CITI CREDIT CARD AGREEMENT TERMS AND CONDITIONS

(Applicable to Citi ULTIMA/Citi Prestige Card/Citi Plus Credit Card/ Citi PremierMiles Card/Citi Cash Back Card/

Citi Cash Back American Express® Card/Citi Rewards Card/ Citi Clear Card/Classic Card/Citi Gold Card)

(Effective on November 20, 2023)

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 that a Supp mentary 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

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 r 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 receip (adopting the same signature in the application form or such othe 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 limi 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 hdrawn 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 al consequences, losses and / or other liabilities incurred as a result of the PIN being known to another person for whatsoever reason. 2.3 When using the Card, the Cardholder / Cardmember should ensure
- that the signature in the sales draft is the same as the signature appearing on the application form (or such other documents as may be prescribed by the Company) and the Card for the Company's verification purpose. For the avoidance of doubt, failure to do so wi not relieve the Cardholder / Cardmember from liability for the use of the Card. The Cardholder / Cardmember should submit prior writter application to the Company if he wants to adopt a new signature fo the use of his Card.
- 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 fo 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 ma 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, Merchant Installment
- 3.2 The Cardholder / Cardmember will be liable for all transactions

Service and/or e-Advice Service from time to time at its sole discretion at any time by giving prior notice to the Cardholder / Cardmember. The Cardholder / Cardmember understands that the e-Statement

- Service and/or e-Advice Service are available to him provided that he has appropriate internet access and telecommunications services and equipment. The Cardholder / Cardmember shall keep such equipment used for the e-Statement Service and/or e-Advice Service
- 9.5 The Cardholder / Cardmember 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.
- 9.6 Upon reasonable attempt, failing to send emails in connection with the e-Statement Service and/or e-Advice Service to the Cardholder mber with reasonable retry, the e-Statement Service and/c e-Advice Service will be automatically cancelled and the Company wil resume sending Statements and/or advice in paper form to the Cardholder / Cardmembe
- 9.7 To cancel enrollment for the e-Statement Service and/or e-Advice Service, the Cardholder / Cardmember shall give prior notice at least 0 working days before the next Statement / advice date through Citibank online banking or at least 15 working days through CitiPhone Banking at (852) 2860 0333 / Platinum Service Line 2860 0360 (fo Citibank Platinum Cardholders only) / Ultima Service Line 2860 0308 (for Citi ULTIMA Members only) / Citi Prestige Service Line at 2860 0338 (for Citi Prestige Cardholders only) / American Express Service Line 2860 0366 (for Citibank Cash Back American Express Cardmembers only) or Citibank branches. Upon cancellation o enrollment for the e-Statement Service and/or e-Advice Service, the Company will resume sending Statements and/or advice in paper form o the Cardholder / Cardmember
- 9.8 The Cardholder / Cardmember agrees that the Company shall not be liable for any loss, damages or expenses that the Cardholder Cardmember shall incur, including without limitation, any loss or damage caused to the Cardholder / Cardmember data, software, computer, telecommunications equipment or other equipment in connection with the Cardholder's / Cardmember's use of the e-Statement Service and/or e-Advice Service unless they are caused solely and directly by the Company's negligence or willful defaul
- 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 o 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/o 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 of disclosed to other parties without the Cardholder's / Cardmember's
- 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 nodify or reverse engineer any such software or allow anyone else to
- 10. CITI ALERTS SERVICE 10.1 The Cardholder / Cardmember agrees that by enrolling for and using the service(s) wherein the Company will send alerts via electronic means ("Citi Alerts Services"), the Cardholder / Cardmember accepts and agrees to be bound by this Clause 10 and to pay any associated with the use of the Citi Alerts Services. The Cardholder Cardmember 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 been 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

("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 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 o 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 ayphone or any other device approved by the Company from time to

- 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 Fransaction which the Company suspects to be involved in illegal ambling or which may be illegal under any applicable laws
- e Company further reserves the right to refuse to process or pay any Transaction if the Company reasonably believes that by processing (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 payme 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 / 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 Notwithstanding any provision in this Agreement, if an unauthorized
- transaction is reported in accordance with this Agreement before its settlement date, Cardholder / Cardmember is entitled to withhold ayment of the disputed amount. While investigation is on-going, the Company will not impose any Finance Charge or interest on the isputed amount or make an adverse credit report against Cardholder Cardmember. After investigation is completed in good faith and if the nvestigation result shows that the report was unfounded, the Company has the right to re-impose any outstanding Charges or nterest on the dis ted amount over the whole period (including th nvestigation period). The result of the good faith investigation is inding on Cardholder / Cardmember.
- 3.5 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 relatio to the goods or services for any reason whatsoever, including without mitation the cessation of business or bankruptcy or winding-up c the merchant. Cardholder / Cardmember remains liable to pay the full amount of the Transaction, subject to the relevant Card association
- 3.6 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 amount of the fransaction in the manner stipulated by this Agreement, subject to e relevant Card association rules
- 3.7 The Company is neither the provider of the goods and services nor an agent of the merchant, and shall not be responsible for the guality warranty, delivery, supply, installation, ownership of any intellectual property and any matter related to the goods or services. The nerchant is solely responsible for all obligations and liabilities relating o such goods or services and all auxiliary services. 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, nterests, 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

make available to the Cardholder / Cardmember in connection with the Citi Alerts Services.

- 10.2 The Cardholder / Cardmember is responsible for the security of his telecommunications equipment and must take all reasonable precautions to prevent anyone else from accessing any confidential nformation and the Company is not liable for any disclosure o nfidential information.
- 10.3 The Cardholder / Cardmember agrees that the Company shall use reasonable effort to ensure that the Citi Alerts Services are secure and cannot be accessed by unauthorized third parties. However, the Cardholder / Cardmember acknowledges that the Company does not warrant the security, secrecy or confidentiality of any information transmitted via the Citi Alerts Services. The Cardholder / Cardmember onfirms that he understands and accepts all possible risks involved in using the Citi Alerts Services including, without limitation, the Citi Alerts Services being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the Cardholde ember's authorization.
- 10.4 The Cardholder / Cardmember acknowledges that any information received by the Cardholder / Cardmember via his telecommunications equipment pursuant to the Citi Alerts Services is for his (and not any other persons) reference only, and shall not be taken as conclusive vidence of the matters to which it relates.
- 10.5 Neither the Company nor any of the telecommunications company 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 / Cardmember 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 elecommunications company. In particular, the Cardholder Cardmember understands that neither the Company nor any such telecommunications company shall assume any liability or responsibility for consequences arising from any cause beyond its reasonable control including, without limitation, failure of the Cardholder / Cardmember's telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, Internet service provider failure, power failure, malfunction, breakdown, interruption or inadequacy of ment or stallation, act of God, government act, civil commotion, strike, war, re, flood or explosion.
- 10.6 The Cardholder / Cardmember understands the third party supporting the Citi Alerts Services (including the telecommunications company designated by the Company) is neither agency of the Company nor epresenting the Company, and there is no co-operation, partnership, int venture or other relationship with the Company and the mpany is not responsible for any loss caused by such third party ng system operator
- 10.7 The Citi Alerts Services use proprietary software of the Company the Company's affiliates or other software suppliers. The Cardholder Cardmember agrees that the Company has granted the Cardholder Cardmember a non-exclusive license to use this software in onnection with the Citi Alerts Services which allow the Cardholder ardmember 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 reason or cause nor prior notice to the Cardholder / Cardmember. Without limiting the Company's rights as aforesaid and as an illustration, any such right is likely to be exercised if the Cardholder / Cardmember is in breach of any of the terms of this Agreement, fails to pay any amount when due, or commences or suffers to have any vency, execution or similar action or proceedings against himse 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)

equire the Cardholder / Cardmember to immediately pay the entire

- 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 in 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 ompany 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
 - ("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 / Cardmemb 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
- (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 ransactions 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 rom the respective dates of such Transactions notwithstar that such Transactions will not be payable until the Payment Du 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 or retrieval of any records in connection with the Card. (g) Return Check / Reject Autopay Fee
- A return handling fee (if any) as specified in the Fees Schedule will be charged for any check issued in settlement of account which is lishonoured 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 (if any) as specified in the Fees Schedule will be charged for the issuance of any replacement Card.

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 ubstitution for the Card.
- ermination of the Card issued to the Principal Cardholde 11.5 Cardmember ("Principal Card") for whatever reasons will terminate al nentary Card(s) issued under it.
- 11.6 Either the Principal Cardholder / Cardmember or a Supplementar 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 nentary Card. If the Supplementary Card is not cut or returned ioned, the Company may upon receipt notice of termination take action in accordance with its procedures applicable terminated credit cards to prevent further use of the Supplementary Card. The Principal Cardholder / Cardmember will be able 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, the Cardholder / Cardmember will discontinue the Account by written notice to the Company before such amendments ecome effective
- 12.3 Any Transaction using the Card after the effective date of the ments will be deemed to be conclusive evidence that the Cardholder / Cardmember has accepted and agreed to such amendments without reservation. 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 consolidation of account or indemnity and the reference in a CTC oplicable Clause to
 - "you" shall, for the purpose of this Agreement, be deemed to nclude 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 any Law or Regulation.
- 14.2 All notices, Statements or correspondence sent by the Company may be in the form of written notice, statement or advice insert, message by email or preprinted on Statement or advice, or through any other ppropriate form determined by the Company. All such notices tatements 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

- English version will prevail.

- vary this Agreement at any time. 14.8 Disclosure regarding BDAI

- RDAI for
- ther risk assessments

predicative modelling; and

(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

(j) Over Limit Charge

An over limit charge as specified in the Fees Schedule will be charged if the credit used exceeds the Customer Credit Limit. (k) Charge Dispute Handling Fee A charge dispute handling fee (if any) as specified in the Fees

Schedule will be imposed for any dispute proved to be invalid after ivestigation. (I) Default Finance Charge (If applicable)

The Company will review the Account monthly to determin whether default finance charge is chargeable to the Account. the Minimum Payment Due is not received by the Company on or efore the Payment Due Date specified in any State

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 ncurred from the date of the second following Statemen notwithstanding that all such new Transactions will not be payable until the Payment Due Date specified in that State Such default finance charge will continue to apply until the espective 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 vill be calculated and accrued on a daily basis. (m) Credit Balance Withdrawal by Check Handling Fee

A handling fee (if any) as specified in the Fees Schedule will be charged for each credit balance withdrawal by check. (n) Statement Retrieval Fee

A handling fee as specified in the Fees Schedule will be charged for request for retrieval of statement. (o) Sales Draft Retrieval Fee

A handling fee (if any) 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 (if any) 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 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 hich the value of the Transaction is debited to the Account in Hong Kong dollars. Merchant Installment Plan Cancellation Handling Fe

A handling fee (if any) as specified in the Fees Schedule will be charged in the event of cancellation of Merchant Installment (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

chedule 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 / Cardmembe undertakes to verify the correctness of each Statement and to notify the Company within 60 days from the date of the Statement of any repancies, omissions, errors or wrong or incorrect entries of 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

received by the Cardholder / Cardmember within a generally acceptable me of that means of communication

14.3 The Company is hereby authorized (but is not obliged) to accept any nstructions given by (a) telephone, telex, mail, facsimile transr 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 authenticit notwithstanding any error, misunderstanding, fraud, forgery or lack o clarity in or authorization for their terms provided that the Company may refuse to act on the instructions if the Company reasonably elieves that by carrying out the instructions, (a) the Con of its Group Companies, and/or (c) any of its Third Party Service roviders 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

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 nasculine gender will include the feminine and/or the neuter gende where applicable. Headings are for reference only and will not affect onstruction 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, this Agreement, and/or any other agreement document, instrument or arrangement between Cardholder Cardmember and the Company, whether expressed or implied. ntended to, or will, confer on any person any benefit or any right t enforce any term which such person would not have but for the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong). ("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

'BDAI" refers to big data analytics and artificial intelligence applications, and generally involves quantitative method, system or approach that emulates human intelligence via computer programs to make estimates, predictions, recommendations or decisions in manners that go beyond classical statistical, mathematical, econometric or financial approaches 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, including without limitation data from social media, internet-enabled devices, machines, video and voice recordings. Machine learning, Multiple-Tree-based methods, natural

language processing, Neural Network, biometric authentication ogy, 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

(a) performing statistical, trend, market, behaviour, usage pattern, ustomer segment and pricing analysis; (b) performing credit, anti-money laundering, fraud prevention and

(c) planning, research and developments, designing services or products, improving customer experience;

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

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 mistaken made by the Company.

- 4.6 Where Supplementary Card(s) is/are issued, the Company ma (a) set-off the credit balance in any other account(s) of the Principa Cardholder / Cardmember with the Company against the outsta balance of each Supplementary Card due from each Supplementary ardholder / Cardmember to the Company; and (b) only set-off the credit balance in any other account(s) of a upplementary Cardholder / Cardmember with the Company against
- the outstanding balance of the Supplementary Card due from such upplementary 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 Supple Cardholder / Cardmember. Any instructions given by the Principa Cardholder / Cardmember to the Company will bind the Principa Cardholder / Cardmember and each Supplementary Cardholder Cardmember. Any dispute or claim between Principal Cardholder Cardmember and any Supplementary Cardholder / Cardmember wi not affect their respective obligations and liabilities under this

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 of or other 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 envelope used in connection therewith applicable from time to time. Cas 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. 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 ees or other expenses for the purpose of demanding, collecting o suing to recover any sum payable hereunder from the Cardholder Cardmember or other remedies resulting from the breach of non-compliance with any term of this Agreement, the Cardholder Cardmember will reimburse the Company all such legal fees as taxe by the court on a common fund basis (fees and disbursements which are of a reasonable amount and reasonably incurred) unless otherwis greed. Other reasonable fees and expenses (including the fees o the debt collection agencies) reasonably incurred in that connectio will be reimbursed by the Cardholder / Cardmember up to a maximur of 30% of the original outstanding sum.
- 5.3 The Cardholder / Cardmember will directly settle disputes betwee 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 proper ssued credit voucher.
- 5.4 Payments to the Company will only be deemed to be received by th Company and credited to the Account when received in good and cleared funds and if in foreign currency, after conversion by th Company into Hong Kong dollars in accordance with its norma 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 followin
- 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 charge service, return check / reject autopay fee (if any), card replacement fe (if any) and charge dispute handling fees (if any); (5) outstanding installments of any Plan or other installment programs of the Compan 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.

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 p 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. 14.9 The Multiple Credit Reference Agencies Model ("MCRA Model") enables credit providers (such as Citibank) to share and use consumer credit data through more than one credit reference agencies ("CRAs"), with all consumer credit data transmitted through o in the centralized database of the credit reference platform ("CRP You understand, acknowledge and agree that Citibank is not operato of the CRP and shall not be liable for any loss or damage arising from the use of CRP and/or services provided by any CRAs, including without limitation:
 - (a) any delay, unavailability, disruption, failure, error, inaccuracy loss, misuse or compromise of data caused by CRP operations o use of CRP by any person or party, or
- (b) any breach of obligation, fraud, wilful default or negligence by any CRAs, any other credit providers, or any owners, operators service providers or other participants of the MCRA Model or CRI (ou also agree and accept that owners and operators of the CR shall not be liable for any loss or damage arising from any use o the CRP by any person or party. 15. MERCHANT INSTALLMENT PLAN
- 15.1 The following terms and conditions shall govern Merchant Installmen Plan, subject to and in addition to this Agreement. All capitalized terms shall have their respective meanings as defined in this Agreement, unless otherwise defined or the context require
- erwise 15.2 The Merchant Installment Plan (the "Plan") is a loan (the "Loan") ded by the Company at its abs 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 Plar (each. a "Plan Transaction"):
 - (a) Cardholder/Cardnember irrevocably authorizes the Company to pay the full Plan 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 equal monthly installments through the Card (each a nstallment") with the first Installment being charged on the Plan Transaction date, and each subsequent Installment will be charged to the Card on the same monthly calendar day (or the next calendar day if there is no such day) of the Plan Transaction date until the Loan Amount is fully repaid. Each date on which ar nstallment is charged to the Card is referred to as an "Installmen
- Date" in this Agreement;(b) Availability of the Plan is subject to eligibility and account status checking by the Company in its absolute discretion. In the event f cancellation of the Plan by Cardholder/Cardmember, lerchant Installment Plan Cancellation Handling Fee (if any) as
- specified in the Fees Schedule may be charged and the outstanding Loan Amount will be billed in full; (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 payment of each Installment by Cardholder / Cardmember. As such, only the outstanding Installment amounts shall be counted against the Custome 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 pmotional offers as determined by the Company and the Merchant in their sole discretion. All matters and disputes

- 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 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 0338 (for Citi Prestige Cardholders only) / through chatting with us on the Citi Mobile® App (for Citi Plus Credi Cardholders only) / American Express Service Line 2860 0366 (fo 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 beer 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 of ability of the Cardholder / Cardmember does not apply to loss related to transactions resulting from use of Card in automated teller machine nether 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 grees to issue a replacement Card, its use will be subject to the terr f this Agreement
- 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 account with the Company and bank accounts with the Company or Citibank N.A. of whatever description and in whatever currency and whethe held singly or jointly with others towards discharge of all sums due to the Company in connection with the Card in whatever currency nsofar as any of the sums may only be due to the Compan contingently or in future, the Company's and Citibank, N.A.'s liabilit to the Cardholder / Cardmember to make payment of any sum standing to the credit of any such accounts will to the extennecessary to cover such sums be suspended until the happening o
- 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 Paving Entity") to undertake to the othe (each, a "Citi Creditor") to discharge any indebtedness which the Cardholder / Cardmember owes to a Citi Creditor upon the writte 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 osses 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
- roperty of the Company, and is not transferable. The Cardholder and a second second second second second second
- 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 equired 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 ir

relating to the Plan are subject to the final decision of the

- Company. (e) 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 / Cardmembe required to repay the Loan Amount in full to the Company and is liable for all charges, including without limitation to charges or overdue payments, in accordance with the terms of this Agreement
- (f) 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 aforem event, or if the Cardholder / Cardmember cancels the Account Cardholder / Cardmember shall immediately repay all outstanding liabilities under the Account, including without limitation and amount outstanding under the Loan, to the Company. (g) 1.5% of the billed Installment will be included in the Minimum
- Payment Due.
- (h) The Company will charge the interest rate and/or fees as disclosed at the date of availing the installment loan which shall be applicable during its entire term and no additional fees and finance charge will be charged for this Plan Transaction, ONLY if the Company receives (or had received) payment in full of the Statement Balance stated on vour monthly Statement of Accoun by the Payment Due Date every month until you have paid all Installment However, if the Company does not receive the full payment of the
- Statement Balance as indicated in your a. current and previous monthly Statement of Account
- i. the billed monthly Installment due in current Statement of Account will be subject to the daily Finance Charge as set out in the Statement of Account from the Instal Date till one day before you pay the current outstanding balance in full, and
- ii. any unpaid portion of any previous monthly Installment(s) in your current Statement of Account, will be subject to daily Finance Charge as set out in the Statement o Account from one day after the current Statement Date till one day before you pay the current outstanding balance in full
- b. current monthly statement of account only,
 i. the billed monthly Installment due in current Statement of Account will be subject to the daily Finance Charge as set out in the Statement of Account from one day after the current Statement Date till one day before the date you pay the current outstanding balance in full.

Please note that the Loan will take more than the scheduled term to pay off in full if only Minimum Payment Due is paid. The linimum Payment Due includes only 1.5% of billed Installment which is also specified in Clause 15.2 (g) of this Agreement and please refer to Clause 5.5 of this Agreement for the payment

allocation sequence. In addition, if the Company does not receive the full payment of the Minimum Payment Due by the Payment Due Date, a Default Finance Charge (if applicable) will be charged instead of the Finance Charge and you must also pay a Late Charge as determined by the Company and notified to you from time to time; and your credit records will reflect payment delinquency. The above is subject to the terms of this Agreement governing your Citi Credit Card account. The Cardholder/Cardmember should refer to Clause 4.3 (l) of this Agreement for the charging logic of the Default Finance Charge (if applicable). The prevailing Finance Charge, Default Finance Charge and Late Charge are available in the Fees Schedule. https://www.citibank.com.hk/english/ edit-cards/pdf/fee-schedule.pdf (i) Points, Octopus Cash or Cash Rebates will be credited monthly

corresponding to the Installment billed. 16. RECURRING CARD INSTRUCTIONS

16.1 The Cardholder/ Cardmember can authorise another party to debit his Card Account on a recurring basis using his Card number and/or expiry date. This is called a Recurring Card Instruction ("Recurring Card Instruction")

accordance with the relevant requirement. The Cardholder / Cardmember will be notified of any Collected Amount as soon as reasonably practicable. The Cardholder / Cardmember acknowledge 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 he Company is not required to contest any demand made by an Authority for such payment.

- PERSONAL DATA 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 or Third Party Service Providers and such persons (whether in or outside Hong Kong) as set out in the Policy tatement 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, lega process, audit or investigation of any Authority. The aforesaid shal apply notwithstanding any applicable non-disclosure agreement. Th 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. The Cardholder / Cardmember hereby agrees that the Policy Statement relating to the Personal Data (Privacy) Ordinance of the 8.2 Company from time to time in force shall in all respects apply in relation to the Card and the Account and any matter arising therefron
- or incidental thereto. 8.3 The Cardholder / Cardmember understands and agrees that he must provide the Company with such information as the Company may require from time to time to enable the Company or any of its Group mpanies to comply with any Law or Regulation
- 9. E-STATEMENT /E-ADVICE SERVICES 9.1 By enrolling for and using the service in which an electronic form of statement of account(s) and/or designated advice of account(s) wi be made available by electronic means (the "e-Statement Service" & "e-Advice Service" respectively), the Cardholder / Cardmember accepts and agrees to be bound by this Clause 9. Upon enrollment for the e-Statement Service and/or the e-Advice Service, the Cardholder Cardmember will no longer receive his Statements and/or designated advice in paper form (designated advice being the types of advice as listed on your website www.citibank.com.hk/e-advice from time to time). The Cardholder / Cardmember agrees to abide by any and al laws, rules, regulations and official issuances applicable to the e-Statement Service and/or the e-Advice Service (as the case may be) now existing or which may bereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities benefits or services the Company may from time to time make available to the Cardholder / Cardmember in connection with the e-Statement Service and/or e-Advice Service.
 - The Cardholder / Cardmember agrees that the successful delivery of emails (if applicable) in connection with the e-Statement Service and/or e-Advice Service by the Company to the Cardholder's / Cardmember's designated email address shall be deemed to be delivery of the relevant Statement and/or designated advice to the Cardholder / Cardmember. The Company may, at its sole discretion and notwithstanding the Cardholder's / Cardmember's enrolment for the e-Statement Service and/or e-Advice Service, send any Statement and/or advice to the Cardholder's / Cardmember's last registered mailing address should the Company fail to send emails in connection with the e-Statement Service and/or e-Advice Service at the Cardholder's / Cardmember's registered email address or for any other reason.
- 9.3 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
- 16.2 In order to set up a Recurring Card Instruction, a Merchant will ask the Cardholder/ Cardmember 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
- nstruction form 16.3 If the Cardholder / Cardmember has provided Recurring Card Instructions to a Merchant, the Cardholder / Cardmember will need to contact the Merchant directly to request a cancellation. The Company suggests that the Cardholder / Cardmember does this at least 15 day prior to the next scheduled payment. Until the Cardholder Cardmember 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. 16.4 Subject to Clause 16.6 below, after Card cancellation or replacemen the Cardholder / Cardmember is responsible for reinstating all
- relevant Recurring Card Instruction(s). 16.5 Cardholder/Cardmember may retain a copy of the request to change or cancel any Recurring Card Instruction(s) with a Merchant. The Cardholder / Cardmember may use this as proof if a Merchant has not acted in accordance with his request.
- 16.6 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 Cardmember has the responsibility to contact the Merchant to cance or change the details of his Recurring Card Instructions. Without prejudice to Cardholder / Cardmember's aforesaid responsibility, i the relevant Card association provides the service of updating certain designated Merchants of such Card cancellation or Card details change and if Cardholder / Cardmember has not opted-out of such service, Cardholder / Cardmember is deemed to authorise the Company to (if the Company chooses to do so): (a) 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 (b) 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) 16.7 Before each payment under a Recurring Card Instruction, the Cardholder / Cardmember must ensure that he has available credit under his Card Account to enable that payment to be made within
- mer Credit Limit. 16.8 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 / Cardmember should refer to the Fees Schedule to learn about any fee which may apply.

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Citi信用卡合約 條款及細則

(適用於Citi ULTIMA/Citi Prestige信用卡/Citi Plus信用卡/ Citi PremierMiles信用卡/ Citi Cash Back信用卡/ Citi Cash Back American Express[®] Card/ Citi Rewards信用卡/Citi Clear Card/Citi普通卡/Citi金卡)

(由2023年11月20日起生效)

花旗銀行(香港)有限公司(簡稱「發卡公司」)按下列的條款發出Citi信用卡(簡稱「此 卡」)給閣下(簡稱「基本卡持有人」)和任何經基本卡持有人提名而又獲發卡公司 批准發給附屬卡之人士(簡稱「附屬卡持有人」)。基本卡持有人和附屬卡持有人(每 位簡稱「持卡人/會員」,基本卡持有人和附屬卡持有人亦統稱「持卡人/會員」) 在簽署或使用此卡時,即表示共同及個別同意或確認同意遵守本合約以下條款及 負責支付據以下條款應付給發卡公司的款項,但附屬卡持有人毋需負責基本卡持 有人或其他附屬卡持有人的債務

- 1. 持卡人/會員資料
- 1.1 持卡人/會員明白發卡公司是基於持卡人/會員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/會員。所申報資料如有任何更改 包括職業、工作或居住地址、永久居留地或電話號碼,持卡人/會員將 立即書面通知發卡公司。
- 1.2 持卡人/會員同意發卡公司對持卡人/會員與發卡公司的電話通話進行電 話錄音
- 2. 此卡的使用
- 2.1 持卡人/會員將須(a)於收到此卡後立即簽署(須與信用卡申請表格或發卡 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 此卡於任何時間均由持卡人/會員持有;及不可允許任何第三者以任何 方式使用此卡;(c)不能使用超過發卡公司不時酌情決定的信貸限額(簡 稱「客戶信貸限額」);(d)不能使用超過發卡公司不時酌情決定的現金 透支限額(簡稱「現金透支限額」),現金透支限額為客戶信貸限額的一 部份;(e)不能使用超過發卡公司不時酌情決定的信貸限額(簡稱「信貸 限額」);及(f)不可在此卡被收回或取消後繼續使用。
- 2.2 持卡人/會員將須把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/會員須立即通知發卡公司。倘若持卡人/會員之私人密碼 不論因任何原因洩露給其他人,持卡人/會員將須完全承擔一切由此而 招致的後果、損失及/或其他責任,並須全數賠償發卡公司一切因此而 引起之損失
- 2.3 當使用此卡時,持卡人/會員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)及此卡上的簽署相同,以便發卡 公司可以進行核對確認。為免生疑,持卡人/會員若未能實行此要求, 將不會免除其使用此卡的任何責任。若持卡人/會員想就此卡採用新的 簽署,需事先向發卡公司提出書面申請。
- 3. 經此卡實行的交易
- 3.1 此卡可在發卡公司的任何分行和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、付賬和獲得發卡公司不時提供 或安排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 司提供之信用卡貸款計劃(包括但不限於「Quick Cash」套現分期計劃或 脹單「分期更好使」計劃或簽賬「分期更好使」計劃或折現計劃或結餘
- 卡公司提供其最新及正確的電郵地址。
- 9.6 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 知書服務的電郵送遞給持卡人/會員,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/會員印發月結單及/或通
- 9.7 若持卡人/會員擬取消電子月結單服務及/或電子通知書服務的登記,須 於下期月結單/下一張通知書日期前不少於10個工作天前透過Citibank 網上理財,或於下一個結單/下一張通知書日期前最少15個工作天致電 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 Citi ULTIMA會員使用)/Citi Prestige服務專線2860 0338(僅供花旗銀 行Citi Prestige持卡人使用)/American Express服務專線2860 0366(僅 供Citibank Cash Back American Express® Card會員使用)或前往花旗銀 行分行,通知發卡公司。在取消電子月結單服務及/或電子通知書服務 的登記後,發卡公司將恢復向持卡人/會員印發月結單及/或通知書。
- 9.8 持卡人/會員同意,發卡公司毋須就持卡人/會員的數據、軟件、電腦 電訊設備或其他設備因持卡人/會員使用電子月結單服務及/或電子通知 書服務所導致的(包括但不限於)任何損失、損害或支出而承擔任何責任 除非純粹直接因發卡公司疏忽或蓄意錯失所致,則作別論
- 9.9 持卡人/會員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/會員確認,發卡公司對於電子月結單服務及/或電子通知書服務 通過在任何司法管轄區內任何適用的互聯網服務供應商、網絡系統或其 他同類型系統所傳送的任何資料的保安、保密或機密事宜,並不保證 持卡人/會員確認其明白並接受所有使用電子月結單服務及/或電子通知 書服務可能涉及的風險,包括但不限於電子月結單服務及/或電子通知 書服務在未經持卡人/會員授權的情況下被截斷、監察、修改、竄改或 被送遞或披露予其他方。
- 9.10 電子月結單服務及/或電子通知書服務使用發卡公司的、發卡公司的附 屬公司或其他軟件供應商的專有權軟件。持卡人/會員同意發卡公司已 就電子月結單服務及/或電子通知書服務向持卡人/會員授予使用該軟件 的非專用特許,此特許僅容許持卡人/會員使用該軟件作預定之用途。 持卡人/會員同意不會進行任何有關該軟件的分拆、解編、複製、更改 或還原工程,亦不會准許任何其他人士進行上述事項。
- 10. Citi Alerts即時短訊服務
- 10.1 持卡人/會員同意,通過登記及使用本公司透過電訊設備傳達提示的服 務(簡稱「Citi Alerts即時短訊服務」),即代表持卡人/會員接受並同意 受本合作約第10條款約束,並支付與使用Citi Alerts即時短訊服務的任 何費用。持卡人/會員同意遵從任何及所有現時或此後制定、頒佈或執 行並適用於Citi Alerts即時短訊服務的法律、法規、規定及官方指引, 以及發卡公司不時向持卡人/會員提供,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。
- 10.2 持卡人/會員須負責其電訊設備的保安,並須採取一切合理的防範措施 以防任何第三者接觸到任何機密資料。發卡公司將不會為任何機密資料 的披露而負上任何法律責任。
- 10.3 持卡人/會員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/會員

轉戶計劃或商戶分期計劃)。

- 3.2 即使持卡人/會員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/或沒有確認信用卡,持卡人/會員仍須負責一切因使用 此卡而實行的交易(簡稱「交易」)。未有持卡人/會員簽署使用此卡而 實行的交易包括但不限於以電話、傳真、郵寄或電子媒介、直接授權從 戶口轉賬付款、或利用自動櫃員機服務(無論此設備是屬於發卡公司與 否)或透過商戶之銷售點終端機或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。
- 3.3 持卡人/會員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不合法的交易。如發卡公司合理相信處理或支付有 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而 又非付款設施供應商的任何第三方(即指構成全球付款系統設施的第三 方,包括但不限於,通訊、結算或付款系統、中介銀行及代理銀行("付 款設施供應商"))("第三方服務供應商")可能違反(i)任何當地或海外的司 法管轄區的法律或規章,或(ii)發卡公司在任何當地或海外的司法管轄 區與任何具司法管轄權的規管、檢控、稅務或政府機關("機關")訂立的 任何協議((i)及(ii)統稱為"法律或規章"),發卡公司可拒絕處理或支付有 關交易。發卡公司將無須就持卡人/會員因在本條款下的交易遭拒絕處 理及支付而蒙受的任何損失或損害向持卡人/會員負責。
- 3.4 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期之前 提出報告,持卡人/會員有權扣留有爭議的金額。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/ 會員作出不良信貸報告。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 何未償還的費用及收費或利息。誠信調查的結果對持卡人/會員具有約 束力。
- 3.5 如果商戶無法交付或履行全部或部分的產品或服務,或由於任何原因就 有關產品或服務違約,包括但不限於商戶的停業、破產或清盤行動,持 卡人/會員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。
- 3.6 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/會員直接 與商戶解決。無論此類糾紛(包括但不限於未收到產品及/或未能履行服 務)能否得到解決,持卡人/會員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。
- 3.7 發卡公司既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、供應、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宜。商戶為此類產品或服務及所有配套 服務獨自承擔所有有關的責任及負債。
- 4. 費用及收費
- 4.1 發卡公司將為持卡人/會員使用此卡而設一賬戶(簡稱「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 和其他據本合約應付的款額(統稱為「費用」)。
- 4.2 發卡公司將每月向持卡人/會員發出賬戶的月結單(簡稱「月結單」), 詳列所有交易及費用(簡稱「月結單總結欠」)及到期繳付日(簡稱「付款 限期」)。若自上一期月結單後沒有任何交易而賬戶的貸方或借方結餘 亦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

確認,發卡公司並不保證通過Citi Alerts即時短訊服務所傳送的任何資 料的保安、保密或機密事宜。持卡人/會員確認其明白並接受所有使用 Citi Alerts即時短訊服務可能涉及的風險,包括但不限於Citi Alerts即 時短訊服務在未經持卡人/會員授權的情況下被截斷、監察、修改、竄 改或被送遞或披露予其他方。

- 10.4 持卡人/會員確認,任何持卡人/會員透過其電訊設備所收到的Citi Alerts即時短訊服務的任何資料,均只作持卡人/會員(而非任何其他人 士)的參考用途,不應將之作為與其有關事宜之不可推翻的證據。
- 10.5 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訊 公司,均不會為任何未能或延遲向持卡人/會員傳送資料或資料中的任 何錯誤或偏差而負上任何法律責任或責任,除非該責任由發卡公司或該 電訊公司引致的任何疏忽或故意失責所造成。持卡人/會員明白,發卡 公司及任何該電訊公司均不會為其合理控制範圍外任何原因所引致之後 果(包括但不限於持卡人/會員的電訊設備因任何原因未能接收資料、任 何電訊故障、互聯網服務供應商失靈、電力故障、設備或裝置失靈、停 頓、受到干擾或有所不足、天災、政府行為、內亂、罷工、戰爭、火 災、水災或爆炸)負上任何法律責任或責任。
- 10.6 持卡人/會員明白支持Citi Alerts即時短訊服務的第三方(包括發卡公司 指定的電訊公司)並非發卡公司的代理,亦不代表發卡公司,且與發卡 公司並無合作、合夥、聯營或其他關係。發卡公司不會為該第三方(包 括系統營運者)引致的任何損失負上責任
- 10.7 Citi Alerts即時短訊服務使用發卡公司的、發卡公司的附屬公司及/或其 他軟件供應商的專有權軟件。持卡人/會員同意發卡公司已就Citi Alerts 即時短訊服務向持卡人/會員授予使用該軟件的非專用特許,此特許僅 容許持卡人/會員使用該軟件作預定之用途。持卡人/會員同意不會進行 任何有關該軟件的分拆、解編、複製、更改或還原工程,亦不會准許任 何其他人士進行上述事項。
- 11. 取消
- 11.1 發卡公司保留權利並可以在毋需給與持卡人/會員任何理由或事先通知 下,收回、暫停、延長或更改任何提供給持卡人/會員的設施或服務、 提高或降低客戶信貸限額、信貸限額或現金透支限額、收回任何或所有 此卡、結束賬戶或終止本合約。在不局限發卡公司上述權利及作為實例 說明,發卡公司可能在下述情況下行使該等權利,例如持卡人/會員違 反本合約之任何條款、沒有支付到期款項或開始或面對破產、償債或類 似行為或訴訟或為了令任何法律或規章可獲遵從。
- 11.2 持卡人/會員須以書面通知發卡公司終止本合約。
- 11.3 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/會員立刻償還賬戶內全部之欠款。即使本合約經已終止, 持卡人/會員仍須負擔因本合約所產生或仍然存在之責任。
- 11.4 如發卡公司不論因任何原因終止此合約,發卡公司有權於合約終止後六 個月內任何時間向持卡人/會員發出任何卡以取替此卡。
- 11.5 不論出於任何原因,發出給基本卡持卡人/會員的信用卡(「基本卡」) 一旦被終止,將終止根據該基本卡所發出的所有附屬卡。
- 11.6 基本卡持卡人/會員或附屬卡持卡人/會員可以透過以下方式終止附屬卡 (而不終止基本卡):(i)通知發卡公司及(ii)剪掉附屬卡或退回附屬卡。如 果附屬卡未按上述方式被剪掉或退回,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

以不向持卡人/會員發出月結單。

- 4.3 除發卡公司可使用其權利要求持卡人/會員在付款限期之前或當日繳付 月結單總結欠外,持卡人/會員將按照發卡公司列載於花旗銀行信用卡 服務收費表(簡稱「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:
- (a) 最低付款額
- 月結單上顯示的最低付款額(簡稱「最低付款額」),但持卡人/會員 亦可償還多於最低付款額的款項。
- (b) 信貸及透支超額 若持卡人/會員因任何理由獲容許超越其客戶信貸限額,不論發卡 公司是否收取超額費用或即時增加臨時信用額服務之費用,發卡公 司仍有權要求持卡人/會員除了須償還最低付款額外,還需繳付發 卡公司任何或全部的超越客戶信貸限額的款項。 (c) 現金透支費用及現金透支利息
- 持卡人/會員每次使用現金透支服務須繳付列載於服務收費表的現 金透支費用,而發卡公司將按有關現金透支之總額(包括現金透支 費用)由現金透支提取日起直至全數繳付為止收取財務費用。所有 財務費用將以每日計算和累積。月結單內之現金透支利息之實際年 利率已包括現金透支費用及財務費用在內,並根據銀行營運守則所 訂定的淨值法計算。
- (d) 財務費用
- 發卡公司將每月檢討閣下的戶口情況,若戶口顯示上期月結單(簡 稱「上期月結單」)所述的月結單總結欠未能在付款限期當日或之前 繳付,發卡公司將就其上期月結單的未繳付之結欠由上期月結單日 起直至全數存入賬戶為止,收取財務費用(根據月結單或服務收費 表或發卡公司不時酌情通知的利率收取,以服務收費表所顯示的最 低金額為下限)。此外,所有由上期月結單日起計的所有新交易簽 賬將計入未付之結欠中,以計算各項由相關交易日起計的財務費用 (即使該各項新交易是在本月月結單的付款限期才需付款,但有關 認購或購買發卡公司任何投資產品的交易除外)。所有財務費用將 以每日計算和累積。
- (e) 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額,發卡 公司將收取列載於服務收費表上之逾期手續費。
- (f) 服務費用 發卡公司將於其指定日期向持卡人/會員之賬戶收取列載於服務收 費表上不可退還的年費。發卡公司亦將就現金付款或索取任何有關 此卡紀錄之服務,從賬戶收取列載於服務收費表上的服務費用。
- (g) 退票/自動轉賬退回的收費
- 若付款入賬的支票不能兌現或自動轉賬之授權被拒絕或撤銷,發卡 公司將從賬戶中收取列載於服務收費表上的退回手續費(如有)。
- (h) 補發新卡費 如須補發此卡,持卡人/會員將須支付列載於服務收費表上的手續 費(如有)
- (i) 外幣匯票託收費用
- 若持卡人/會員以港幣以外之其他貨幣付款,該筆付款只將在發卡 公司收到後及扣除所有收款費用後,才存入賬戶中。

用。基本卡持卡人/會員需要對透過附屬卡進行的任何交易負責,直至 該附屬卡被剪掉或退回,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。

- 12. 修訂 12.1 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和付款方式作出的任何修訂。該新修訂條款 將根據適用的營運守則從發卡公司指定之日期生效。
- 12.2 若持卡人/會員拒絕接受發卡公司之新修訂,持卡人/會員須在該修訂生 效前停止其賬戶
- 12.3 持卡人/會員在發卡公司發出有關新修訂通知生效日期後使用此卡所作 之交易將被視為持卡人/會員無條件地接受並同意該新修訂
- 13. 於發卡公司及/或花旗銀行香港分行持有戶口之持卡人/會員 13.1 本條文適用於持卡人/會員於發卡銀行(此卡相關之戶口除外)及/或花旗 銀行香港分行持有戶口者
- 13.2 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款 與本合約之條款不一致,概以本合約之條款為準,惟儘管如此,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、留置權及抵銷)項下之第12.3、12.4及12.5條(經 不時修訂或補充)(各自為一項「花旗銀行戶口及服務之條款的適用條 文」)為準,而花旗銀行戶口及服務之條款的適用條文內之指稱為: (a) 根據本合約,「閣下」應視為包括花旗銀行(香港)有限公司及花旗 銀行香港分行;及
- (b) 「Citigroup Organisation」應附有花旗銀行戶口及服務之條款的第 2.3條 (經不時修訂或補充)/內所述之涵義。
- 14. 其他 14.1 發卡公司可在任何時間在毋須事先通知持卡人/會員的情況下,將其在 本合約內的任何或所有權利或業務轉移、轉讓、轉授或分包予任何人 仕。在無損於前文所述的情況下,如發卡公司合理認為為發卡公司遵從 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協議內之全 部或部份權益和義務及賬戶中的任何款項轉移給任何集團公司。
- 14.2 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、電子郵件訊息或印在月結單或通知書上訊息或透過發卡公司認 為恰當之任何其它形式。所有此等發卡公司發出之通知,月結單或書信 在向持卡人/會員最後在發卡公司登記的地址發送後即為有效發出,並 在該等通訊方式之通常遞送時間內視為已由持卡人/會員收取。
- 14.3 發卡公司特此被授權(但並非必須)接納經以下方式發出的指示: (a) 據稱由持卡人/會員發出的電話、電傳電報、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,儘管有任何錯誤、誤解、欺詐、偽造或在條款上不清晰 或欠缺授權,不須發卡公司查詢有關人士作出或據稱給予此等指示 的權限或身份,或查詢它們是否真實。但如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/會員因在本條款下的指示遭拒絕執行而 蒙受的任何損失或損害向持卡人/會員負責。

- (j) 超額費用
- 費用。 (k) 賬目調查手續費
- 賬目調查手續費(如有)。
- (I) 拖欠財務費用(如適用) 發卡公司將每月檢閱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該月 結單的最低付款額,發卡公司將就該月結單之隔一期後的月結單未 繳付之結欠及該月結單之隔一期後的月結單日起之所有新簽賬收取 拖欠財務費用(列載於服務收費表上)以取代財務費用,即使該各項 新交易是在該月結單的付款限期日才需付款。該拖欠財務費用將繼 續適用直至發卡公司在任何連續六期月結單的付款限期或之前均收 到相關月結單的最低付款額為止,此後財務費用將在適用時開始徵 收。拖欠財務費用將每日計算和累積。

- (m) 支票提取賬戶盈餘手續費
- 收費表上的手續費用(如有)。
- (n) 補發月結單手續費 表上的手續費。
- (o) 申請補發簽賬存根手續費 若持卡人/會員申請補發簽賬存根,發卡公司將收取列載於服務收 費表上的手續費(如有)
- (p) 查閱個人資料手續費
- (q) 即時增加臨時信用額手續費
- (r) 動態貨幣兌換費
- 貨幣兌換費
- (s) 商戶分期計劃取消交易手續費 不論任何原因,若取消商戶分期計劃,將會被徵收服務收費表所訂
- 明的取消交易手續費(如有)。 (t) 郵寄月結單費用
- 表上的手續費。

將以英文本為準

時撤銷或更改本合約

14.8 有關"BDAI"的披露

BDAI的例子。

(d) 預測模型;及

束。

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

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

- 若持卡人/會員以支票提取賬戶盈餘,發卡公司將收取列載於服務
- 若持卡人/會員申請補發月結單,發卡公司將收取列載於服務收費
- 若持卡人/會員要求查閱個人資料,發卡公司將就每項個人資料查 閱收取列載於服務收費表上的手續費。
- 持卡人/會員若使用即時增加臨時信用額服務,需就獲批的臨時信 用額的全數繳付列載於服務收費表上的手續費(如有)。
- 在香港以外地區進行的任何動態貨幣兌換交易,而交易的金額以港 元從賬戶中扣除的話,該交易將會被徵收服務收費表所訂明的動態
- 若持卡人/會員收取郵寄月結單,發卡公司將收取列載於服務收費
- 4.4 以非港幣之貨幣達成的交易付款,發卡公司將會按由VISA/ MasterCard/American Express在折算日從國際市場兌換率中選擇的兌 换率折算為港幣。此等交易亦將另外收取列載於服務收費表上的手續
- 4.5 持卡人/會員同意,持卡人/會員須負全責確保及時收到所有月結單,並 當未能及時收到時向發卡公司作出查詢及要求領取該份月結單。持卡人/
- 14.4 本合約條款之中文翻譯本僅作指引參考用。如中、英文本有任何差異
- 14.5 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,而有雙數含義之字眼亦包括單數含義,如適當時所有男性之字眼 亦包括女性和/或中性
 - 本合約之標題僅作參考用途,並不影響本合約之詮譯。
- 14.6 本合約受香港法律管轄並應根據香港法律詮譯。持卡人/會員茲此同意 接受香港法庭的非專屬性司法管轄權。
- 14.7 此等條款、本合約,及/或持卡人/會員與發卡公司之間的所有任何其他 協議、文件、票據或安排的任何規定,不論明示或暗示,既非旨在亦不 會賦予任何人如非因香港法例第623章《合約(第三者權利)條例》的條 文而不會享有的任何強制執行條款的利益或權利,惟(a)根據本條文及 《合約(第三者權利)條例》之條款,任何集團公司(發卡公司除外)(各自 為一名「第三方」)可執行本合約向該集團公司授出或旨在授出任何權 利之任何條款或規定;及(b)毋須任何第三方同意,本合約之各方可隨
- "BDAI"是指大數據分析及人工智能應用,一般涉及透過電腦程式模擬 人腦智慧,以超越經典統計學、數學、計量經濟學或金融方法的方式進 行估計、預測、建議或作出決策的量化方法、系統或方式,以達到自動 化及取得大量由保存及記錄人類、工具及機器活動而創造的結構性資料 及非結構性資料的分析見解,包括但不限於來自社交媒體、互聯網裝 置、機器、錄像及錄音的數據。機器學習、多決策樹方法、自然語言處 理、神經網絡、生物特徵認證技術、互聯網曲奇檔案、網絡記錄檔皆為
- 銀行可就個人資料或非個人資料使用BDAI。銀行就個人資料的BDAI的 使用受銀行的有關《個人資料(私隱)條例》的政策聲明("政策聲明")約
- 此外,銀行可自行或透過其服務供應商,使用BDAI作: (a)進行統計、走勢、市場、行為、使用模式、顧客分類及定價分析;
- (b) 進行信貸、反洗錢、預防欺詐及其他風險評估; (c) 計劃、研究及發展、服務或產品設計、改善顧客體驗
- (e) 任何與上述有關的其他用途。
- 銀行已設立有力的政策及程序以確保數據的安全及完整性及BDAI的使 用是公平及按照適用法律及規例的。
- 關於花旗衍生數據的披露 "花旗衍生數據"是指銀行透過BDAI或其他方式收集、生成及/或衍生的 與客戶相關的匯總及匿名化資料或數據,但不包括可以直接或間接確定 個人身份的任何個人資料或數據。銀行可不受限制地免費使用花旗衍生 數據。在不限制銀行上述權利的情況下,銀行或其集團公司可以有償或 無償地以研究、趨勢或市場分析或報告形式將花旗衍生數據轉移予其集 團公司,以及其他第三方,前提是適用法律及規例允許進行此類轉移。 14.9 多家個人信貸資料服務機構模式(「MCRA模式」)使信貸提供者(例如花 旗銀行)能夠透過多家信貸資料服務機構(「CRAs」)共享及使用信貸資 料,而所有個人信貸資料均透過信貸資料平台(「CRP」)的中央資料庫 發送或存儲。您理解、確認並同意花旗銀行並非信貸資料平台的營運

會員並承諾核實每份月結單是否正確。如有任何差異、錯漏、錯誤或不 正確的記項或詳情,持卡人/會員應於月結單日期起六十天內通知發卡 公司。在該段期間終結後,有關的發卡公司紀錄及月結單詳情,應為針 對持卡人/會員的確證,除了已通知發卡公司的任何指稱錯誤,以及發 卡公司行使權利以調整及修訂任何記項或詳情(發卡公司可於任何時間 行使有關權利)處理其造成的不當或錯誤之外,發卡公司毋須進一步證 明有關紀錄及詳情實屬正確。

- 4.6 如發行附屬卡,發卡公司可以 (a) 以基本卡持卡人/會員於發卡公司之任何其他賬戶的結存,抵銷各
 - 附屬卡持卡人/會員於每張附屬卡的結欠;及 (b) 僅以附屬卡持卡人/會員於發卡公司之任何其他賬戶的結存,抵銷 該附屬卡持卡人/會員的附屬卡的結欠。
- 4.7 由發卡公司向基本卡持卡人/會員發出的所有通知、月結單或書信均視為 已發出予基本卡持卡人/會員及每位附屬卡持卡人/會員。由基本卡持卡人/ 會員向發卡公司發出的任何指示將對基本卡持卡人/會員及每位附屬卡持 卡人/會員具約束力。基本卡持卡人/會員與任何附屬卡持卡人/會員之間 的任何爭議或追討將不影響其在本合約下的各自義務及責任。
- 5. 費用支付 5.1 發卡公司將不時規定支付款項方式。如持卡人/會員經由發卡公司之自 動櫃員機付款或其他可接受的支付款項方式,所支付之款項將受發卡公 司不時適用之條款約束,包括當時適用之交易記錄和存款信封上之有關 條款。若使用發卡公司之自動櫃員機以現金存款,付款金額需經銀行職 員或其代理人核證後,才存入賬戶中。
- 5.2 若持卡人/會員未能按本合約支付到期需付或應付的款項,發卡公司可 能委派收賬公司催收有關款項。若發卡公司因向持卡人/會員催繳、追 收或在控告持卡人/會員賠償在本合約規定下應付之欠款或因持卡人/會 員違反或不遵守本合約條款而需作出其他補償,而須支付律師費、收賬 費用或其他開支,持卡人/會員將補償發卡公司法庭按訴訟各方共同基 金基準評定的律師費(合理地招致及金額合理的費用及開支),雙方另行 協議除外。與此有關的其他合理地招致的費用及開支(包括收賬公司的 費用)將由持卡人/會員補償,但最高補償金額為原欠付款項金額的百份 之三十(30%)
- 5.3 持卡人/會員與商戶對購物及服務之糾紛,將由持卡人/會員直接與商戶 自行解決。有關任何商戶所供應之貨品或服務,或有任何商戶拒絕接受 此卡,發卡公司將毋需對此負責。商戶的退款在發卡公司收到其正確無 誤的退款單據後,才轉還到賬戶中。
- 5.4 發卡公司只會在如實收到已兌現的付款及將外幣付款據發卡公司一般慣 常運作由發卡公司兌換成港幣後,並在不作任何抵銷、追討、附帶條 件、限制、扣除或預扣下,才被視為收到持卡人/會員的付款及已將付 款存入賬戶中
- 5.5 賬戶所收到的款項或其他進賬,可按照下列次序支付:(1)法律及收賬費 用;(2)財務費用;(3)現金透支利息;(4)所有適用的收費及費用,包括 但不限於 現金透支費用、逾期手續費、超額費用、服務費用、退票/自 動轉賬退回費用(如有)、補發新卡費(如有)及賬目調查手續費(如有);(5 任何計劃或發卡公司 其他的分期計劃下未付的分期付款餘額;及(6)其 他交易之未付本金餘額(在該些交易被徵收的財務費用利率有所不同的 情況下,費用收取次序為最高利率 至最低利率);或可在發卡公司毋須預
- 商,並將不會就因使用信貸資料平台和/或任何信貸資料服務機構所提
- 供的服務而造成的任何損失或損害承擔任何責任,這包括但不限於 (a) 任何因信貸資料平台之營運或任何人或任何一方使用信貸資料平台 而導致的資料延誤遲、不能使用、中斷、故障、錯誤、不准確、遺
- 失、誤用或損失害,或 (b) 信貸資料服務機構、任何其他信貸提供者,或任何多家個人信貸資 料服務機構模式或信貸資料平台的擁有者、營運商、服務提供者或 其他參與者違反義務、欺詐、故意違約或疏忽。您亦同意並接受信 貸資料平台的擁有者及營運商不對任何人或任何一方因使用信貸資 料平台而引起的任何損失或損害承擔責任。
- 15. 商戶分期計劃
- 15.1 以下條款及細則適用於商戶分期計劃,客戶須同時遵守相關的本合約, 除非另有定義或上下文另有註明,所有粗體術語應具有相關本合約中所 作的定義
- 15.2 本商戶分期計劃(簡稱「本計劃」)是由發卡公司絕對酌情決定提供的貸 款計劃(下文稱「本貸款計劃」),並只在持卡人/會員惠顧發卡公司可 能不時指定及通知的商戶(各稱「商戶」)時適用於持卡人/會員。就每 次使用**本計劃**所作的交易而言(各稱「計劃交易」)
- (a) 持卡人/會員不可撤銷地授權發卡公司一筆過將全數計劃交易金額 (「貸款金額」)繳付予商戶(可在商戶提供全部或部分相關產品或服 務前繳付),及保證經信用卡向發卡公司以等額的每月分期償還此 金額(各稱「分期付款」),即在計劃交易日期被收取第一筆分期付 款,及隨後的每月**分期付款**將在與**計劃交易**日期相同的曆日從卡中 扣除(如月份中並無該曆日,則將於下一個曆日扣除),直至全數清 還**貸款金額**。在本合約中,每個從卡收取分期付款的日期均稱為 「分期付款日期」
- (b) 本計劃之提供須視乎申請合資格與否及賬戶狀況的查核,發卡公司 對此有絕對的酌情權。如持卡人/會員取消**本計劃**,則可能會被收 取《服務收費表》中規定的「商戶分期計劃取消交易手續費」(如 有),並將被全數收取未清還的**貸款金額**
- (c) 貸款金額會從客戶信貸限額中扣除並轉為相應期數之分期付款。每 筆**分期付款**均不得取消,並會每月從賬戶支取,直至完全繳清**貸款** 金額。發卡公司將於持卡人/會員每月支付**分期付款**後按比例恢復 賬戶的客戶信貸限額。就此,只有未償還的**分期付款**金額將仍然佔 用賬戶的客戶信貸限額。任何退回或交換產品將不會影響在本計劃 下的付款責任;
- (d)發卡公司及商戶可全權酌情決定本計劃不可與任何其他優惠項目同 時使用。所有與本計劃有關的事宜及爭議,須以發卡公司之最終決 定為依據。
- (e) 每次**分期付款**之支付將如同任何其他從賬戶中扣除的一般交易般處 理,並受本合約的所有條款約束。在任何情況下,持卡人/會員須 根據本合約中之條款向發卡公司清還全數貸款金額,並有責任承擔 所有費用,包括但不限於逾期還款收費。
- (f) 發卡公司可根據其絕對權力及在任何時候毋須發出任何事先通知及 理由而決定:(i)拒絕向持卡人/會員提供**本計劃**;或(ii)撤回或取消 本計劃/本貸款/賬戶。任何上述事件發生後,或如持卡人/會員取 消賬戶,持卡人/會員須立即向發卡公司清還該賬戶下所有未償還

先通知持卡人/會員之下但認為適當的次序支付款項

- 5.6 閣下同意本行可在任何時候郵寄支票至閣下最後更新之通信地址,以退 還該戶口內部分或全部之結餘,而毋須事先通知。
- 5.7 在不影響本合約的其他條款下,若持卡人/會員需離開香港一段時間, 持卡人/會員須在離開香港前安排繳付費用給發卡公司。
- 6. 此卡遺失及被竊
- 6.1 持卡人/會員應根據發卡公司不時提供之指示留意信用卡及密碼之保安 若此卡遺失或被竊或被人知悉其密碼,持卡人/會員須在合理可能的情 況下盡快致電發卡公司之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Citi ULTIMA會員使用)/Citi Prestige服務專線 2860 0338(僅供花旗銀行Citi Prestige持卡人使用)/透過Citi Mobile[®] App 與我們聯絡 (僅供花旗銀行Citi Plus持卡人使用)/American Express服務 專線2860 0366(僅供Citibank Cash Back American Express® Card會 員使用),通知發卡公司。
- 6.2 在持卡人/會員通知發卡公司其遺失或被盜取卡/個人密碼或其他人知道 其個人密碼前,持卡人/會員均須對透過此卡實行的所有交易(不論持卡 人/會員授權與否)負責。不過,如損失並不是因持卡人/會員的欺詐行 為,或嚴重疏忽,或違反條款6.1而引致的,持卡人/會員對未經授權交 易要承擔的責任則以港幣五百元為上限。上述所提及持卡人/會員的承 擔金額上限,並不適用於自動櫃員機使用此卡(不論是否發卡公司之自 動櫃員機)的交易
- 6.3 若此卡遺失或被竊,發卡公司無義務補發新卡給持卡人/會員。如發卡 公司同意補發新卡,持卡人/會員在使用該補發新卡時,須受本合約條 款約束。
- 7. 發卡公司的權利
- 7.1 持卡人/會員同意發卡公司可以隨時毋須事前通知,從持卡人/會員於發 卡公司及花旗銀行開設之任何形式及任何貨幣的賬戶,無論該些賬戶是 持卡人/會員獨自或與其他人仕共同擁有,抵銷或調動所存之任何款項 以償還持卡人/會員使用此卡之任何貨幣的欠款。若某些欠款因某些待 發事件尚未需要償還,發卡公司及花旗銀行有權暫停支付相等於欠款額 的賬戶存款給持卡人/會員,直至此待發事件發生為止。
- 7.2 除非第13條(使用花旗銀行香港分行理財服務之持卡人/會員)適用,持 卡人/會員要求發卡公司及花旗銀行香港分行(各自為一名「Citi支付實 體」)向閣下以外之其他人士(各自為一名「Citi債權人」)承諾於Citi債 權人向Citi支付實體作出書面要求核實持卡人/會員未能於該屆滿日期前 解除任何債務時,閣下將解除持卡人/會員拖欠Citi債權人之任何債務 持卡人/會員承諾各自賠償閣下各方因作出該承諾而可能遭受之所有虧 損或負債。
- 7.3 此卡乃屬於發卡公司所有,不得轉讓。若發卡公司要求,持卡人/會員 必須盡快交還此卡。
- 7.4 持卡人/會員同意(a)發卡公司、(b)任何其集團公司及/或(c)任何其第三 方供應商,可為遵照任何法律或規章,就預扣、入息稅、増值稅、任何 物業出售或處置稅、徵稅或其他合法收取款項(統稱"已收取款項"),從 向持卡人/會員或持卡人/會員的賬戶或任何持卡人/會員的賬戶支付的 任何款項中,或從持卡人/會員的賬戶或任何賬戶中,預扣或扣減款項 或金額與已收取款項相等的款項。任何已收取款項須根據相關規定依時
 - 之債務,包括但不限於本貸款計劃的任何未償金額。
 - (g) 已記賬的分期付款的1.5%將包括在最低付款額中·
 - (h) 如發卡公司在每月付款限期之前收到(或已經收到)月結單中的月結 單總結欠的全數款項,發卡公司將只收取分期貸款之日公布的利率 及/或費用(該利率及/或費用將 適用於整個分期貸款期間),而不會 就此**計劃交易**收取額外費用及財務費用,直至您清還所有**分期付**
 - 然而,如發卡公司並未如以下月結單所示收到月結單總結欠的全數
 - a. 當前月結單及上一張月結單
 - i. 當前月結單中已記賬的每月**分期付款**將從月結單的**分期付 款**日期起衍生財務費,直至您全數清還當前的未償還結欠 的前一日,及
 - ii. 當前月結單中之前每月**分期付款**的任何未償還部分將從當 前月結單日之翌日起衍生財務費用,直至您全數清還當前 的未償還結欠的前一日。
 - b. 只限當前月結單
 - i. 當前月結單中已記賬的每月**分期付款**將從當前月結單日之 翌日起衍生財務費,直至您全數清還當前的未償還結欠的 前一日

請注意,如您僅支付最低付款額,您將需要比預定期限更長的時間 才能全數清還本貸款計劃。最低付款額只包含已記賬分期付款的 1.5%,詳情已列載於本合約的第15.2(g)條,亦請參考本合約第5.5 條了解有關付款的分配次序。

此外,如發卡公司在付款限期之前未收到全數的最低付款額,您 將被收取拖欠財務費用(代替財務費用)(如適用)及必須支付由發卡 公司所釐定並不時通知您的逾期手續費,而您的信貸記錄亦將反 映拖欠還款的情況。以上內容須受本合約之條款約束,並適用於 您的Citi信用卡賬戶。有關拖欠財務費用(如適用)的收費詳情,持 卡人/會員應參考本合約的條款4.3 (I)。現行的財務費用、拖欠財 務費用及逾期手續費刊載於以下網址之費用表上 www.citibank.com.hk/chinese/credit-cards/pdf/Fee_Schedule.

- (i) 積分、八達通現金或現金回贈將按已記賬的**分期付款**每月誌入賬 戶。
- 16. 自動更新替換卡資料指示
- 16.1. 持卡人/會員可以授權另一方使用持卡人/會員的信用卡卡號和有效日期 資料,藉此從持卡人/會員的信用卡賬戶自動扣除款項,這稱為自動更 新替换卡資料指示(簡稱「自動更新替換卡資料指示」)。
- 16.2. 為了設立自動更新替换卡資料指示,商戶將要求持卡人/會員填寫有關 表格,自動更新替換卡資料指示中有關扣數日期及收取金額的詳細資 料,應在有關表格中列出。
- 16.3. 持卡人/會員於商戶設立自動更新替換卡資料指示後,如希望取消該指 示,需直接向商戶提出。發卡公司建議持卡人/會員至少在下一次預定 付款前15天執行此操作。在持卡人/會員取消授權之前,商戶有權要求 發卡公司從持卡人/會員的信用卡賬戶中扣款,而發卡公司有義務執行 此要求。

向有關機關支付。持卡人/會員會在合理可行範圍內盡早獲通知任何已 收取款項。持卡人/會員確認發卡公司將無須向持卡人/會員償付被付款 設施供應商預扣或扣減的任何款項。此外,以發卡公司或任何其集團公 司或其第三方服務供應商現時或已經以其資金支付或現時或將會被要求 向機關支付應屬於但當時並非已收取款項的金額為限,持卡人/會員須 向發卡公司彌償有關款項,連同與其相關的任何利息及罰款。持卡人/ 會員明白發卡公司無須就機關所提出的任何付款要求提出反對。

- 8. 個人資料 8.1 持卡人/會員同意發卡公司不時收取有關持卡人/會員之個人資料,可根 據發卡公司不時備有供客戶索取之不時生效的有關個人資料(私隱)條例 的政策聲明,為其所述的目的,供任何集團公司或第三方服務供應商及 有關個人資料(私隱)條例的政策聲明中所述人士(不論在香港境內或境 外),及為遵從任何法律或規章或應任何法院、法律程序、審計或任何 機關的調查所規定而供有關機關使用、保存、向其披露及/或轉移。即 使有任何適用的不披露協議存在,前述內容亦應適用。持卡人/會員確 認有關個人資料及戶口資料或記錄可以轉移至沒有嚴格資料保障或資料 私隱法律的司法管轄區。
- 8.2 持卡人/會員同意發卡公司不時生效的有關個人資料(私隱)條例的政策 聲明將全面適用於此卡及賬戶及隨之而生或與之有關之所有事項。
- 8.3 持卡人/會員明白及同意其必須不時應發卡公司要求向發卡公司提供令 發卡公司或任何其集團公司可遵從任何法律或規章的資料。
- 9. 電子月結單/電子通知書服務 9.1 通過登記和使用發卡銀行以電子方式提供電子賬戶月結單及/或指定通 知書(分別簡稱「電子月結單服務」及「電子通知書服務」),持卡人/ 會員接受及同意受本合約第9條款約束。在登記電子月結單服務及/或電 子通知書服務後,持卡人/會員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於網頁www.citibank.com.hk/e-advice 不時列出種類的通知書)。持卡人/會員同意遵從任何及所有現時或此後 制定、頒佈或執行並適用於電子月結單服務及/或電子通知書服務的法 律、法規、規定及官方指引,以及發卡公司不時向持卡人/會員提供 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。 9.2 持卡人/會員同意,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)送遞往持卡人/會員指定的電郵地址,應視 為將每月結單及/或指定通知書送交持卡人/會員。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遞往持卡人/會員指定 的電郵地址,或基於任何理由,儘管持卡人/會員登記電子月結單服務 及/或電子通知書服務,發卡公司可全權酌情決定將任何帳戶月結單及/ 或通知書郵寄往持卡人/會員最新登記的郵遞地址。
- 9.3 發卡公司可不時酌情決定修改、限制、撤銷、取消、暫停或中止電子月 結單服務及/或電子通知書服務,而毋須給予任何理由或事前通知。發 卡公司保留權利,可透過事先向持卡人/會員發出通知隨時全權酌情決 定不時就電子月結單服務及/或電子通知書服務徵收費用
- 9.4 持卡人/會員明白到,電子月結單服務及/或電子通知書服務須要求持卡 人/會員擁有適當的互聯網及電訊服務及具有適當的設備,持卡人/會員 應保持使用電子月結單服務及/或電子通知書服務的設備穩妥可靠。
- 9.5 基於使用電子月結單服務及/或電子通知書服務,持卡人/會員承諾向發
- 16.4. 因應以下條款內第16條項下之第16.6條,當信用卡取消或替換後,持卡 人/會員有責任重啟所有相關自動更新替換卡資料指示。
- 16.5. 請保留與商戶更改或取消任何自動更新替換卡資料指示的副本。如果商 戶未有按照持卡人/會員的指示採取行動,則可以對請求提出異議。
- 16.6. 如果持卡人/會員的卡號及/或卡到期日期有改變,例如由於先前的卡遺 失、被盜、被取消或持卡人/會員的賬戶被關閉,持卡人/會員需要聯絡 商戶以取消或更改持卡人/會員的自動更新替換卡資料指示。在不排除 持卡人/會員的前述責任的情況下,如相關信用卡協會能向特定商戶提 供有關信用卡取消或更改資料的更新服務,而持卡人/會員並沒有拒絕 該服務,持卡人/會員將會被視為授權發卡公司執行以下行動(如發卡公
- (a) 向信用卡協會提供持卡人/會員的替換卡詳細資料,以更新自動更 新替換卡資料指示或告知信用卡協會持卡人/會員的舊卡已被取消 或賬戶已被關閉;及/或
- (b) 如果已替換了卡,則自動更新替換卡資料指示會適用於替換卡和/ 或新的到期日(視情況而定)。除了將使用持卡人/會員的替換卡卡號 和新到期日資料外,否則將繼續按照該指示從持卡人/會員的卡賬 戶中扣款。此外,除了將使用持卡人/會員的替換卡資料外,持卡 人/會員的賬戶將繼續按照自動更新替換卡資料指示進行扣賬而不 是舊卡資料
- 16.7. 在執行每張自動更新卡資料指示之前,持卡人/會員必須確保在持卡人/ 會員的賬戶有可用的扣賬額,以使該筆款項能夠在持卡人/會員的扣賬 額度之內扣除
- 16.8. 如果持卡人/會員的卡賬戶沒有足夠的信用額度來支付自動更新替換卡 資料指示的付款金額,發卡公司仍然可以根據發卡公司遵守本合同條款 的前提下酌情決定履行該項交易。通過兌現該項交易,這可能會導致超 出持卡人/會員的信用額,但並不會因此而改變了持卡人/會員的信用 額,請參考發卡公司資料概要及服務收費表以了解可能適用的任何收 費。

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