cardholder agrees that by enrolling for and using the service(s) wherein the Company will send alerts via electronic means ("Citi Alerts Services"), the Cardholder accepts and agrees to be bound by this Clause 11 and to pay any fee associated with the use of the Citi Alerts Services. The Cardholder agrees to abide by any and all laws, rules, regulations and official issuances applicable to the Citi Alerts Services, now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services the Company may from time to time make available to the Cardholder in connection with the e-Statement Service and/or e-Advice Service at the Cardholder's registered email address or for any other reason.
 - The Company has the discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the e-Statement Service and/or e-Advice Service without giving any reason or prior notice. The Company reserves the right to impose such fee(s) for the e-Statement Service and/or e-Advice Service from time to time at its sole discretion at any time by giving prior notice to the Cardholder.

- The Cardholder agrees to the Terms and Conditions of The Club issued by Club HKT and may be amended by Club HKT from time to time. The Company shall not in any way be responsible or liable for any matters or dealings under or relating to The Club Membership Program.
 - 42.5 No Citi ThankYou Rewards Points, cash or any other forms of rebates will be granted by the Company for spending with the Card, unless otherwise specified by the Company.
 - The Cardholder 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 (including, without limitation, Club HKT and its Affiliates) and who is not a payment infrastructure provider (meaning a third party that forms part of the global payment system infrastructure, including without limitation, communications, clearing or payment systems, intermediary banks and correspondent banks (the "Payment Infrastructure Provider")) (the "Third Party Service Providers") may break (i) the law or regulation of any jurisdiction, domestic or foreign, or (ii) any agreement entered into between the Company and any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign (the "Authorities") (i) and (ii) collectively referred to as the "Law or Regulation"). The Company will not be liable to the Cardholder for any loss or damage suffered by the Cardholder resulting in any way from a refusal to process or pay a Transaction under this clause.
 - Notwithstanding any provision in this Agreement, if an unauthorized transaction is reported in accordance with this Agreement before its settlement date, Cardholder is entitled to without payment of the disputed amount. While investigation is ongoing, the Company will not impose any Finance Charge or interest on the disputed amount or make an adverse credit report against Cardholder. After investigation is completed in good faith and the investigation results shows that the report was unfounded, the Company has the right to re-impose any outstanding Charges or interest on the disputed amount over the whole period (including the investigation period). The result of the good faith investigation is binding on Cardholder.
 - In the event where a 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 remains liable to pay the full amount of the Transaction, subject to the relevant Card association rules.
 - Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the merchant by the Cardholder. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder remains liable to pay the entire amount of the Transaction in the manner stipulated by this Agreement, subject to the relevant Card association rules.
 - 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.
- CHARGES**
 - 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.
 - The Company will issue to the Cardholder 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 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 HKD20,000).
 - Subject to the Company's right to require the Cardholder to pay the full amount of the Statement Balance on or before the Payment Due Date, the Cardholder will pay to the Company the following sums at such rates as shown in the Citibank Credit Card Fees

- Schedule ("Fees Schedule") or as may be determined by the Company from time to time:
 - Minimum Payment Due
 - The "Minimum Payment Due" as shown on the Statement ("Minimum Payment Due") although the Cardholder may pay any larger sum he wishes.
 - 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 has been allowed to incur such excess.
 - Cash Advance Fee and Charge
 - A cash advance fee as shown in the Fees Schedule will be charged on each cash advance drawn by the Cardholder and the aggregate amount of the cash advance (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.
 - 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 or on 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 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.
 - 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.
 - 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.
 - 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 the 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.
 - Lost Card Replacement Fee
 - A handling fee as specified in the Fees Schedule will be charged for the issuance of any replacement Card.
 - Collection Fee
 - If payment is made by the Cardholder 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.
 - Over Limit Charge
 - An over limit charge as specified in the Fees Schedule will be charged if the credit used exceeds the Customer Credit Limit.
 - 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.

- parties without the Cardholder's authorization.
 - The Cardholder acknowledges that any information received by the Cardholder via his telecommunications equipment pursuant to the Citi Alerts Services 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 the Company nor any of the telecommunications companies designated by the Company 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 Cardholder or for any error or inaccuracy in such information unless it results from any negligence or willful default on the part of the Company or of such telecommunications company. In particular, the Cardholder understands that neither the Company nor any such telecommunications company shall assume any liability or responsibility for consequences arising from any cause beyond its reasonable control, including, without limitation, failure of the Cardholder's telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, internet service provider failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation, act of God, government act, civil commotion, strike, war, fire, flood or explosion.
 - The Cardholder understands the third party supporting the Citi Alerts Services (including the telecommunications company designated by the Company) is neither agency of the Company nor representing the Company, and there is no co-operation, partnership, joint venture or other relationship with the Company and the Company is not responsible for any loss caused by such third party including system operator.
 - The Citi Alerts Services use proprietary software of the Company, the Company's affiliates or other software suppliers. The Cardholder agrees that the Company has granted the Cardholder a non-exclusive license to use this software in connection with the Citi Alerts Services which allow the Cardholder to use such software only for its intended purposes. The Cardholder agrees that he shall not disassemble, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.
- MISCELLANEOUS**
 - 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. Without prejudice to the foregoing, the Company may also transfer all or part of its rights and obligations hereunder and any amount in the Account to any Group Company if it reasonably considers necessary to comply with any Law or Regulation.
 - 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 printed 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 address last registered with the Company and will be deemed to be received by the Cardholder within a generally acceptable time of that means of communication.
 - The Cardholder is hereby authorized (but is not obliged) to accept any instructions given by (a) telephone, text, mail, facsimile transmission or in writing purporting to give by the Cardholder; or (b) electronic means (including emails and SMS) given in such manner as the Company may prescribe from time to time all without any inquiry by the Company as to the authority or identity of the person making or purporting to give such instructions or their authenticity notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in or authorization for their terms provided that the Company may refuse to act on the instructions if the Company reasonably believes that by carrying out the instructions, (a) the Company, (b) any of its Group Companies, and/or (c) any of its Third Party Service Providers may break the Law or Regulation. The Company will not be liable to the Cardholder for any loss or damage suffered by the Cardholder resulting in any way from a refusal to act on the instructions under this clause.
 - 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 appropriate. Headings for or reference only will not affect construction of this Agreement.
 - This Agreement will be governed by and construed in accordance with the laws of Hong Kong. The Cardholder 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 Cardholder and the Company, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right or method of payment in any manner as the Company deems fit by prior notice. Amendments will take

- Default Finance Charge
 - The Company will review the Account monthly to determine whether default finance charge is chargeable to the Account. If the Minimum Payment Due is not received by the Company on or before the Payment Due Date specified in any Statement, a default finance charge as stated in the Fees Schedule will be charged (instead of the finance charge) on the unpaid balance of the second following Statement as well as all new Transactions incurred from the date of the second following Statement notwithstanding that all such new Transactions will not be payable until the Payment Due Date specified in that Statement. Such default finance charge will continue to apply until the respective Minimum Payment Due in any six consecutive Statements is received on or before the Payment Due Date specified in the relevant Statement, after which the finance charge will, where applicable, apply. The default finance charge will be calculated and accrued on a daily basis.
- 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.
- Statement Retrieval Fee
 - A handling fee as specified in the Fees Schedule will be charged for request for retrieval of statement.
- Sales Draft Retrieval Fee
 - A handling fee as specified in the Fees Schedule will be charged for request for retrieval of sales draft.
- Personal Data Access Request
 - A handling fee as specified in the Fees Schedule will be charged for each personal data access request.
- 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.
- 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.
- Merchant Installment Plan Cancellation Handling Fee
 - A handling fee as specified in the Fees Schedule will be charged in the event of cancellation of Merchant Installment Plan.
- Paper Statement Fee
 - A handling fee as specified in the Fees Schedule will be charged for receiving paper statement.

- Supplementary Card due from such Supplementary Cardholder to the Company.
- All notices, Statements or correspondence given by the Company to the Principal Cardholder is deemed to be given to the Principal Cardholder and each Supplementary Cardholder. Any instructions given by the Principal Cardholder to the Company will bind the Principal Cardholder and each Supplementary Cardholder. Any dispute or claim between Principal Cardholder and any Supplementary Cardholder will not affect their respective obligations and liabilities under this Agreement.
- PAYMENT OF CHARGES**
 - 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 of other payment means acceptable to the Company, such payments will be subject to the Company's terms and conditions from time to time applicable thereto, including those set out in transaction records and deposit envelopes used in connection therewith applicable from time to time. Cash deposits through a customer activated terminal of the Company will be credited to the Account in the amount confirmed by the cash count of the Company's staff members or its agents.
 - If the Cardholder fails to pay any sum due or payable hereunder, the Company may appoint debt collection agencies to collect the same. If the Cardholder 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 or other remedies resulting from the breach or non-compliance with any term of this Agreement, the Cardholder 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 up to a maximum of 30% of the original outstanding sum.
 - The Cardholder will directly settle disputes between merchants and the Cardholder 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.
 - The Cardholder will directly settle disputes between merchants and the Cardholder for goods or services purchased, and the Company shall not be deemed to be a party of such dispute. 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. The Company shall not be liable or responsible for the quality, quantity, timeliness, merchantability, fitness for purpose or any other aspects of the goods or services supplied by a merchant or in respect of any contract or transaction entered into between such merchant and the Cardholder connected with the use of the Card.
 - 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.
 - Payments and credits to the Account may be applied in the following order: (i) legal and debt collection fees; (ii) finance charges; (iii) cash advance fees; (iv) 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; (v) outstanding instalments of any Plan or other installment programs of the Company; and (vi) 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.
 - 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.
 - Without prejudice to the other terms of this Agreement, if the Cardholder should be absent from Hong Kong for some time, arrangements to settle the Charges should be made prior to his departure.
- LOSS OR THEFT OF THE CARD**
 - 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 payment of each Installment by Cardholder. 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;
 - 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.
 - 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 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 this Agreement.

- The Cardholder shall observe and follow any recommendation of the Company from time to time regarding the security of the Card, and the PIN. The Cardholder 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 Citibank Ultima Cardholders only) if any card is lost or stolen or when someone else knows his PIN.
- The Cardholder 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 has not acted fraudulently, with gross negligence or in breach of Clause 71, the Cardholder's maximum liabilities for such unauthorized transactions shall not exceed HKD50,000. The application of the aforesaid limitation on liability of the Cardholder 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).
- The Cardholder will not be obliged to issue a replacement Card to the Cardholder 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.
- RIGHTS OF THE COMPANY**
 - The Cardholder 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 account with the Company and bank accounts with the Company or Citibank, N.A. of whatever description and in whatever currency and whether held singly or jointly with the Cardholder to discharge any sums due to the Company in connection with the Card in towards 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 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.
 - Save where Clause 14 (Cardholder who banks with Citibank, N.A., Hong Kong Branch) applies, the Cardholder requests each of the Company and Citibank, N.A., Hong Kong Branch (each, a "Citi Paying Entity") to undertake the other (each, a "Citi Creditor") to discharge any indebtedness which the Cardholder owes to a Citi Creditor upon the written demand of that Citi Creditor certifying to the Citi Paying Entity that the Cardholder has failed to discharge any such indebtedness on its due date. The Cardholder 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.
 - Any Card issued to the Cardholder is and remains the property of the Company, and is not transferable. The Cardholder will promptly return all Cards on demand.
 - The Cardholder agrees that (a) the Company, (b) any of its Group Companies, and/or (c) any of its Third Party Providers may, without prejudice, without 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 lawful or legal liability, collect the amount of the "Collected Amount", which is required to be withheld or deducted to comply with any Law or Regulation from any payment to the Cardholder, or to the Account or any of the Cardholder's accounts. Any Collected Amount shall be timely paid to the relevant Authority in accordance with the relevant requirement. The Cardholder will be notified of any Collected Amount as soon as reasonably practicable. The Cardholder acknowledges that the Company will not be required to reimburse the Cardholder for any amount withheld or deducted by a Payment Infrastructure Provider. Further, to the extent the Company or any of its Group Companies or its Third Party Service Providers pays has paid from its own funds or is or will become required to make a payment to an Authority in respect of an amount that should have been, but was not, a Collected Amount, the Cardholder will indemnify the Company for such payment, plus any interest and penalties thereon. The Cardholder understands that the Company is not required to contest any demand made by an Authority for such payment.
- PERSONAL DATA**
 - The Cardholder hereby agrees that all personal data relating to the Cardholder lawfully by the Company from time to time may be used, held, disclosed, and/or transferred to any of the Group Companies or Third Party Service Providers and such persons (whether in or outside Hong Kong) as set out in the Policy Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force available by the Company to its customers from time to time for the purposes as stated in the said Policy Statement and the Authorities for compliance with any Law or Regulation or as required by or for the purpose of any court, legal process, audit or investigation of any Authority. The
 - ("Recurring Card Instruction").
 - In order to set up a Recurring Card Instruction, a Merchant will ask the Cardholder to complete an instruction form. Details of when amounts under a Recurring Card Instruction are charged to the Card and the amounts to be charged should be set out in the instruction form.
 - If the Cardholder has provided Recurring Card Instructions to a Merchant, the Cardholder will need to contact the Merchant directly to request a cancellation. The Company suggests that the Cardholder does this at least 15 days prior to the next scheduled payment. Until the Cardholder cancels his authority, the Merchant has the right to request the Company to debit the Card Account and the Company is obliged to process this request.
 - Subject to Clause 19.6 below, after Card cancellation or replacement, the Cardholder is responsible for reinstating all relevant Recurring Card Instructions).
 - Cardholder may retain a copy of the request to change or cancel any Recurring Card Instruction(s) with a Merchant. The Cardholder may use this as proof if a Merchant has not acted in accordance with his request.
 - If Card number and/or Card expiry date is changed, for example as a result of previous Card being lost or stolen or Card otherwise being replaced, or Card is cancelled or Account is closed, the Cardholder has the responsibility to contact the Merchant to cancel or change the details of his Recurring Card Instructions. Without prejudice to Cardholder's aforesaid responsibility, if the relevant Card association provides the service of updating certain designated Merchants of such Card cancellation or Card details change and if Cardholder has not opted-out of such service, Cardholder is deemed to authorise the Company to (i) the Company chooses to do so:
 - provide his replacement Card details to such Card association to update the Recurring Card Instruction(s) or update the relevant Card association that his previous Card has been cancelled or the Account has been closed; and/or
 - where the Card has been replaced, treat the Recurring Card Instruction(s) as applying to the replacement Card and/or its new expiry date (as the case may be). If the Company does this, the replacement Card Account will continue to be debited in accordance with that Recurring Card Instruction except that the replacement Card number and/or its new expiry date will be used (instead of the previous Card details).
 - Before each payment under a Recurring Card Instruction, the Cardholder must ensure that he has available credit under his Card Account to enable that payment to be made within Customer Credit Limit.
 - If Card Account does not have sufficient Customer Credit Limit available to cover the payment of a Recurring Card Instruction, the Company may still, at its discretion and subject to the terms of this Agreement, honour the payment which may cause the Customer Credit Limit to be exceeded. However, this does not change the Customer Credit Limit and Cardholder should refer to the Fees Schedule to learn about any fee which may apply.



Citi The Club信用卡合約條款及細則

(由2022年4月1日起生效)

花旗銀行(香港)有限公司(簡稱「發卡公司」)按下列條款發出Citi The Club信用卡(簡稱「此卡」)透過下(簡稱「主卡持有人」)和/或經主卡持有人提名及又獲發卡公司批准發給附屬卡之上人(簡稱「附屬卡持有人」)。主卡持有人及附屬卡持有人(每位簡稱為「持卡人」，主卡持有人和附屬卡持有人亦稱為「持卡人」)在簽署或啟用此卡時，即表示同意及個別同意或聯同同意遵守本合約以下條款及負責支付據以下條款應付給發卡公司的款項，但附屬卡持有人毋負實質主卡持有人或其附屬卡持有人的債務。

1. 定義和解釋

- 除非下文另有要求，否則本合約中的以下表述具有以下含義：

- 「此卡」是指Citi The Club信用卡；
 - 「持卡人」包括持卡人，亦包括準持卡人；
 - 「信用卡資料」是指發卡公司不時接收、收集或產生有關持卡人使用此卡的數據資料，包括但不限於申請此卡時所包含的個人資料、交易資料、持卡人對任何條款及相關廣告或推廣活動的回應數據及資料、信用額使用率、賬戶狀態及分期貸款數據資料(如有)；
 - 「Club HKT」是指香港電訊集團成員公司Club HKT Limited；
 - 「Club積分」是指The Club會員積分卡特定簽賬而獲得的積分；
 - 「Club積分計劃」是指Citi The Club信用卡Club積分回饋計劃，適用於主卡及/或附屬卡持卡人憑此卡所作的簽賬；

「香港電訊客戶資料」是指Club HKT(或其任何附屬公司)不時取得、接收或產生有關The Club會員兼持卡人資料，包括但不限於與會員個人資料、會籍、活動、Club積分兌換及獎賞的資料)及其透過The Club或Club Shopping平台所作交易相關的資料；

「香港電訊集團」指香港電訊有限公司及其附屬公司、關聯公司及聯營公司，包括Club HKT；

「PIN」包括生物特徵辨識，例如指紋身份或面部識別、個人身份號碼、密碼、一次性密碼(OTP)(適用於此卡之使用)和/或既用的設備；

「合資格服務」是指由香港電訊集團或關聯公司集團內的公司所提供的服務，而此等精確服務的現有個人客戶將按此比例獲得與所有合資格服務消費的Club積分，並將自動加入該戶的The Club會員戶。有關資格服務、合資格簽賬及積分兌換率的最新資料載於www.theclub.com.hk或https://shop.theclub.com.hk/，您可能不時為相同目的而建立的網址，而此等資料將不時更改，恕不另行通知；

「The Club」或「The Club會員計劃」是指由Club HKT管理的會員獎勵計劃，作為一個為會員提供各種優惠及服務的平臺，而其提供的優惠及服務包括以Club積分兌換指定商品及服務、市場資訊及提供會員戶管理。檢視The Club的條款及細則

(https://www.theclub.com.hk/zh/terms-and-conditions.html)及其他可能不時以不同通訊方式向會員公布通知的相關條款，The Club會員將能夠接收及/或免換取The Club提供或透過The Club提供的各種優惠；

及「簽賬」是指持卡人透過使用此卡進行的交易，包括適用於本文所述之相關購買、支付、自動櫃員機交易、現金提取、銀行轉賬及分期付款交易。

2. 持卡人資料

- 持卡人明白發卡公司是基於持卡人所提供的資料在現在或未來均為正確無誤才簽發此卡給持卡人。所申報資料如有任何更改包括職業、工作或

發卡公司保留權利隨時更改此合約之任何條款及細則。

- 在不影響上述一般性之情況下，持卡人確認並同意，發卡公司及Club HKT可基於下列目的：(i)此卡的管理及營運；(ii)The Club會員之註冊及營運；(iii)客戶行為及消費模式分析；(iv)探索此卡的實際效果；(v)由發卡公司及/或Club HKT就有關此卡的優惠進行與此卡的推廣及營銷活動；以及(vi)在符合資料第9.5條的前提下，根據(就發卡公司而言)有關發卡公司的《個人資料(私隱)條例》的政策聲明(就Club HKT而言)Club HKT的《收集個人資料聲明》及香港電訊集團的《私隱聲明(客戶專用)》所載的其他目的，不時各自及相互收集、使用、披露、及傳送此卡的信用卡資料及香港電訊客戶資料。發卡公司及Club HKT均應維護各自各自的私隱政策及慣例，以及適用的法律和法規要求，就使用及處理此類被收集及/或被傳送的資料全權負責。

- 持卡人確認及明白，除非持卡人直接向Club HKT表示同意，否則Club HKT不會將其個人資料用於直接營銷的目的(若持卡人不是The Club的現有會員，則其早期向Club HKT提供的直接營銷偏好及意願將繼續適用)。持卡人確認及明白向其本人可在The Club的數位應用程序或網站(或由Club HKT提供的平台或渠道上，隨時個別同意Club HKT使用其本人個人資料作直接營銷的許可。持卡人同意花旗銀行將不可以接受或處理任何有關Club HKT直接營銷許可權限的要求。

10. 電子月結單/電子通知書服務

- 通過登記和使用發卡銀行以電子方式提供電子賬戶月結單及/或指定通知書(分別簡稱為「電子月結單服務」及「電子通知書服務」)。持卡人接受及同意受本合約第10條約束。在登記電子月結單服務及/或電子通知書服務後，持卡人將不會再收到月結單及/或指定通知書的印本文件(指定通知書包括閣下網頁www.citibank.com.hk/e-advice/下列各種類型的通知書)。持卡人同意遵照從任何所有現時或未來制定、頒佈或執行並適用於電子月結單服務及/或電子通知書服務的規程、法規、規定及官方指引，以及發卡公司不時向持卡人提供、藉以規管有關電子月結單服務及/或電子通知書服務使用其他設施、優惠或服務的其他條款及條件。

- 持卡人同意，若發卡公司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)送達往持卡人指定的電郵地址，應視為每月結單及/或指定通知書簽發交付持卡人。若發卡公司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達往持卡人指定的電郵地址，或基於任何理由，儘管持卡人登記電子月結單服務及/或電子通知書服務，發卡公司可全數動靜決定將任何帳戶月結單及/或通知郵寄寄往持卡人最新登記的郵遞地址。
- 發卡公司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先通知。發卡公司保留權利，可透過事先向持卡人發出通知隨時全權酌情決定時就電子月結單服務及/或電子通知書服務徵收費用。

- 持卡人明白到，電子月結單服務及/或電子通知書服務要求持卡人須有適當的互聯網及電腦服務及具有適當的設備，持卡人應保持使用電子月結單服務及/或電子通知書服務的設備運作可靠。

- 基於使用電子月結單服務及/或電子通知書服務，持卡人承諾向發卡公司提供其最新及正確的電郵地址。

- 若發卡公司在合理重試後，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達給持卡人，電子月結單服務及/或電子通知書服務將自動取消。發卡公司並會恢復向持卡人印發月結單及/或通知書。

- 若持卡人擬取消電子月結單服務及/或電子通知書服務的登記，須於下列月結單(下一張通知書目前前)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

居住地支持、永久居留地或電話號碼，持卡人將立即書面通知發卡公司。

- 持卡人同意發卡公司對持卡人與發卡公司的電話通訊進行電話錄音。

3. 此卡的使用

- 持卡人須(a)收到實體卡後立即發簽(須與發卡申請表格或發卡公司所訂明的該其他文件上的簽署相同)；(b)經常小心保管此卡並確保於任何時間均由此卡由持卡人持有；及不可允許任何第三者以任何方式使用此卡；(c)不得使用超過發卡公司不時酌情決定的信貸限額(簡稱為「客戶信貸限額」)；(d)不得使用超過發卡公司不時酌情決定的一項或多項服務(簡稱為「現金透支服務」，現金透支限額與客戶信貸限額的不同)；(e)不得使用超過發卡公司不時酌情決定的信貸限額(簡稱為「信貸限額」)；及(f)不可以此卡被擄回、取消或出現故障後繼續使用。

- 持卡人須將使用此卡的私人密碼保密，若該密碼一旦洩露給其他人，持卡人須立即通知發卡公司。倘若持卡人卡之私人密碼不論因任何原因洩露給其他人，持卡人須完全承擔一切由此而招致的後果、損失及/或其他責任，並完全盡數承擔此卡一切因此而引起之損失與損失。

- 當使用此卡時，持卡人應確定於任何單據上的簽署與信用卡申請表格(或發卡公司所訂明的該其他文件)及此卡上之簽署相同，以便發卡公司可以進行核對確認，為免生疑，持有人若未能履行此要求，將須免除其使用此卡的任何責任。若持卡人想就此卡採用新的簽署，需事先向發卡公司提出書面申請。

4. 經此卡實行的交易

4.1 信用卡功能

- 此卡可在發卡公司的任何分行及其他接受此卡的財務機構及商戶使用。此卡可用作購買物品和服務、現金透支、附屬卡及獲得發卡公司不時提供或發卡之其他與信用卡有關的設施或服務。此卡亦可用作申請由發卡公司提供的信用卡貸款計劃(包括但不限於「Quick Cash」套現分期計劃或簡單「分期更好使」計劃或簽賬「分期更好使」計劃或折現計劃或結轉帳戶計劃或分期計劃)。
- 即使持卡人沒有簽署任何單據和/或此卡之使用已超過客戶信貸限額或貸款限額和/或沒有確證信用卡，持卡人仍須負責一切因使用此卡而實行的交易(簡稱為「交易」)。未有持卡人簽署使用此卡而實行的交易包括但不限於以電話、傳真、郵寄或電子媒介、直接轉帳從戶口轉帳付款、或利用電子轉帳服務(無論該服務是否與發卡公司有關否)或透過商戶之銷售點终端機用信用卡電話服務或任何其他發卡公司不時認可的設備發出的指示。

4.2 會籍及獎賞

- 持卡人必須為The Club會員並持有The Club會員戶以兌換及使用Club積分。主卡持卡人將獲得主卡持卡人及附屬卡持卡人憑此卡簽賬所得的Club積分作為獎賞。持卡人確認及明白，若其本人並非The Club的會員戶，則將無法進行與其The Club會員相關的的任何活動(包括但不限於兌換Club積分、查閱及編輯其會員資料，或在Club Shopping購物)。直至Club HKT批准其The Club會員申請及其完成The Club會員戶的啟動程序。
- 除非另有註明，否則主卡持卡人和/或附屬卡持卡人憑此卡簽賬所賺取的Club積分將納入主卡持卡人的The Club會員戶。
- 憑此卡簽賬而獲得的Club積分獎賞及所有相關事宜均受發卡公司不時發布或修訂的「Citi The Club信用卡Club積分回饋計劃」之條款及細則以及任何其他適用條款及細則約束。
- Club積分之兌換，非憑此卡簽賬而獲得的Club積分獎賞及所有有關The Club會員計劃有關的事宜均受由Club HKT發出的The Club之

發卡公司保留權利隨時更改此合約之任何條款及細則。

Citibank電話理財服務熱線2860 0333/白金卡服務專線2860 0360(僅供花旗銀行白金卡持卡人使用)/Ultima服務專線2860 0308(僅供花旗銀行Ultima持卡人使用)/Citi Prestige服務專線2860 0338(僅供花旗銀行Citi Prestige持卡人使用)或前往花旗銀行分行，通知發卡公司。在取消電子月結單服務及/或電子通知書服務的登記後，發卡公司將恢復向持卡人印發月結單及/或通知書。

- 持卡人同意，發卡公司毋須將持卡人的數據、軟件、電腦、電腦設備或其他設備因持卡人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壞、損害或支出而承擔任何責任，除非純粹直接因發卡公司疏忽或蓄意遺失所致，則作別論)。

- 持卡人同意發卡公司應以合理努力，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，持卡人確認，發卡公司對於於電子月結單服務及/或電子通知書服務過在任何司法管轄區內任何適用的互聯網服務供應商、網絡系統或其他類型系統所屬區的任何資料的保安、保密或機密事宜，並不保證。持卡人確認其明白並接受所有提供電子月結單服務及/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持卡人授權的情況下被竊取、監察、修改、篡改或被盜送或被篡改其其他方面。

- 電子月結單服務及/或電子通知書服務使用發卡公司的，發卡公司的附屬公司或其他軟件供應商的專有權軟件。持卡人同意發卡公司已就電子月結單服務及/或電子通知書服務向持卡人授予使用該軟件的非專用特許，此特許僅容許持卡人使用該軟件作預定之用途。持卡人同意不會進行任何有關該軟件的分析、解碼、複製、更改或還原工程，亦不會准許任何其他人土進行上述事項。

11. Citi Alerts即時短訊服務

- 持卡人同意，通過登記及使用發卡公司透過電腦設備傳達提示的服務(簡稱為「Citi Alerts即時短訊服務」)，即代表持卡人接受並同意受本合約第11條約束，並支付與使用Citi Alerts即時短訊服務的任何費用。持卡人同意遵照從任何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，以及發卡公司不時向持卡人提供、藉以規管有關Citi Alerts即時短訊服務使用其他設施、優惠或服務的其他條款及條件。

- 持卡人須負責其電腦設備的保安，並須採取一切合理的防範措施以確保任何第三者接觸到任何機密資料。發卡公司不承擔任何機密資料被盜而負上任何法律責任。

- 持卡人同意發卡公司應以合理努力，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，持卡人確認，發卡公司並不保證透過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。持卡人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持卡人授權的情況下被竊取、監察、修改、篡改或被盜送或被篡改其其他方面。

- 持卡人確認，任何持卡人透過其電腦設備所收到的Citi Alerts即時短訊服務的任何資料，均只作持卡人(而非任何其他人士)的參考用途，不應將之作為與其有關事宜之不可推諉的證據。

- 發卡公司及發卡公司為提供Citi Alerts即時短訊服務而指定之任何電腦系統，均不會為任何未能或延遲向持卡人傳送資料或資料中的任何錯誤或偏差而負上任何法律責任或責任，除非該責任由發卡公司或該該公司引致的任何疏忽或故意疏忽造成。持卡人明白，發卡公司及任何該該公司均不會為其合理控制範圍內任何原因所引致後果(包括但不限於持卡人的電腦設備因任何原因未能接收資料、任何電腦故障、互聯

條款及細則約束，且可能不會時由Club HKT修訂。發卡公司對The Club會員計劃下或與之相關的任何事項或交易一概不承擔任何責任或義務。

- 信貨及透支上限
 - 2.5 除非另有註明，否則發卡公司不會就憑此卡所作之簽賬授予Citi ThankYou Rewards積分、現金或任何其他形式的禮贈。

- 持卡人不可使用此卡參與任何非法活動(包括互聯網上的非法賭博)。發卡公司保留權利拒絕處理或支付發卡公司懷疑涉及非法賭博或根據適用法律可能為非法法的交易。如發卡公司合理相信該項支付有關交易，(a)發卡公司、(b)花旗集團及其集團公司，包括發卡公司在內(「集團公司」)及/或(c)發卡公司或任何集團公司選擇向其提供服務(包括但不限於Club HKT及其聯營公司)而又非付款設施供應商)(「第三方支付服務供應商」)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)發卡公司或任何當地或海外的司法管轄區或其任何監管機構的規管、檢控、稅務或任何政府機關(「機關」)訂立的任何協議(且(i))統稱為「法律或規章」)。發卡公司可拒絕處理或支付有關交易。發卡公司將無須就其使用此卡的任何責任。若持卡人想就此卡採用新的簽署，需事先向發卡公司提出書面申請。

- 儘管本合約有所規定，如根據本合約就未經授權的交易在結算日之前提出報告，持卡人有關扣留有關的金額，在進行調查期間，發卡公司將不會對爭議金額收取任何財務費用或利息，亦不會針對持卡人作出不良信譽報告。調查如實完成後，如調查結果表明該報告並無根據，發卡公司有權就整段期間(包括調查期間)對爭議金額重新收取任何未獲還還的費用及收復利息。誠信調查的結果對持卡人具有約束力。

- 如果商戶無法交付或履行全部或部分的商品或服務，或由於任何原因就有關商品或服務違約，包括但不限於商戶的停業、破產或清盤行動，持卡人仍然有責任按照相關的信用卡機構規則支付全數交易金額。

- 任何因產品及/或服務引起的索償、糾紛或投訴都應由持卡人直接與商戶解決。無論此類糾紛(包括但不限於收到產品及/或未能履行服務)能否得到解決，持卡人仍然須遵守相關的信用卡機構規則並有責任按照本合約規定的方式清還全數交易金額。

- 發卡公司既不不是產品及服務的供應商，也不是商戶的代理人，因此不負責產品或服務的質量、保養、送貨、供電、安裝、任何知識產權之所有權及與產品或服務相關的任何事項。商戶對於此類產品或服務及所有配套服務應獨自承擔所有有關的責任及負債。

5. 費用及收費

- 發卡公司將為持卡人使用此卡而設一賬戶(簡稱為「賬戶」)。發卡公司有權從此賬戶支取所有交易之款項和所有費用、收費、利息、欠款和其他擔本合約應付的款額(統稱為「費用」)。
- 發卡公司將每月向持卡人發出賬戶的月結單(簡稱「月結單」)，詳列所有交易及費用(簡稱「月結單總結欠」)及到期應付日期(簡稱為「付款限期」)。若自上一期月結單後沒有交易或持卡人的買方或借方結餘少於發卡公司不時訂定的金額(現時為港幣二十元)的話，發卡公司可以向持卡人發出月結單。
- 除發卡公司可使用其權利要求持卡人在付款限期之前或當日繳付月結單總結欠外，持卡人將按照發卡公司列載於花旗銀行信用卡服務收費表(簡稱為「服務收費表」)或不時訂定的收費率支付以下各款項給發卡公司：
 - 最低付款額
 - 月結單上顯示的最低付款款額(簡稱為「最低付款額」)，但持卡人亦可

發卡公司保留權利隨時更改此合約之任何條款及細則。

網服務供應商失敗、電力故障、設備或裝置失靈、停機、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。

- 持卡人明白支持Citi Alerts即時短訊服務的第三方(包括發卡公司)僅提供電話公司及/或非發卡公司的代理，亦不代表發卡公司，且與發卡公司並無合作、合夥、聯營或其他關係。發卡公司不會為該第三方(包括系統營運者)引致的任何損失負責任。

- Citi Alerts即時短訊服務僅使用發卡公司的、發卡公司的附屬公司及/或其他軟件供應商的專有權軟件。持卡人同意發卡公司已就Citi Alerts即時短訊服務向持卡人授予使用該軟件的非專用特許，此特許僅容許持卡人使用該軟件作預定之用途。持卡人同意不會進行任何有關該軟件的分析、解碼、複製、更改或還原工程，亦不會准許任何其他人土進行上述事項。

12. 取消

- 發卡公司保留權利亦可以在毋需給與持卡人任何理由或事先通知下，收回、暫停、延長或更改任何提供給持卡人的設施或服務，提高或降低客戶信貸限額、現金透支限額、收回任何所有有此卡、結束賬戶或終止本合約。在不局限於發卡公司上述權利及作為實例說明，發卡公司可能在上述情況下行使該等權利，例如持卡人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、債權或類似行為或訴訟或為令任何法律或規章可獲遵守。

- 持卡人須以書面通知發卡公司終止本合約。

- 發卡公司可以(無論有否暫停或減少信貸，或收回此卡，或終止本合約)要求持卡人立刻償還賬戶內全部之欠款，即使本合約已經終止。持卡人仍須負責因本合約所產生或仍然存在之責任。

- 如發卡公司不論因何原因終止此合約，發卡公司有權於合約終止後六個月內任何時間向持卡人發出任何付款以取代此卡。

- 不論出于任何原因，發出給主卡持卡人的信用卡(「主卡」)一旦被盜，將終止根據該主卡所作出的所有附屬卡。

- 主卡持卡人或附屬卡持卡人可以透過以下方法通知附屬卡(而不止上述方式)被竊掉或退回，發卡公司可在收到終止通知後，根據適用於終止信用卡的程序採取相應的行動，以防止附屬卡繼續被使用。基本卡持卡人需要對透過附屬卡進行的任何交易負責，直至該附屬卡被竊掉或退回，或直到發卡公司能實施適用於終止信用卡的程序為止，以較後者為準。

13. 修訂

- 發卡公司保留權利可隨時透過事先通知修訂本合約之條款，包括但不限於就任何收費或費用之定率及付款方式作出的任何修訂。該等修訂條款將根據適用的營運守則按發卡公司指定之日期生效。

- 若持卡人拒絕接受發卡公司之新修訂，持卡人須在該修訂生效前停止其賬戶。

- 持卡人在發卡公司發出有關新修訂通知生效日期使用此卡所作之交易將被視為持卡人無條件地接受並同意該新修訂。

- 於發卡公司及/或花旗銀行香港分行持有戶口之持卡人

- 本條文適用於持卡人於發卡銀行(此卡相關之戶口除外)及/或花旗銀行香港分行持有戶口者。

- 花旗銀行戶口及服務之條款(「花旗銀行戶口及服務之條款」)經不時修訂或補充)應視為全文皆引用於本合約，如花旗銀行戶口及服務之條

14. 有關「BDAI」的披露

「BDAI」是指數據分析及人工智能應用，一般涉及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執行及取得用戶最佳化記錄、工具或機器活動所創造的結構性資料及非結構性資料的分析解釋、機器學習、決策樹、自然語言處理、生物特徵認證技術、互聯網內容檔案、

該月結單的最低付款額，發卡公司將就該月結單之隔一星期後的月結單未繳付之結欠及該月結單之隔一星期後的月結單日起之所有新簽賬收取拖欠財務費用(列載於服務收費表)以收取財務費用，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發卡公司在任何連續六個月結單的付款限期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間開始徵收，拖欠財務費用將每日計算和累積。

- 支賬提取賬戶盈餘手續費

- 若持卡人卡以支票提取賬戶盈餘，發卡公司之項將收取列載於服務收費表上的手續費費用。

- 補發月結單手續費

- 若持卡人申請補發月結單，發卡公司將收取列載於服務收費表上的手續費。

- 申請補發簽賬存根手續費
 - 若持卡人申請補發簽賬存根，發卡公司將收取列載於服務收費表上的手續費。

- 逾期手續費
 - 若發卡公司未能在付款限期當日或之前全數收到最低付款款額，發卡公司將收取列載於服務收費表上之逾期手續費。

- 服務費用
 - 發卡公司將於其指定日期向持卡人卡之賬戶收取列載於服務收費表上不可退還的年費。發卡公司亦將就全數付款或索取任何有關此卡紀錄之規定，從賬戶扣除列載於服務收費表上的服務費用。

- 退票/自動轉賬退回的收費

- 若持卡人收取郵寄月結單，發卡公司將收取列載於服務收費表上的手續費。

- 以非港幣之貨幣進成的交易付款，發卡公司將會按由VISA/MasterCard在折算日按國際市場兌換率中選擇的兌換率折算為港幣，此等交易亦將另外收取列載於服務收費表上之逾期手續費。

- 外幣匯票託收費用

- 若持卡人以港幣以外之其他貨幣付款，該筆款項只將在發卡公司收到後及扣除所有有收款費用後，才存入賬戶中。

- 超額費用

- 若所使用信貸額超出客戶信貸限額，發卡公司將按收費表收取超額費用。

- 賬目調查手續費

- 就每項不成立之賬目調查，發卡公司將收取列載於服務收費表上的賬目調查手續費。

- 拖欠財務費用

- 發卡公司將每月閱計信用卡戶口以決定是否收取拖欠財務費用。若該戶口顯示發卡公司未能在任何月結單的付款限期或之前收到

發卡公司保留權利隨時更改此合約之任何條款及細則。

款與本合約之條款不一致，概以本合約之條款為準。儘管如此，就有關押記、結合及合併戶口或保障之權利而言，則應以花旗銀行戶口及服務之條款內第12條(押記、置業權及抵押)項下之12.3、12.4、12.5條款(經不時修訂或補充)(各自為一「花旗銀行戶口及服務之使用適用條文」)為準，而花旗銀行戶口及服務之條款的適用條文之指稱為：

- 根據本合約，「閣下」包括花旗銀行(香港)有限公司及花旗銀行香港分行；及

- 「Citigroup Organisation」應所有花旗銀行戶口及服務之條款之第2.3條(經不時修訂或補充)內有所述之涵義。

- 其他
 - 15.1 發卡公司可在任何時間在毋須事先通知持卡人的情況下，將其在本合約內的任何所有權利或業務轉移、轉讓、轉授或分付任何他人。在無損於前款所述的情況下，如發卡公司合理認為發卡公司遵從任何法律或規章而合理所需，發卡公司亦可將發卡公司在本合約內之全部或部分權利和義務及賬戶中之任何款項轉售給任何集團公司。

- 所有發卡公司發出之通知、月結單或書信可以書面通知，(月結單附件或通知書，電子郵寄形式或在月結單或通知書上註息或透過發卡公司認為恰當之任何其他形式、所有在發卡公司發出通知之日，月結單或通知書在向持卡人最後在發卡公司登記的地址發送後即為有效發出，並在该等通訊方式之遞寄遞送時間內視為已由持卡人收到。

- 發卡公司特此被授權(但並非必須)透過經以下方式發出的指示：(a)謄印由持卡人發出的電話、傳真傳真、郵寄、傳真傳輸或書面指示；或(b)以發卡公司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，儘管任何何謄印、誤譯、欺詐、偽造或在條款上不清晰或缺件或須發卡公司任何查詢及/或轉印給予此等指示之指示或通知書，或查詢它們是否真實。但如發卡公司合理相信執行有關指示，(a)發卡公司、(b)任何其集團公司及/或(c)任何其他其第三方服務供應商可能違反法律或規章，發卡公司可拒絕執行有關指示。發卡公司將無須就持卡人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持卡人負責。

- 本合約條款中之文翻譯本僅作指引參考用。如中、英文有任何差異，均以英文為準。

- 除文意需另作解釋，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。

- 本計劃之提供視乎申請資格符合及賬戶狀況的查核，發卡公司對此有絕對的酌量權。如持卡人取消本計劃，則可能被收取《服務收費表》中規定的「商戶分期計劃之取消交易手續費」(即HK\$300)，並將被全數收取未清還的貸款金額；

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