

## 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 June 30, 2021)

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 Supplementary Cardholder / Cardmember shall not be liable for the debts of the Principal Cardholder / Cardmember or other Supplementary Cardholders / Cardmembers, be liable for any payment to the Company in connection with the following terms:

### 1. CARDHOLDERS' / CARDMEMBER'S INFORMATION

11 The Cardholder / Cardmember understands that the Company issues the Card on the basis that information provided by the Cardholder / Cardmember is true and will remain true and correct. The Cardholder / Cardmember will inform the Company immediately in writing upon any change of such information including that an employment, business or residential address, permanent residence or telephone number.

12 The Cardholder / Cardmember agrees to the Company recording the telephone conversations between the Cardholder / Cardmember and the Company.

### 2. USE OF CARD

21 The Cardholder / Cardmember will (a) sign the Card upon receipt (adopting the same signature in the application form or such other documents as may be prescribed by the Company); (b) keep the Card under his personal control at all times; and should not authorize any third party to use the Card in any manner; (c) not exceed the credit limit assigned by the Company from time to time at its discretion ("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limit assigned by the Company from time to time at its discretion ("Loan Limit"); and (f) not use the Card after it is withdrawn or cancelled.

22 The Cardholder / Cardmember will keep any personal identification number ("PIN") in connection with the use of the Card strictly confidential and immediately inform the Company if the PIN is known to any other person. The Cardholder / Cardmember will accept full and sole responsibility for and fully indemnify the Company against all consequences, losses and/or other liabilities incurred as a result of the PIN being known to another person for whatsoever reason.

23 When using the Card, the Cardholder / Cardmember should ensure that the signature in the sales draft is the same as the signature appearing on the application form (or such other documents as may be prescribed by the Company) and the Card for the Company's verification purpose. For the avoidance of doubt, failure to do so will not relieve the Cardholder / Cardmember from liability for the use of the Card. The Cardholder / Cardmember should submit prior written application to the Company if he wants to add a new signature for the use of his Card.

### 3. TRANSACTIONS EFFECTED THROUGH CARD

31 The Card may be used by any branch of the Company and other financial institutions and merchants, which accept the Card for effecting purchases of goods and services, drawing of cash advance, payment of the Cardholder's / Cardmember's outstanding accounts and such other credit card facilities or services as the Company may from time to time provide or arrange. The Card may also be used by the Cardholder / Cardmember by applying for a loan under any of the credit card loan programs run by the Company from time to time (including, without limitation, "Quick Cash" Installment Program, "FlexiBill" Installment Program, "PayLite" Installment Program, Cash Conversion Program, Balance Transfer Program, Merchant Installment Plan).

32 The Cardholder / Cardmember will be liable for all transactions ("Transactions") effected through the use of the Card even if no sales draft is signed by him and/or the Customer Credit Limit or Loan Limit is exceeded and/or without Card activation. Types of Transactions effected without the Cardholder's / Cardmember signature may include, without limitation, orders placed by telephone, fax, mail or electronic means, direct debit authorization, or use of the Card in an automated teller machine (whether or not such a device is that of the Company), at merchant's point of sale terminal, in a credit card payphone or any other device approved by the Company from time to time.

33 The Cardholder / Cardmember is not authorized to use the Card to take part in any illegal act (including, without limitation, money laundering). The Company reserves the right to decline processing or paying any Transaction which the Company suspects to be involved in illegal gambling or which may be illegal under any applicable laws.

The Company further reserves the right to refuse to process or pay any Transaction if the Company reasonably believes that by processing or paying the Transaction, (a) the Company, (b) Citigroup Inc. and its group of companies, including the Company (the "Group Companies"), and/or (c) any third party selected by the Company or any of its Group Companies to provide services to it and who is not a payment infrastructure provider (meaning a third party that forms part of the payment 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, law 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.

34 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 payment of the disputed amount. While investigation is on-going, the Company will not impose any Finance Charge or interest on the disputed amount or make an adverse credit report against Cardholder/Cardmember. After investigation is completed in good faith and if the investigation result 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/Cardmember.

35 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/ Cardmember remains liable to pay the full amount of the Transaction, subject to the relevant Card association rules.

36 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 dispute involves limitation on receipt of goods and/or non-performance of services) can be resolved, Cardholder/Cardmember remains liable to repay the entire amount of the Transaction in the manner stipulated by this Agreement, subject to the relevant Card association rules.

37 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.

### 4. CHARGES

41 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.

42 The Company will issue to the Cardholder / Cardmember a monthly statement ("Statement") of the Account setting out details of all Transactions and Charges ("Statement Balance") and the date by which payment must be made ("Payment Due Date"). However, the Company may not issue a Statement to Cardholder / Cardmember if there has been no Transaction since the last Statement, and the credit or debit balance is less than such amount as may be determined by the Company from time to time (currently HKD20.00).

43 Subject to the Company's right to require the Cardholder / Cardmember to pay the full amount of the Statement Balance on or before the Payment Due Date, the Cardholder / Cardmember will pay to the Company the following sums at such rates as shown in the Citi Credit Card Fees Schedule ("Fees Schedule") or as may be determined by the Company from time to time:-

- (a) Minimum Payment Due
  - The "Minimum Payment Due" as shown on the Statement ("Minimum Payment Due") although the Cardholder / Cardmember may pay any larger sum he wishes.
- (b) Credit Excess
  - In addition to the Minimum Payment Due, the Company may, notwithstanding any imposition of over limit charge or instant temporary Card Credit Limit Upgrade Fee, require payment of any or all of the excess beyond his Customer Credit Limit, if for whatsoever reason the Cardholder / Cardmember has been allowed to incur such excess.
- (c) Cash Advance Fee and Charge
  - A cash advance fee as shown in the Fees Schedule will be charged on each cash advance drawn by the Cardholder / Cardmember and the aggregate amount of the cash advance (including the cash advance fee) will be subject to the applicable finance charge from the date when the cash advance is drawn until the entire amount of the outstanding cash advance balance is credited to the Account. All finance charges will be calculated and accrued on a daily basis. The total of cash advance fee and finance charge will be shown as a cash advance charge on the Statement in an Annualized Percentage Rate which is calculated according to the Net Present Value method as specified in the Code of Banking Practice.
- (d) Finance Charge
  - The Company will review the Account monthly, if the Account reveals that the entire amount of the Statement Balance stated in the previous Statement ("Previous Statement") is not so received on or before the Payment Due Date of the Previous Statement, a finance charge (as stipulated in the Statement or Fees Schedule or notified by the Company to the Cardholder / Cardmember from time to time at its discretion subject to a minimum amount as shown in the Fees Schedule) will be charged on the unpaid balance of the Previous Statement from the Previous Statement date until full payment is credited to the Account. All new Transactions incurred since the Previous Statement date (except for Transactions relating to the subscription or purchase of any investment product with the Company) will be added to the unpaid balance for the purpose of assessing finance charge as from the respective dates of such Transactions notwithstanding that such Transactions will not be payable until the Payment Due Date stated in the current Statement. All finance charges will be calculated and accrued on a daily basis.
- (e) Late Charge
  - A late charge as specified in the Fees Schedule is charged if the full amount of Minimum Payment Due is not received by the Company on or before the Payment Due Date.
- (f) Service Fee
  - A non-refundable annual fee as specified in the Fees Schedule will be charged to the Account on a date stipulated by the Company. A service fee as specified in the Fees Schedule will be charged to the Account for any payment through cash deposit or for retrieval of any records in connection with the Card.
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- (g) Return Check / Reject Autopay Fee
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### 11. CANCELLATION

111 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, including without limitation, the Card, the Account, 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 insolvency, execution or similar action or proceedings against himself or for the purpose of complying with the Law or Regulation.

112 The Cardholder / Cardmember may terminate this Agreement at any time by written notice to the Company.

113 The Company may (with or without having suspended or reduced the credits extended, withdrawn any Card or terminated this Agreement) require the Cardholder / Cardmember to immediately pay the entire outstanding balance under the Account. All obligations of the Cardholder / Cardmember incurred or existing under this Agreement as of the date of termination will survive such termination.

114 If the Company for whatever reason terminates this Agreement, the Company may at any time within six (6) months after the termination of this Agreement issue any card to the Cardholder / Cardmember in substitution for the Card.

115 Termination of the Card issued to the Principal Cardholder / Cardmember ("Principal Card") for whatever reasons will terminate all Supplementary Cards issued under it.

116 Either the Principal Cardholder / Cardmember or a Supplementary Cardholder / Cardmember may terminate a Supplementary Card (without terminating the Principal Card) by (i) giving notice to the Company and (ii) cutting the Supplementary Card or returning the Supplementary Card. If the Supplementary Card is not cut or returned as aforesaid, the Company may upon receipt notice of termination take action in accordance with its procedures applicable to terminated credit cards to prevent further use of the Supplementary Card. The Principal Cardholder / Cardmember will be liable for any transactions made using the Supplementary Card until it has been cut or returned or until the Company is able to implement the procedures applicable to terminated credit cards, whichever is later.

### 12. AMENDMENTS

121 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.

122 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 become effective.

123 Any Transaction using the Card after the effective date of the amendments will be deemed to be conclusive evidence that the Cardholder / Cardmember has accepted and agreed to such amendments without reservation.

124 The Cardholder / Cardmember understands the third party supporting the Citi Alerts Services (including the telecommunications company designated by the Company) is neither agent of the Company nor representing the Company, and there is no co-operation, partnership, joint venture or other relationship

125 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 error 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 telecommunications 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 equipment or installation, act of God, government act, civil commotion, strike, war, fire, flood or explosion.

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130 The Cardholder / Cardmember understands the third party supporting the Citi Alerts Services (including the telecommunications company designated by the Company) is neither agent of the Company nor representing the Company, and there is no co-operation, partnership, joint venture or other relationship

any check issued in settlement of account which is dishonoured by the bank on which it is drawn or in relation to any autopay authorization which is either dishonoured or revoked.

(h) Lost Card Replacement Fee

- A handling fee as specified in the Fees Schedule will be charged for the issuance of any replacement Card.

(i) Collection Fee

- If payment is made by the Cardholder / Cardmember in a currency other than Hong Kong dollars, the Account will only be credited with such payment after its receipt and deduction of all collection costs.

(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 as specified in the Fees Schedule will be imposed for any dispute proved to be invalid after investigation.

46 Where Supplementary Cards is/are issued, the Company may:

- (a) set-off the credit balance in any other account(s) of the Principal Cardholder / Cardmember with the Company against the outstanding balance of each Supplementary Card due from each Supplementary Cardholder / Cardmember to the Company; and
- (b) only set-off the credit balance in any other account(s) of a Supplementary Cardholder / Cardmember with the Company against the outstanding balance of the Supplementary Card due from such Supplementary Cardholder / Cardmember to the Company.

47 All notices, Statements or correspondence given by the Company to the Principal Cardholder / Cardmember is deemed to be given to the Principal Cardholder / Cardmember and each Supplementary Cardholder / Cardmember. Any instructions given by the Principal Cardholder / Cardmember to the Company will bind the Principal Cardholder / Cardmember and each Supplementary Cardholder / Cardmember. Any dispute or claim between Principal Cardholder / Cardmember and any Supplementary Cardholder / Cardmember will not affect their respective obligations and liabilities under this Agreement.

48 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.

(m) 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.

(n) Statement Retrieval Fee

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

(o) Sales Draft Retrieval Fee

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

(p) Personal Data Access Request

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

(q) Instant Temporary Customer Credit Limit Upgrade Fee

- A handling fee as specified in the Fees Schedule will be charged on the full amount of the instant temporary upgraded credit limit granted to the Cardholder / Cardmember.

(r) Dynamic Currency Conversion Fee

- A dynamic currency conversion fee as specified in the Fees Schedule will be charged with respect to any dynamic currency conversion transaction effected in places outside Hong Kong for which the value of the Transaction is debited to the Account in Hong Kong dollars.

(s) Merchant Instalment Plan Cancellation Handling Fee

- A handling fee as specified in the Fees Schedule will be charged in the event of cancellation of Merchant Instalment Plan.

(t) Paper Statement Fee

- A handling fee as specified in the Fees Schedule will be charged for receiving paper statement.

49 Transactions which are effected in currencies other than Hong Kong dollars are converted from the transaction currency into Hong Kong dollars at a

right to that Group Company; and (b) the parties to this Agreement do not require the consent of any Third Party to rescind or vary this Agreement at any time.

14.8 Disclosure regarding BDAI

"BDAI" refers to big data analytics and artificial intelligence applications, and generally involves computers to mimic human intelligence so that they can learn, sense, think and act in order to achieve automation and gain analytical insights of large volumes of structured and unstructured data created by the preservation and logging of activity from people, tools and machines. Machine learning, decision tree, natural language processing, biometric authentication technology, internet cookies, web logs are examples of BDAI. BDAI may be used by the Bank in relation to personal data and non-personal data. Use of BDAI by the Bank in relation to personal data is governed by the Bank's privacy Statement relating to Personal Data (Privacy Ordinance "Policy Statement"). In addition, the Bank may be via, or its service providers, use BDAI for:

- (a) performing statistical, trend, market, behaviour, usage pattern, customer segment and pricing analysis;
- (b) performing credit, anti-money laundering, fraud prevention and other risk assessments;
- (c) planning, research and developments, designing services or products, improving customer experience;
- (d) predictive modeling; and
- (e) any other purposes relating thereto.

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

Disclosure regarding Citi Derived Data

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

15. MERCHANT INSTALLMENT PLAN

151 The following terms and conditions shall govern Merchant Instalment 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 requires otherwise.

152 The Merchant Instalment Plan (the "Plan") is a loan (the "Loan") provided by the Company at its absolute discretion and is only applicable to the Cardholder / Cardmember at such merchants as may be designated and communicated by the Company from time to time (each a "Merchant"). In respect of each Transaction using the Plan (each, a "Plan Transaction"):

- (a) Cardholder/Cardmember 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 instalments through the Card (each an "Instalment") with the first Instalment being charged on the Plan Transaction date, and each subsequent Instalment 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 an Instalment is charged to the Card is referred to as an "Instalment 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 of cancellation of the Plan by Cardholder/Cardmember, a Merchant Instalment Plan Cancellation Handling Fee (i.e. HK\$300) as specified in the Fees Schedule may be charged and the outstanding Loan Amount will be billed in full.

153 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.

154 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, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person would not have but for the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong). ("CRT0") 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 CRT0, enforce any term or provision of this Agreement which grants or purports to grant any

## Citi信用卡合約條款及規則

(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通卡/Citi金卡)

(由2021年6月30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發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：

- 持卡人/會員資料
  - 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/會員將立即书面通知發卡公司。
  - 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。
- 此卡的使用
  - 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訂定的信貸限額(稱「客戶信貸限額」)；(d)不能使用超過發卡公司不時訂定的現金透支取額(簡稱「現金透支取額」)；現金透支取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訂期決定的信貸限額(簡稱「信貸限額」)；及(f)不可在此卡被收回或取消繼續使用。
  - 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。
- 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證。為免生疑，持卡人/會員若能實行此要求，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。

### 經此卡實行的交易

- 此卡可在發卡公司的任何分行和其他接受此卡的機構及商店使用。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」情況決定任何帳戶月結單及/或通知書寄往持卡人/會員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。
- 持卡人/會員明白到，電子月結單服務及/或電子通知書服務要求持卡人/會員具備有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定可靠。
- 基於使用電子月結單服務及/或電子通知書服務，持卡人/會員承諾向發卡公司提供其最新及正確的郵遞地址。
- 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/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/或通知書。
- 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個工作天最少透過Citibank網上理財、/或於下一個結單/一張通知書日期前不少於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用户使用)/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。

- 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疏忽所致，則作別論。
- 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、聯繫或其他關係。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。
- 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/會員提供使用該軟件的非專用特許。此特許僅容許持卡人/會員使用該軟件作規定之用途。持卡人/會員同意不會進行任何有關該軟件的分析、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。
- 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/會員提供使用該軟件的非專用特許。此特許僅容許持卡人/會員使用該軟件的作規定之用途。持卡人/會員同意不會進行任何有關該軟件的分析、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。

套現分期計劃或賬單「分期更好使」計劃或簽發「分期更好使」計劃或折現計劃或結轉戶分期或帳戶分期計劃)。

- 即使持卡人/會員沒有簽署任何申請單和/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(稱「交易」)。未有持卡人/會員簽署使用此卡而實行的交易(稱「交易」)或時時訂定的收費率(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信用卡電話服務或任何其他發卡公司不時認可的發設備出的指示。
- 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非法的交易。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)發卡公司或其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(iii)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。
- 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/會員有權扣留有關爭議的金額。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/會員作出不良信譽調查。調查如完成後，如調查結果表明該賬項並無根據，發卡公司有權就該段期間(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。
- 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。
- 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。無論任何糾紛(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。
- 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擔。

### 費用及收費

- 發卡公司將為持卡人/會員使用此卡而設一賬戶(簡稱「賬戶」)，發卡公司有權從該賬戶支取所有交易之款項和所有費用、收費、利息、欠款和其他據本合約應付的款項(統稱為「費用」)。
- 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」)及到期應付日(簡稱

### Citi Alerts即時短訊服務

- 持卡人/會員同意，通過登記及使用本公司透過電訊設備傳導提示的服務(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約第10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/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。
- 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。
- 持卡人/會員同意發卡公司應以合理努力，確保Citi Alerts即時短訊服務的保安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/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即時短訊服務在未獲持卡人/會員授權的情況下被截斷、監察、修改、竊取或被送或披露予其他方。
- 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，不應將之作為具有關事宜之不可推卸的證據。
- 發卡公司及發卡公司為提供Citi Alerts即時短訊服務而指定的任何電訊公司，均不會為任何或延遲向持卡人/會員發送資料或資料中的任何錯誤或偏失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事所致或、持卡人/會員明白原因，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、停電、受到干擾或有所失、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/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、聯繫或其他關係。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。
- 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/會員提供使用該軟件的非專用特許。此特許僅容許持卡人/會員使用該軟件作規定之用途。持卡人/會員同意不會進行任何有關該軟件的分析、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。

### 取消

- 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取額、收回任何或所有此卡、結束賬戶或終止本合約。在不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
- 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取額、收回任何或所有此卡、結束賬戶或終止本合約。在不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

「付款限期」)。若自上一期月結單後沒有任何交易而賬戶的負方或付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，發卡公司可以不用向持卡人/會員發出月結單。

- 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」)或時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。
  - 借貸及透支取額

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/會員於須償還最低付款額外，還需繳付發卡公司不時或全部的超額客戶信貸限額的款項。
  - 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支付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)由現金透支支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利率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。
  - 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)。所有，所有由上期月結單日起計的所有新透支取額將計入未付之結欠之中，所有由各項由相關交易才起計的財務費用(即包括該項新交易是在本月月結單的付款限期日之前，但有關該項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。
  - 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。
  - 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手費。發卡公司亦將就現金付款或收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。
  - 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。
  - 補發手續費

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。
  - 外幣匯票託收費用

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、償價或類似行為或訴訟或為了令任何法律或規章可獲遵從。

- 持卡人/會員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/會員立刻償還賬戶內全部欠款。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。
- 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/會員發出任何款項以取替此卡。
- 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」)一旦終被止，將終止根據該基本卡所發出的所有附屬卡。
- 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)對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，發卡公司可以收到終止通知後，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/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。

### 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 and 付款方式作出的任何修訂。該新修訂條款將根據適用的管則對發卡公司指定之日期生效。
- 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。
- 持卡人/會員在發卡公司發出有關新修訂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。
- 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
  - 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。
  - 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)應視為之全旨引用於本合約，如花旗銀行戶口及服務之條款與本合約之條款不一致，則以本合約之條款為準，惟當本合約除外，就有關押記、結合及合供戶口保障之權利而言，則應以花旗銀行戶口及服務之條款內之押記(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通用條文」)為準，而花旗銀行戶口及服務之條款的通用條文內之指稱為：
    - 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
    - 「Citigroup Organisation」應附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。

### 其他

- 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，將其在合約內之任何或所有權利或業務轉移、轉讓、轉授或分包予任何人士。在無損於前文所述的情況下，如發卡公司合理認為發

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費費用後，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的月結單未繳付之結欠及該月結單之隔一期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可付款。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，此項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。
- 支票提取賬戶盈餘手續費

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收費表上的手續費用。
- 補發月結單手續費

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表上的手續費。
- 申請補發盜賬存根手續費

若持卡人/會員申請補發盜賬存根，發卡公司將收取列載於服務收費表上的手續費。
- 查閱個人資料手續費

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。
- 即時增加臨時信用手續費

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。
- 動態貨幣兌換費

在香港以外地區進行的任何動態貨幣兌換交易，而交易的金額以港元從賬戶中扣除的話，該交易將會被徵收服務收費表所訂明的動態貨幣兌換費。
- 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。
- 郵寄月結單費用

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表上的手續費。
- 非港幣之貨幣建成的交易付款，發卡公司將會按由 Visa/MasterCard/American Express 在折日從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的手續費。

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利和義務及賬戶中的任何款項轉移給任何集團公司。

- 所有發卡公司發出之通知、月結單或傳信可以書面通知、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他形式。所有此等發卡公司發出之通知，月結單或傳信在向持卡人/會員最後在發卡公司登記的地址發送後即為有效發出，並在该等通訊方式之通常遞送時間內視為已由持卡人/會員收取。
- 發卡公司特此被授權(但並非必須)按下列方式發出的指示：
  - 據稱由持卡人/會員發出的電話、傳電傳真、郵寄、傳真傳輸或書面指示；或
  - 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缺誤釋讀，不須發卡公司查詢有關人士作出或據稱給予等指示的限制或身份，或查詢它們是否真實。如發卡公司合理相信執行有關指示，(a)持卡人/會員或其集團公司、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/會員因在本條文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。

- 本合約條款之中文翻譯本僅作引參考用。如中、英文本有任何差異，將以英文本為準。
- 除發卡公司另有解釋，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及/或中性。
- 本合約之標題僅作參考用途，並不影響本合約之詮釋。
- 本合約受香港法律管轄並應根據香港法律詮釋。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。

- 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，既非在亦不會賦予任何人任何非因香港法例第623章《合約(第三者權利條例)》的條文而不遵守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提出或旨在提出任何權利之任何條款或規定；及(b)毋須向任何第三方同意，本合約之各方可隨時撤銷或更改本合約。
- 有關「BDAI」的披露

“BDAI”是指大數據分析及人工智能應用，一般涉及電腦模擬人類智慧，令它們能夠學習、感受、思考及行動以達到自動化及取得大量由保存及記錄人類、工具或機器活動而創造的結構性資料及非結構性資料的分析應用、機器學習、決策樹、自然語言處理、生物特徵認證技術、互聯網曲奇檔案、網絡記錄檔皆為BDAI的處理。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»)約束。此外，銀行可自行或透過其他服務供應商，使用BDAI(

- 進行統計、走勢、市場、行為、使用模式、顧客分析及定價分析；
  - 進行信貸、反洗錢、預防欺詐及其他風險評估；
  - 計劃、研究及發展、服務或產品設計、改善顧客體驗；
  - 預測模型；及
  - 任何與上述有關的其他用途。
- 銀行已設立有效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。
- 有關花旗衍生數據的披露
- “花旗衍生數據”是指銀行透過BDAI或其他方法收集、產生或衍生的已總合及匿名化的有關客戶的資料，但不包括任何個人資料或能夠直接或間接確定個人身分的數據。銀行不可受用個人自由使用花旗衍生數據。在不限制於上述的權利下，不論是任何或無關，若該轉移是在適用法律及規例下允許的，花旗衍生數據可以研究、走勢或市场分析或報告形式轉移至其集團公司，及由其或其集團公司至其他第三方。

- 持卡人/會員同意，持卡人/會員須負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取更改該月結單。持卡人/會員並承諾核實每份月結單是否正確。如有任何差異、錯誤、錯誤或不正確的記項或詳情，持卡人/會員應於月結單日期後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，以及發卡公司行有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記錄及詳情屬屬正確。

### 如發行附屬卡，發卡公司可以：

- 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任何欠；及
- 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書將對基本卡持卡人/會員及每位附屬卡持卡人/會員均約束。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。

### 費用支付

- 發卡公司將不時規定支付款項方式。如持卡人/會員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的條款約束，包括當時適用的交易記錄和存款信託上之有關條款。若使用發卡公司之自動櫃員機以現金存款，發卡公司可能委派收賬員或其代理人核覆後，才存入賬戶。
- 若持卡人/會員未能按合約支付到期票項或應付的款項，發卡公司可受委託收賬公司負責有關款項。若發卡公司向因持卡人/會員違約、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/會員將需償發發卡公司法庭按訟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)，雙方亦須使用協議除外。與此有關的其他他地招致的費用及開支(包括收賬公司的費用)將由持卡人/會員承擔，但最高補償金額為原欠付款項金額的百分之三十(30%)。
- 持卡人/會員與商戶對物及服務的糾紛，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，或在任何商戶拒絕接受此卡，發卡公司將與商戶分開此負責。商戶的退款於發卡公司收到其正確無誤的退款單據後，才轉還到賬戶中。
- 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，並在不在任何催討、追討、附帶條件、限制、扣除或罰扣下，才被視為收到持卡人/會員的付款及已將付款存入賬戶中。
- 賬戶所收到的款項或其他進賬，可按照下列次序支付：(1)法律及收賬費用；(2)財務費用；(3)現金透支利息；(4)所有適用的收費及費用，包括但不限於現金透支費用、逾期手續費、超額費用、服務費用、退票/自動轉賬退回費用、補發卡費及賬目調查手續費；(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結餘；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先通知持卡人/會員之下但認為適當的次序支付款項。
- 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，以退還該戶口內部或全部之結餘，而毋須事先通知。
- 在不影響本合約的其他條款下，若持卡人/會員離開開香港一段時間，持卡人/會員須在離開香港前安排繳付費用給發卡公司。

### 此卡遺失及被竊

- 持卡人/會員應根據發卡公司不時提供的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號碼，持卡人/會員應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™ AP 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。
- 在持卡人/會員通知發卡公司其遺失或被盜取/他人密碼或其他人知悉其個人密碼前，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，損失並不是因持卡人/會員的欺詐行為、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承擔的責任則以港幣五百元為限。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(不論是是否發卡公司之自動櫃員機)的交易。
- 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。

### 發卡公司的權利

- 持卡人/會員同意發卡公司可以隨時毋須事先通知，從持卡人/會員於發卡公司及花旗銀行開設之任何形式任何貨幣的賬戶，無論該些賬戶是持卡人/會員獨自與其他人士共同擁有，抵銷或贖動所有之任何款項，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。
- 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/會員要求此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(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蒙受之所有虧損或負擔。
- 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/會員必須儘快交還此卡。
- 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、增值稅、任何物業出售或處置稅、徵稅或其他合法收取款項(統稱「已

- 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)。任以上述事件發生後，或如持卡人/會員取消計劃、持卡人/會員立即向發卡公司清還該賬戶下所有未償還之債務，包括但不限於本貸款計劃的任何未償金額。
- 已記錄的**分期付款**的15%將包括在最低付款額中。
- 持卡人/會員唯有在付款限期前全數支付(或已經支付)月結單結欠，直至全數清還**貸款金額**，**計劃交易**將不會衍生額外收費及費用。然而，
  - 如持卡人/會員支付(或已經支付)的款項等於或多於最低付款額，但少於當期(及上一張月結單)中的月結單總結欠，然後：

- 當前月結單中已記錄的**分期付款**將從當前月結單的**分期付款日期**起停止生效，直至持卡人/會員全數清還當前的未償還結欠為止，及
- 如持卡人/會員支付等於或多於最低付款額，但少於當前月結單的月結單總結欠(及已經於逾期到期日或之前支付上一張賬單的最低應付款額)，當前月結單中已記錄的**分期付款**將從當前月結單日之翌日起停止財務費用，直至持卡人/會員全數清還當前的未償還結欠為止。
- 當前月結單之前月**分期付款**的任何未償還部分，將從當前月結單日之翌日起停止財務費用，直至持卡人/會員全數清還當前的未償還結欠為止。
- 如持卡人/會員支付等於或多於最低付款額，但少於當前月結單的月結單總結欠(及已經於逾期到期日或之前支付上一張賬單的最低應付款額)，當前月結單中已記錄的**分期付款**將從當前月結單日之翌日起停止財務費用，而將於下一個曆日扣除，直至全數清還**貸款金額**。在本合約中，每張發卡分期付款的日期均稱為「分期付款日期」；
- 本計劃**之提供須視乎申請合資格與否及賬戶狀況的條款，發卡公司對此有絕對的酌情權。如持卡人/會員選擇**本計劃**，則可能會被收取(即HKS300)，並將被全數收取未清還的**貸款金額**。
- 當前月結單中已記錄的**分期付款**每月歸入賬戶。

### 自動更新替換卡資料指示

- 持卡人/會員可以授權另一方使用持卡人/會員的信用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，這稱為自動更新替換卡資料指示(簡稱「自動更新替換卡資料指示」)。
- 為了設立自動更新替換卡資料指示，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款日期及收取金額的詳細資料，應在有關表格中列出。
- 持卡人/會員於直接向發出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。
- 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/會員有責任重新所有有關自動更新替換卡資料指示。

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，預扣或扣減規定金額或已收取款項相等的款項。任何已收取款項須根據相關規定定向有關關聯支付。持卡人/會員會在合理可行情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實金支付或現時或將會要求向關聯支付應於當時並非已收取款項的金額為限，持卡人/會員向發卡公司彌償有關款項，並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。

### 個人資料

- 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其索取之不時生效的有關個人資料(私隱)條例的政策聲明，為其所追的目的，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、審計及/或轉帳的調查所須定而供有關機關使用、保存、向其披露及/或轉帳。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/或資料或記錄可以轉移至沒有嚴格資料保障或資料私隱保護的司法管轄區。
- 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。
- 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遵從任何法律或規章的資料。

4.8 持卡人/會員確認，在其事先向發卡公司同意的前提下，發卡公司可在持卡人/會員透過上述指定的電話服務給予指示時，使用語音確認技術來收集及分析持卡人/會員的聲紋生物辨識數據，以作核實身分之用。

### 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