



**Notice of amendments in Citi Credit Card/ Diners Club Card Key Facts Statement And Fees Schedule, Citi Credit Card Agreement TERMS AND CONDITIONS, Citi UnionPay Credit Card Agreement TERMS AND CONDITIONS, Citi HKTvmall Card Agreement TERMS AND CONDITIONS, Citi Octopus Credit Card Agreement TERMS AND CONDITIONS, Citi The Club Credit Card Agreement TERMS AND CONDITIONS, Diners Club Card Agreement TERMS AND CONDITIONS, Merchant Installment Plan Terms & Condition**

With effect from November 20, 2023, certain terms and conditions will be revised as follows. Revised contents are underlined and removed contents are marked with strikethrough lines:

**1. What are the changes to Citi Credit Card / Diners Club Key Facts Statement And Fees Schedule?**

- Existing table with regards to Fees shall be amended as follows:

Fees	
Return Check / Reject Autopay Fee	HK\$100/CNY100/US\$13 per returned / rejected payment Not applicable

- Existing table with regards to Other Fees shall be amended as follows:

Other Fees	
Lost Card Replacement Fee <sup>12,10</sup>	HK\$100/CNY100/US\$13 for each replacement Not applicable
Charge Dispute Handling Fee	HK\$50/CNY50/US\$7 per transaction or charge Not applicable
Credit Balance Withdrawal by Check Handling Fee	HK\$100/CNY100/US\$13 per transaction Not applicable
Statement Retrieval Fee	<ul style="list-style-type: none"> <li>Statement issued within the latest 2 months: HK\$30/CNY30/US\$4 per copy</li> <li>Statement issued earlier than the latest 2 months: HK\$50/CNY50/US\$7 per copy</li> </ul>
Sales Draft Retrieval Fee	HK\$50/CNY50/US\$7 per copy Not applicable
Instant Temporary Credit Limit Upgrade Fee <sup>9,10</sup>	0.5% of the Instant Temporary Credit Limit Upgrade (minimum HK\$100/CNY100) Not applicable
Merchant Installment Plan Cancellation Handling Fee	HK\$300 per each cancelled Merchant Installment Plan Not applicable

- Footnote 9 will be deleted:  
Not applicable to Citi Prestige Card and Citi ULTIMA.
- Footnote 10 will be deleted:  
Not applicable to Diners Club Card.
- Due to the deletion of footnote 9 and 10, the sequence number for existing footnote 11-18 will be amended as 9-16 accordingly.

**2. What are the changes to Citi Credit Card Agreement TERMS AND CONDITIONS?**

- Existing terms under Clause 4.3 (g) shall be amended as follows:

(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 dishonoured by the bank on which it is drawn or in relation to any autopay authorization which is either dishonoured or revoked.

- Existing terms under Clause 4.3 (h) shall be amended as follows:

(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.

- Existing terms under Clause 4.3 (k) shall be amended as follows:

(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 investigation.

- Existing terms under Clause 4.3 (m) shall be amended as follows:

(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.

- Existing terms under Clause 4.3 (o) shall be amended as follows:

(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.

- Existing terms under Clause 4.3 (q) shall be amended as follows:

(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.

- Existing terms under Clause 4.3 (s) shall be amended as follows:

(s) Merchant Installment Plan Cancellation Handling Fee

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

- Existing terms under Clause 5.5 shall be amended as follows:

5.5 Payments and credits to the Account may be applied in the following order: (1) legal and debt collection fees; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, over limit charges, service, return check / reject autopay fee (if any), and card replacement fee and charge dispute handling fees (if any); (5) outstanding installments of any Plan or other installment programs of the Company; and (6) the outstanding principal amount of other Transactions (where such Transactions are subject to different finance charge rates, in the application order from the Transactions with the highest rate to the lowest rate); or in any other order as the Company considers appropriate without prior reference to the Cardholder / Cardmember.

- Existing terms under Clause 15.2(b) shall be amended as follows:

(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 Installment Plan Cancellation Handling Fee (~~i.e. HK\$300~~) (if any) as specified in the Fees Schedule may be charged and the outstanding Loan Amount will be billed in full;

### **3. What are the changes to Citi UnionPay Credit Card Agreement TERMS AND CONDITIONS?**

- Existing terms under Clause 4.3 (g) shall be amended as follows:

(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 dishonoured by the bank on which it is drawn or in relation to any autopay authorization which is either dishonoured or revoked.

- Existing terms under Clause 4.3 (h) shall be amended as follows:

(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.

- Existing terms under Clause 4.3 (k) shall be amended as follows:

(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 investigation

- Existing terms under Clause 4.3 (m) shall be amended as follows:

(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.

- Existing terms under Clause 4.3 (o) shall be amended as follows:

(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.

- Existing terms under Clause 4.3 (q) shall be amended as follows:

(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.

- Existing terms under Clause 4.3 (s) shall be amended as follows:

(s) Merchant Installment Plan Cancellation Handling Fee

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

- Existing terms under Clause 5.8 shall be amended as follows:

5.8 Payments and credits to the Account may be applied in the following order: (1) legal and debt collection fees; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, over limit charges, service, return check / reject autopay fee (if any), and card replacement fee and charge dispute handling fees (if any); (5) outstanding installments of any Plan or other installment programs of the Company; and (6) the outstanding principal amount of other Transactions (where such Transactions are subject to different finance charge rates, in the application order from the Transactions with the highest rate to the lowest rate); or in any other order as the Company considers appropriate without prior reference to the Cardholder.

- Existing terms under Clause 15.2(b) shall be amended as follows:

(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 Installment Plan Cancellation Handling Fee (~~i.e. HK\$300~~) (if any) as specified in the Fees Schedule may be charged and the outstanding Loan Amount will be billed in full;

#### **4. What are the changes to Citi HKTVMall Card Agreement TERMS AND CONDITIONS?**

- Existing terms under Clause 5.3 (g) shall be amended as follows:

(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 dishonoured by the bank on which it is drawn or in relation to any autopay authorization which is either dishonoured or revoked.

- Existing terms under Clause 5.3 (h) shall be amended as follows:

(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.

- Existing terms under Clause 5.3 (k) shall be amended as follows:

(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 investigation

- Existing terms under Clause 5.3 (m) shall be amended as follows:

(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.

- Existing terms under Clause 5.3 (o) shall be amended as follows:

(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.

- Existing terms under Clause 5.3 (q) shall be amended as follows:

(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.

- Existing terms under Clause 5.3 (s) shall be amended as follows:

(s) Merchant Installment Plan Cancellation Handling Fee

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

- Existing terms under Clause 6.7 shall be amended as follows:

6.7 Payments and credits to the Account may be applied in the following order: (1) legal and debt collection fees; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, over limit charges, service, return check / reject autopay fee (if any), and card replacement fee and charge dispute handling fees (if any); (5) outstanding installments of any Plan or other installment programs of the Company; and (6) the outstanding principal amount of other Transactions (where such Transactions are subject to different finance charge rates, in the application order from the Transactions with the highest rate to the lowest rate); or in any other order as the Company considers appropriate without prior reference to the Cardholder.

- Existing terms under Clause 17.2(b) shall be amended as follows:

(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 Installment Plan Cancellation Handling Fee (~~i.e. HK\$300~~) (if any) as specified in the Fees Schedule may be charged and the outstanding Loan Amount will be billed in full;

#### **5. What are the changes to Citi Octopus Credit Card Agreement TERMS AND CONDITIONS?**

- Existing terms under Clause 4.3 (g) shall be amended as follows:

(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 dishonoured by the bank on which it is drawn or in relation to any autopay authorization which is either dishonoured or revoked.

- Existing terms under Clause 4.3 (h) shall be amended as follows:

(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.

- Existing terms under Clause 4.3 (k) shall be amended as follows:

(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 investigation

- Existing terms under Clause 4.3 (m) shall be amended as follows:

(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.

- Existing terms under Clause 4.3 (o) shall be amended as follows:

(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.

- Existing terms under Clause 4.3 (q) shall be amended as follows:

(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.

- Existing terms under Clause 4.3 (s) shall be amended as follows:

(s) Merchant Installment Plan Cancellation Handling Fee

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

- Existing terms under Clause 5.6 shall be amended as follows:

5.6 Payments and credits to the Account may be applied in the following order: (1) legal and debt collection fees; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, over limit charges, service, return check / reject autopay fee (if any), and card replacement fee and charge dispute handling fees (if any); (5) outstanding installments of any Plan or other installment programs of the Company; and (6) the outstanding principal amount of other Transactions (where such Transactions are subject to different finance charge rates, in the application order from the Transactions with the highest rate to the lowest rate); or in any other order as the Company considers appropriate without prior reference to the Cardholder.

- Existing terms under Clause 15.2(b) shall be amended as follows:

(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 Installment Plan Cancellation Handling Fee (i.e. ~~HK\$300~~) (if any) as specified in the Fees Schedule may be charged and the outstanding Loan Amount will be billed in full;

## **6. What are the changes to Citi The Club Credit Card Agreement TERMS AND CONDITIONS?**

- Existing terms under Clause 5.3 (g) shall be amended as follows:

(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 dishonoured by the bank on which it is drawn or in relation to any autopay authorization which is either dishonoured or revoked.

- Existing terms under Clause 5.3 (h) shall be amended as follows:

(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..

- Existing terms under Clause 5.3 (k) shall be amended as follows:

(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 investigation

- Existing terms under Clause 5.3 (m) shall be amended as follows:

(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.

- Existing terms under Clause 5.3 (o) shall be amended as follows:

(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.

- Existing terms under Clause 5.3 (q) shall be amended as follows:

(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.

- Existing terms under Clause 5.3 (s) shall be amended as follows:

(s) Merchant Installment Plan Cancellation Handling Fee

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

- Existing terms under Clause 6.6 shall be amended as follows:

6.6 Payments and credits to the Account may be applied in the following order: (1) legal and debt collection fees; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, over limit charges, service, return check / reject autopay fee (if any), and card replacement fee and charge dispute handling fees (if any); (5) outstanding installments of any Plan or other installment programs of the Company; and (6) the outstanding principal amount of other Transactions (where such Transactions are subject to different finance charge rates, in the application order from the Transactions with the highest rate to the lowest rate); or in any other order as the Company considers appropriate without prior reference to the Cardholder.

- Existing terms under Clause 18.2(b) shall be amended as follows:

(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 Installment Plan Cancellation Handling Fee (i.e. ~~HK\$300~~) (if any) as specified in the Fees Schedule may be charged and the outstanding Loan Amount will be billed in full;

#### **7. What are the changes to Diners Club Card Agreement TERMS AND CONDITIONS?**

- Existing terms under Clause 4.3 (g) shall be amended as follows:

(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 dishonoured by the bank on which it is drawn or in relation to any autopay authorization which is either dishonoured or revoked.

- Existing terms under Clause 4.3 (h) shall be amended as follows:

(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.

- Existing terms under Clause 4.3 (j) shall be amended as follows:

(j) 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 investigation

- Existing terms under Clause 4.3 (l) shall be amended as follows:

(l) 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.

- Existing terms under Clause 4.3 (m) shall be amended as follows:

(m) 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.

- Existing terms under Clause 4.3 (p) shall be amended as follows:

(p) Merchant Installment Plan Cancellation Handling Fee

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

- Existing terms under Clause 5.5 shall be amended as follows:

5.5 Payments and credits to the Account may be applied in the following order: (1) legal and debt collection fees; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, over limit charges, service, return check / reject autopay fee (if any), and card replacement fee and charge dispute handling fees (if any); (5) outstanding installments of any Plan or other installment programs of Diners; and (6) the outstanding principal amount of other Transactions (where such Transactions are subject to different finance charge rates, in the application order from the Transactions with the highest rate to the lowest rate); or in any other order as Diners considers appropriate without prior reference to the Cardmember.

#### **8. What are the changes to Merchant Installment Plan Terms & Condition?**

- Existing terms under Clause 2(b) shall be amended as follows:

(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 Installment Plan Cancellation Handling Fee (i.e. ~~HK\$300~~) (if any) as specified in the Fees Schedule may be charged and the outstanding Loan Amount will be billed in full;

## Citi Credit Card / Diners Club Card Key Facts Statement And Fees Schedule

September 15, 2023

Interest Rates and Finance Charges <sup>2,4,11</sup>	Card Type	Description	
Annualized Percentage Rate (APR) <sup>1</sup> for Retail Purchase	Citi ULTIMA	<ul style="list-style-type: none"> <li>• <b>5.01% (0.42%</b> per month) when you open your account and it will be reviewed from time to time.</li> <li>• <b>We will not charge you a finance charge if you pay your statement balance in full by the due date each month</b>, otherwise a finance charge will be charged on (i) the unpaid statement balance from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.</li> </ul>	
	Other Citi Credit Cards	<ul style="list-style-type: none"> <li>• <b>34.28% (2.58%</b> per month) when you open your account and it will be reviewed from time to time.</li> <li>• <b>We will not charge you a finance charge if you pay your statement balance in full by the due date each month</b>, otherwise a finance charge will be charged on (i) the unpaid statement balance from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.</li> </ul>	
APR <sup>1</sup> for Cash Advance	Citi ULTIMA	<ul style="list-style-type: none"> <li>• <b>5.12% (0.42%</b> per month) when you open your account and it will be reviewed from time to time.</li> <li>• A finance charge will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full.</li> </ul>	
	Other Citi Credit Cards	<ul style="list-style-type: none"> <li>• <b>35.81% (2.58%</b> per month) when you open your account and it will be reviewed from time to time.</li> <li>• A finance charge will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full.</li> </ul>	
Default Finance Charge APR <sup>1</sup>	Citi ULTIMA	Not Applicable	
	Other Citi Credit Cards	Not Applicable	
Interest Free Period	Up to 58 days		
Minimum Payment Due <sup>3</sup>	a. The total of all the current month's interest, annual fee, late charge, past due amount <sup>19</sup> , other fees and charges if any; and b. 1.5% of the statement balance (excluding item a, where applicable); and c. 1.5% of the unbilled principal of the Loan (as defined in Terms and Conditions for Citi Credit Card "Quick Cash" Installment Program and Terms and Conditions for Citi Credit Card "Flexi-Installment" Program) (where applicable)		
<b>Fees<sup>4</sup></b>			
Annual Membership Fee	Card type	Principal card	Supplementary card
	Citi Classic Card/Citi Clear Card	<b>HK\$300</b>	<b>HK\$150</b>
	Citi Gold Card/Citi Octopus Gold Card <sup>5</sup>	<b>HK\$600</b>	<b>HK\$300</b>
	Citi ULTIMA	<b>HK\$23,800</b>	N/A
	Citi Prestige Card	<b>HK\$3,800</b>	N/A
	Citi Plus Credit Card/Citi The Club Credit Card	N/A	N/A
	Citi PremierMiles Card/Citi Cash Back Card/ Citi Cash Back American Express <sup>8</sup> Card/ Citi Rewards Card/Citi Octopus Platinum Card <sup>5</sup> / Citi HKTVmall Card	<b>HK\$1,800</b>	<b>HK\$900</b>
	Diners Club Personal Card	<b>HK\$650/US\$80</b>	<b>HK\$425/US\$40</b>
	Diners Club Corporate Card	<b>HK\$650/US\$80</b>	N/A
Non Refundable Subscription Fee	Citi ULTIMA Gold <sup>18</sup>	<b>HK\$120,000</b> for each subscription	
Cash Advance Fee <sup>6</sup>	<b>HK\$100/CNY100/US\$13</b> per transaction		
Fees relating to Foreign Currency Transaction <sup>7</sup>	Citi Cash Back American Express <sup>8</sup> Card	For foreign charges converted by American Express, a conversion factor of <b>2.454%</b> will be added to the converted amount, <b>1.5%</b> of which will be retained by American Express.  A charge that is made in a foreign currency other than US Dollars will, when the conversion is done by American Express, be converted into US Dollars before being converted into Hong Kong dollars.	
	All other Citi credit cards and Diners Club cards <sup>8</sup>	<b>1.95%</b> of every transaction effected in a currency other than Hong Kong dollars	
Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars	Note: Customers may sometimes be offered the option of settling foreign currency transactions in Hong Kong dollars outside of Hong Kong or with online merchants located overseas. Such an option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, customers are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee.		
Fee relating to Settling non-US Dollars Foreign Currency Transaction in US Dollars (Only applicable to Diners Club Card denominated in US dollars)	Note: Customers may sometimes be offered the option of settling non-US dollar foreign currency transactions in US dollars outside of US dollar issuing countries or with online merchants located outside of US dollar issuing countries. Such an option is a direct arrangement offered by merchants located outside of US dollar issuing countries and not the card issuer. In such cases, customers are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling non-US dollar foreign currency transactions in US dollars may involve a cost higher than the foreign currency transaction handling fee.		

Late Charge <sup>9</sup>	HK\$300/CNY300/US\$40 or the amount of minimum payment due under the last monthly statement, whichever is lower
Over Limit Charge <sup>9,10</sup>	HK\$180/CNY180 per monthly statement
Return Check / Reject Autopay Fee	HK\$100/CNY100/US\$13 per returned / rejected payment
Citi PayAll	Up to 4% of payment amount

<b>Other Fees<sup>4</sup></b>	
Card Replacement Fee	HK\$25,000 for each card replacement of Citi ULTIMA Gold
Lost Card Replacement Fee <sup>12</sup>	HK\$100/CNY100/US\$13 for each replacement
Charge Dispute Handling Fee	HK\$50/CNY50/US\$7 per transaction or charge
Credit Balance Withdrawal by Check Handling Fee	HK\$100/CNY100/US\$13 per transaction
Statement Retrieval Fee	<ul style="list-style-type: none"> <li>Statement issued within the latest 2 months : HK\$30/CNY30/US\$4 per copy</li> <li>Statement issued earlier than the latest 2 months : HK\$50/CNY50/US\$7 per copy</li> </ul>
Sales Draft Retrieval Fee	HK\$50/CNY50/US\$7 per copy
Personal Data Access Request	HK\$200/CNY200/US\$26 per request
Instant Temporary Credit Limit Upgrade Fee <sup>9,10</sup>	0.5% of the Instant Temporary Credit Limit Upgrade (minimum HK\$100/CNY100)
Merchant Installment Plan Cancellation Handling Fee	HK\$300 per each cancelled Merchant Installment Plan
Paper Statement Fee <sup>13,14,16</sup>	HK\$10 per statement for each month
Bulk Hong Kong Dollar Cash Deposit Fee <sup>15</sup> (per client per day)	<ul style="list-style-type: none"> <li>Up to 200 notes : <b>Waived</b></li> <li>Over 200 notes : <b>0.25%</b> of the full amount (minimum HK\$50)</li> </ul>
Bulk Hong Kong Dollar Check Deposit Fee <sup>15</sup> (per client per day)	<ul style="list-style-type: none"> <li>Up to 15 checks : <b>Waived</b></li> <li>Over 15 checks : <b>HK\$1</b> per additional check</li> </ul>
A <b>HK\$20</b> fee <sup>9,16</sup> will be charged for credit card payment by cash (per transaction) at a branch counter <sup>17</sup> for Citi Credit Card or Diners Club Card clients.	

***** INFORMATION REGARDING MAKING MINIMUM PAYMENT (The below examples are for illustration only) ***** You can also visit Citibank Online <a href="http://www.citibank.com.hk">www.citibank.com.hk</a> to access the Minimum Payment Calculator to obtain personalized information.			
<b>Assumptions:</b> - Outstanding Balance = \$20,000 - Interest Rate = 31% p.a. (Retail APR as 34.28% and Cash APR as 35.81%) - No new transaction, annual fee and other fees - Repayments are made on or before the due date of each statement month	If you make no additional charges using this card and each month you pay...	You will pay off the outstanding balance of \$20,000 in about...	And you will end up paying an estimated total of...
	Only the minimum payment	9 years	\$47,138
	\$898	3 years	\$31,418 (Savings = \$15,720)

<sup>1</sup> APR is calculated according to the Net Present Value Method as specified in the Code of Banking Practice, inclusive of Cash Advance Fee (if applicable). The Finance Charge and Default Finance Charge will be calculated at the applicable rate on a 365-day yearly basis. <sup>2</sup> Please call our CitiPhone Banking at 2860 0333/ Ultima Service Line at 2860 0308 (for Citi ULTIMA Members only)/Citi Prestige Service Line at 2860 0338 (for Citi Prestige Cardholders only) to ascertain the finance charge or the default finance charge (if applicable) applicable to you. <sup>3</sup> Subject to a minimum of HK\$300/CNY300/US\$40 per month. In case you have an overlimit amount, please also settle it to continue using your card(s). <sup>4</sup> CNY fees are applicable to Citi Credit Card accounts which are denominated in CNY. US\$ fees are applicable to Diners Club cards accounts which are denominated in US\$. <sup>5</sup> Applicable to Citi Octopus Credit Card apply on or after November 1, 2014 only. <sup>6</sup> For cash advance transactions, an additional handling fee of CNY20 will be charged for Citi Credit Card Accounts which are denominated in CNY. <sup>7</sup> Not applicable to Citi Credit Card Accounts which are denominated in CNY. <sup>8</sup> The fees relating to Foreign Currency Cash Advance transactions vary among different networks. <sup>9</sup> Not applicable to Citi Prestige Card and Citi ULTIMA. <sup>10</sup> Not applicable to Diners Club Card. <sup>11</sup> Subject to a minimum of HK\$10/CNY10/US\$1.3 per month. <sup>12</sup> Not applicable to Citi ULTIMA. For Citi ULTIMA Gold replacements, please refer to Card Replacement Fee. <sup>13</sup> For paper statements of credit card accounts which have the same statement generation date, they will be counted as one statement and only one fee of HK\$10 will be debited from a credit card account. <sup>14</sup> The paper statement fee is not applicable to Diners Club Card and Citi ULTIMA. <sup>15</sup> Applicable to any Citibank clients making card payments over the branch counter channel. Service fee will be waived if the cash/checks is/are deposited through cash/check deposit machines or other non branch counter channels. <sup>16</sup> Exemptions apply to (i) senior citizens aged 65 or above; (ii) clients aged below 18; (iii) clients with disabilities; (iv) clients with low income (individual monthly income below HK\$7,900 or household monthly income below HK\$11,500 for clients who are not working), or those receiving social welfare benefits/government subsidies such as the Comprehensive Social Security Allowance. In each case, self-declaration or supporting documents are required; or (v) non-profit making organization. <sup>17</sup> Credit card payment by cash at a branch counter is not applicable to Citibanking clients (refer to Remark 16). <sup>18</sup> Each successful subscription to Citi ULTIMA Gold, a subscription fee will be charged to the primary Citi ULTIMA account upon issuance of Citi ULTIMA Gold and cannot be waived or refunded. The subsequent successful subscription to Citi ULTIMA Gold will be subject to a prevailing Subscription Fee set by Citibank at the time of subscription. <sup>19</sup> Past due refers to overdue minimum payment amount in last statement. In case there is a payment less than the minimum due in last statement, Citibank has the discretion to allocate the payment for the calculation of minimum payment due in current statement. In case of any discrepancy between the English and Chinese versions, the English version shall prevail.



## CITI CREDIT CARD AGREEMENT TERMS AND CONDITIONS

(Applicable to Citi ULTIMA/Citi Prestige Card/Citi Plus Credit Card/  
Citi Premier Miles Card/Citi Cash Back Card/Citi Cash Back American Express® Card/  
Citi Rewards Card/Citi Clear Card/Classic Card/Citi Gold Card)  
(Effective on December 31, 2022)

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 and will remain true and correct. The Cardholder / Cardmember will inform the Company immediately of any change of such information including that on 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

2.1 The Cardholder / Cardmember will (a) sign the Card upon receipt (adopting the same signature in the application form or such other documents as may be prescribed by the Company); (b) keep the Card under his personal control as may be prescribed by the Company; (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.

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 he is known to any other person. The Cardholder / Cardmember will accept full and sole responsibility and be 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.

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

### 3. TRANSACTIONS EFFECTED THROUGH CARD

3.1 The Card may be used at any branch of the Company and other financial institutions and merchants, which accept the Card for effecting purchases of goods and services, drawing of cash advance, payment of the Cardholder's / Cardmember's outstanding accounts and such other credit card facilities or services as may be provided by the Company from time to time. 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).

3.2 The Cardholder / Cardmember will be liable for all transactions ("Transactions") effected through the use of the Card even if no sales draft is

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

3.3 The Cardholder / Cardmember is not authorized to use the Card to take part in any illegal acts (including unlawful gambling). The Company reserves the right to decline processing or paying any Transaction which the Company suspects to be involved in illegal gambling or which may be illegal under any applicable laws.

The Company further reserves the right to refuse to process or pay any Transaction if the Company reasonably believes that by processing or paying the Transaction, (a) the Company, (b) Citigroup Inc. and its group of companies, including the Company (the "Group Companies"), and/or (c) any third party selected by the Company or any of its Group Companies to provide services to it and who is not a payment infrastructure provider (meaning a third party that forms part of the global payment system infrastructure, including without limitation, communications, clearing or payment systems, intermediary banks and correspondent banks (the "Payment Infrastructure Provider")) (the "Third Party Service Providers") may break (i) the law or regulation of any jurisdiction, domestic or foreign, or (ii) any agreement entered into between the Company and any competent 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.

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 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.

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 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.

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 Transaction in the manner stipulated by this Agreement, subject to the 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 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

4.1 The Company will maintain an account ("Account") in respect of the Card to which the values of all Transactions and all charges, fees, interests, outstanding balances and other sums payable ("Charges") will be debited.

4.2 The Company will issue to the Cardholder / Cardmember a monthly statement ("Statement") of the Account setting out details of all Transactions and Charges ("Statement Balance") and the date by which payment must be made

("Payment Due Date"). However, the Company may not issue a Statement to Cardholder / Cardmember if there has been no Transaction since the last Statement, and the credit or debit balance is less than such amount as may be determined by the Company from time to time (currently HK\$20.00).

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

(a) Minimum Payment Due

The "Minimum Payment Due" as shown on the Statement ("Minimum Payment Due") although the Cardholder / Cardmember may pay any larger sum he wishes.

(b) Credit Excess

In addition to the Minimum Payment Due, the Company may, notwithstanding any imposition of over limit charge or instant temporary Customer Credit Limit upgrade fee, require payment of any or all of the excess beyond his Customer Credit Limit, if for whatsoever reason the Cardholder / Cardmember has been allowed to incur such excess.

(c) Cash Advance Fee and Charge

A cash advance fee as shown in the Fees Schedule will be charged on each cash advance drawn by the Cardholder / Cardmember and the aggregate amount of the cash advance (including the cash advance fee) will be subject to the applicable finance charge from the date when the cash advance is drawn until the entire amount of the outstanding cash advance 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 hereunder 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 such purpose of assessing finance charge as from the respective dates of such Transactions notwithstanding that such Transactions will not be payable until the Payment Due Date stated in the current Statement. All finance charges will be calculated and accrued on a daily basis.

(e) Late Charge

A late charge as specified in the Fees Schedule is charged if the full amount of Minimum Payment Due is not received by the Company on or before the Payment Due Date.

(f) Service Fee

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

(g) Return Check / Reject Autopay Fee

A return handling fee as specified in the Fees Schedule will be charged for any check issued in settlement of account which is 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.

(l) Default Finance Charge (If applicable)

The Company will review the Account monthly to determine whether default finance charges are applicable 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 the 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 Installment Plan Cancellation Handling Fee

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

(t) Paper Statement Fee

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

4.4 Transactions which are effected in currencies other than Hong Kong dollars are converted from the transaction currency into Hong Kong dollars at a wholesale market rate selected by VISA / MasterCard / American Express from within a range of wholesale market rates on the conversion day. A handling charge as specified in the Fees Schedule will also be charged on such transactions.

4.5 The Cardholder / Cardmember agrees that it is the Cardholder's / Cardmember's sole responsibility to ensure that every Statement is received in due time and to enquire with and obtain the same from the Company forthwith if not duly received. The Cardholder / Cardmember undertakes to verify the

correctness of each Statement and to notify the Company within 60 days from the date of the Statement of any discrepancies, omissions, errors or wrong or incorrect entries or details. At the end of each such period, the Company's records and the details of the Statements shall be conclusive evidence against the Cardholder / Cardmember without any further proof that they are correct except as to any alleged errors so notified and subject to the Company's right to adjust and amend (which may be exercised by the Company at any time) any entries or details wrongly or mistakenly made by the Company.

4.6 Where Supplementary Card(s) is/are issued, the Company may:

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

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

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

### 5. PAYMENT OF CHARGES

5.1 Payments to the Company may be made by such means as the Company will from time to time stipulate. If payments are made through a customer activated terminal or to other payment means acceptable to the Company, such payments will be subject to the Company's terms and conditions from time to time applicable thereto, including those set out in transaction records and deposit envelopes used in connection therewith applicable from time to time. Cash deposits through a customer activated terminal of the Company will be credited to the Account in the amount confirmed by the cash count of the Company's staff members or its agents.

5.2 If the Cardholder / Cardmember fails to pay any sum due or payable hereunder, the Company may appoint debt collection agencies to collect the same. If the Company has incurred any legal or collection fees or other expenses for the purpose of demanding, collecting or suing to recover any sum payable hereunder from the Cardholder / Cardmember or other remedies resulting from the breach or non-compliance with any term of this Agreement, the Cardholder / Cardmember will reimburse the Company all such legal fees as taxed by the court on a common fund basis (fees and disbursements which are of a reasonable amount and reasonably incurred) unless otherwise agreed. Other reasonable fees and expenses (including the fees of the debt collection agencies) reasonably incurred in that connection will be reimbursed by the Cardholder / Cardmember up to a maximum of 30% of the original outstanding sum.

5.3 The Cardholder / Cardmember will directly settle disputes between merchants and the Cardholder / Cardmember for goods and services purchased. The Company will not be responsible for goods and services supplied by merchants or for refusal of any merchant to accept or honour any Card. Credits to the Account for refunds made by merchants will be made only when the Company receives a properly issued credit voucher.

5.4 Payments to the Company will only be deemed to be received by the Company and credited to the Account when received in good and cleared funds and if in foreign currency, the Cardholder/Cardmember is required to provide evidence in accordance with its normal practice, and without any set-off, claim, condition, restriction, deduction or withholding whatsoever.

5.5 Payments and credits to the Account may be applied in the following order: (1) legal and debt collection fees; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, over limit charges, service, return check / reject autopay, card replacement and charge dispute handling fees; (5) outstanding instalments of any Plan or other commitment of the Company; and

(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.

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 or stored in the centralized database of the credit reference platform ("CRP"). You understand, acknowledge and agree that Citibank is not operator 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, incapacity, loss, misuse or compromise of data caused by CRP operations or use of CRP by any person or party; or

(b) any breach of obligation, fraud, willful default or negligence by any CRAs, any other credit providers, or any owners, operators, service providers or other participants of the MCRA Model or CRP. You also agree and accept that owners and operators of the CRP shall not be liable for any loss or damage arising from any use of the CRP by any person or party.

### 15. MERCHANT INSTALLMENT PLAN

15.1 The following terms and conditions shall govern Merchant Installment 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.

15.2 The Merchant Installment 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 in whole 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 "Installment") 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 an installment is charged to the Card is referred to as an "Installment 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 Installment 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;

(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 instalments. Each Installment is irrevocable and will be debited monthly from the Account

(where such Transactions are subject to different finance charge rates, in the application order from the Transactions with the highest rate to the lowest rate); or in any other order as the Company considers appropriate without prior reference to the Cardholder / Cardmember.

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

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

### 6. LOSS OR THEFT OF THE CARD

6.1 The Cardholder / Cardmember shall observe and follow any recommendation of the Company from time to time regarding the security of the card and the PIN. The Cardholder / Cardmember must inform the Company as soon as reasonably practicable through the Company's CitiPhone Banking 2860 0333 / Platinum Service Line 2860 0360 (for Citibank Platinum Cardholders only) / Ultima Service Line 2860 0308 (for Citi ULTIMA Members only) / Citi Prestige Service Line at 2860 0338 (for Citi Prestige Cardholders only) / through chatting with us on the Citi Mobile® App (for Citi Plus Credit Cardholders only) / American Express Service Line 2860 0366 (for Citibank Cash Back American Express® Cardmembers only) if any card is lost or stolen or when someone else knows his PIN.

6.2 The Cardholder / Cardmember shall be fully liable for any transactions (whether or not authorized by him) effected by the use of the Cards before he has informed the Company that the Card/PIN has been lost or stolen or that someone else knows the PIN. However, provided that the Cardholder / Cardmember has not acted fraudulently, with gross negligence or in breach of Clause 6.1, the Cardholder's / Cardmember's maximum liabilities for such unauthorized transactions shall not exceed HK\$50,000. The application of the aforesaid limitation on liability of the Cardholder / Cardmember does not apply to loss related to transactions resulting from use of Card in automated teller machine (whether or not such device is that of the Company).

6.3 The Company will not be obliged to issue a replacement Card to the Cardholder / Cardmember if his Card is lost or stolen. If the Company agrees to issue a replacement Card, its use will be subject to the terms of this Agreement.

### 7. RIGHTS OF THE COMPANY

7.1 The Cardholder / Cardmember hereby agrees that the Company may, at any time and without prior notice, set off or transfer any monies standing to the credit of the Cardholder's / Cardmember's account with the Company and bank accounts with the Company or Citibank, N.A. of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all sums due to the Company in connection with the Card in whatever currency. Insofar as any of the sums may only be due to the Company contingently or in future, the Company's and Citibank, N.A.'s liability to the Cardholder / Cardmember to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event.

7.2 Save where Clause 13 (Cardholder / Cardmember who banks with Citibank, N.A. Hong Kong Branch) applies, the Cardholder / Cardmember requests each of the Company and Citibank, N.A., Hong Kong Branch (each, a "Citi Paying Entity") to undertake to the other (each, a "Citi Creditor") to discharge any indebtedness which the Cardholder / Cardmember owes to a Citi Creditor upon the written demand of that Citi Creditor certifying to the Citi Paying Entity that the Cardholder/Cardmember has failed to discharge any such indebtedness on its due date. The Cardholder/Cardmember undertakes to indemnify each of the Citi Paying Entities against all losses and liabilities which any of you may incur in connection with such undertaking.

7.3 Any Card issued to the Cardholder / Cardmember is and remains the property of the Company, and is not transferable. The Cardholder / Cardmember will promptly return all Cards on demand.

7.4 The Cardholder / Cardmember agrees that (a) the Company, (b) any of its Group Companies, and/or (c) any of its Third Party Providers may withhold or deduct any collected amount, meaning an amount for or on account of, or which represents, withholding, income tax, value added tax, tax on the sale or

disposition of any property, duties, or any other lawfully collected amount (the "Collected Amount"), which is required to be withheld or deducted to comply with any Law or Regulation from any payment to the Cardholder / Cardmember, or to or from the Account or any of the Cardholder's / Cardmember's accounts. Any Collected Amount shall be timely paid to the relevant Authority in accordance with the relevant requirement. The Cardholder / Cardmember will be notified of any Collected Amount as soon as reasonably practicable. The Cardholder / Cardmember acknowledges that the Company will not be required to reimburse the Cardholder / Cardmember for any amount withheld or deducted by a Payment Infrastructure Provider. Further, to the extent the Company or any of its Group Companies or its Third Party Service Providers pays or has paid from its own funds or is or will become required to make a payment to an Authority in respect of an amount that should have been, but was not, a Collected Amount, the Cardholder / Cardmember will indemnify the Company for such payment, plus any interest and penalties thereon. The Cardholder / Cardmember understands that the Company is not required to contest any demand made by an Authority for such payment.

### 8. PERSONAL DATA

8.1 The Cardholder / Cardmember hereby agrees that all personal data relating to the Cardholder / Cardmember collected by the Company from time to time may be used, held, disclosed, and/or transferred to any of the Group Companies or Third Party Service Providers and such persons (whether in or outside Hong Kong) as set out in the Policy Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force, as stated in the said Policy Statement and the Authorities for compliance with any Law or Regulation or as required by or for the purpose of any court, legal process, audit or investigation of any Authority. The aforesaid shall apply notwithstanding any applicable non-disclosure agreement. The Cardholder / Cardmember acknowledges that such personal data and account information or records may be transferred to jurisdictions which do not have strict data protection or data privacy laws.

8.2 The Cardholder / Cardmember hereby agrees that the Policy Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force shall in all respects apply in relation to the Card and the Account and any matter arising therefrom 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 Companies 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) will 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 enrolment 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-advise](http://www.citibank.com.hk/e-advise) from time to time). The Cardholder / Cardmember agrees to abide by any and all laws, rules, regulations and official issuances applicable to the e-Statement Service and/or the e-Advice Service (as the case may be), now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services 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.

9.2 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

bound by this Clause 10 and to pay any fee 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 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 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 information and the Company is not liable for any disclosure of confidential 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 through the Citi Alerts Services. The Cardholder / Cardmember confirms 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 Cardholder / Cardmember'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 evidence of the matters to which it relates.

10.5 Neither the Company nor any of the telecommunications companies designated by the Company for the purposes of providing the Citi Alerts Services will assume any liability or responsibility for any failure or delay in transmitting information to the Cardholder / 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.

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 representing the Company, and there is no co-operation, partnership, joint venture or other relationship with the Company and the Company is not responsible for any loss caused by such third party including system operator.

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 connection with the Citi Alerts Services which allow the Cardholder / Cardmember to use such software only for its intended purposes. The Cardholder / Cardmember agrees that he shall not disseminate, 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 insolvency, execution or similar action or proceedings against himself or for the purpose

of complying with the Law or Regulation.

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

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

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

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

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

### 12. AMENDMENTS

12.1 The Company hereby reserves the right at any time to amend the terms of this Agreement including, without limitation, the rates of any charges or fees and method of payment in any manner as the Company deems fit by prior notice. Amendments will take effect on such date as stipulated by the Company in accordance with the



**Citi UniPay Credit Card Agreement**  
**TERMS AND CONDITIONS**  
(Applicable to Citibank Rewards UniPay Card)  
(Effective on December 31, 2022)

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

**1. CARDHOLDER'S INFORMATION**

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

**2. USE OF CARD**

- The Card consists of both a Hong Kong Dollar (HKD) (primary) account (the "HKD Account") and a Renminbi (CNY) (alternate) account (the "CNY Account"), each of which will be regarded as an Account ("Account") whenever such term is used in this Agreement.
- The Cardholder 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.

- The Cardholder 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 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.

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

**3. TRANSACTIONS EFFECTED THROUGH CARD**

- The Card may be used at any branch of the Company and other financial institutions and merchants that accept the Card for effecting purchases of goods and services, drawing of cash advance, payment of the Cardholder's outstanding accounts and such other credit facilities or services as the Company may from time to time provide or arrange. The Card may also be used by the Cardholder by applying for a loan under any of the credit card loan programs run by the Company from time to time (including, without limitation, "Quick Cash" Installment Program, "FlexiPay" Installment Program, "PayLite" Installment Program, Cash Conversion Program, Balance Transfer Program, Merchant Installment Plan).
- 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's signature may include, without limitation, orders placed by telephone, fax, mail or electronic means, direct debit authorization, or use of

the Card in an automated teller machine (whether or not such a device is that of the Company), at merchant's point of sale terminal, in a credit card payphone or any other device approved by the Company from time to time.

- The Cardholder is not authorized to use the Card to take part in any illegal acts (including unlawful internet gambling). The Company reserves the right to decline processing or paying any Transaction which the Company suspects to be involved in illegal gambling or which may be illegal under any applicable laws. The Company further reserves the right to refuse to process or pay any Transaction if the Company is notified by the merchant, the Principal Cardholder, the Transaction, (a) the Company, (b) Citigroup Inc. and its group of companies, including the Company (the "Group Companies"), and/or (c) any third party selected by the Company or any of its Group Companies to provide services to it and who is not a payment infrastructure provider (meaning a third party that forms part of the global payment system infrastructure, including without limitation, communications, clearing or payment systems, intermediary banks and correspondent banks (the "Payment Infrastructure Provider")) (the "Third Party Service Providers") may break (i) the law or regulation of any jurisdiction, domestic or foreign, or (ii) any agreement entered into between the Company and any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign (the "Authorities") (i) and (ii) collectively referred to as the "Law or Regulation"). The Company will not be liable to the Cardholder for any loss of or damage to the Card or the Cardholder resulting in any way from a refusal to process or pay a Transaction under this clause.

- Notwithstanding any provision in this Agreement, if an unauthorized transaction is reported in accordance with this Agreement before its settlement date, Cardholder is entitled to 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. 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.

- In the event where a merchant is not able to deliver or perform the goods or services in full or in part or is otherwise in default in relation to the goods or services for any reason whatsoever, including without limitation the cessation of business or bankruptcy or winding up of the merchant, Cardholder remains liable to pay the full amount of the Transaction, subject to the relevant Card association rules.

- Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the merchant by the Cardholder. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder remains liable to repay the entire amount of the Transaction in the manner stipulated by this Agreement, subject to the relevant Card association rules.

- The Company is neither the provider of the goods and services nor an agent of the merchant, and shall not be responsible for the quality, warranty, delivery, supply, installation, ownership of any intellectual property and any matter related to the goods or services. The merchant is solely responsible for all obligations and liabilities relating to such goods or services and all auxiliary services.

**4. CHARGES**

- The Company will maintain separate accounts for the HKD Account and the CNY Account in respect of the Card. Values of all Transactions denominated in CNY and all related charges, fees, interests, outstanding balances and other sums payable ("Charges") will be debited to the CNY Account. Values of all other Transactions and all related Charges will be debited to the HKD Account.
- The Company will issue to the Cardholder a monthly statement ("Statement") of the Card setting out details of all Transactions and Charges of the Account ("Statement Balance") and the date by which payment must be made ("Payment Due Date"). The Statement will include separate sections for each of the HKD Account and the CNY Account specifying the respective payment details of each Account, and the Cardholder shall settle payment to each of the Accounts separately using funds in the currency in which the relevant Account is denominated.
- The Company may not issue a Statement to the Cardholder if there has been

no Transaction since the last Statement, and the credit or debit balance is less than such amount as may be determined by the Company from time to time (currently HKD20.00 in respect of the HKD Account or CNY20.00 in respect of the CNY Account).

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

The "Minimum Payment Due" in respect of each Account as shown on the Statement ("Minimum Payment Due") although the Cardholder may pay any larger sum he wishes.

- Credit Excess
- In addition to the Minimum Payment Due, the Company may, notwithstanding any imposition of over limit charge or instant temporary Customer Credit Limit upgrade fee, require payment of any or all of the excess beyond its Customer Credit Limit, if for whatsoever reason the Cardholder has been allowed to incur such excess.

- Cash Advance Fee and Charge
- A cash advance fee as shown in the Fees Schedule will be charged on each cash advance drawn by the Cardholder and the aggregate amount of the cash advance in each Account (including the cash advance fee) will be added 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 relevant Account. Unless otherwise notified by the Company, if the Cardholder withdraws cash at ATMs with a JETCO logo, a UniPay logo or at Citibank ATMs in Hong Kong, Macau, or other countries (excluding Mainland China), the withdrawal will be treated as a cash advance from the HKD Account. If the Cardholder withdraws cash in CNY at ATMs with a JETCO logo, the withdrawal will be treated as a cash advance from the HKD Account. If the withdrawal is made at ATMs with a UniPay logo (excluding ATMs with a JETCO logo) or at Citibank ATMs, it will be treated as a cash advance from the CNY Account. All finance charges will be calculated and accrued on a daily basis. The total of the cash advance fee and the finance charge in respect of each Account will be added to the 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 relevant Account. All new Transactions in the relevant Account incurred since the Previous Statement date will be added to the unpaid balance for the purpose of assessing finance charge as from the respective date of such Transactions notwithstanding that such Transactions will not be payable until the Payment Due Date stated in the current Statement. All finance charges will be calculated and accrued on a daily basis.

- Late Charge
- A late charge as specified in the Fees Schedule is charged if the full amount of Minimum Payment Due of an Account is not received by the Company on or before the Payment Due Date.

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

(g) Return Check / Reject Autopay Fee

A return handling fee as specified in the Fees Schedule will be charged for any check issued in settlement of account which is 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 in a currency other than HKD for the HKD account or CNY for the CNY Account, the relevant 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.

(l) Default Finance Charge (If applicable)

The Company will review each Account monthly to determine whether default finance charge is chargeable to the relevant Account. If the Minimum Payment Due of an Account 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 of the relevant Account as well as all new Transactions of the relevant Account 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 of the relevant Account 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.

(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 connection with the use of the Card. The value of the Transaction is debited to the HKD Account in HKD or CNY account in CNY.

(s) Merchant Installment Plan Cancellation Handling Fee

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

(t) Paper Statement Fee

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

Transactions which are effected in currencies other than CNY shall be debited to the HKD Account, while transactions which are effected in CNY shall be debited to the CNY Account. Transactions effected in currencies other than HKD and CNY shall be debited to the HKD Account after conversion from the transaction currency into HKD at a wholesale market rate selected by UniPayPay from within a range of wholesale market rates on the conversion day. A handling charge as specified in the Fees Schedule will also be charged on such transactions.

The Cardholder agrees that it is the Cardholder's sole responsibility to ensure that every Statement is received in due time and to ensure with and obtain the same from the Company forthwith if not duly received. The Cardholder undertakes to verify the correctness of each Statement and to notify the Company within 60 days from the date of the Statement of any discrepancies, omissions, errors or wrong or incorrect entries or details. All the end of each period, the Company and the Cardholder's interests shall be conclusively evidence against the Cardholder without any further proof that they are correct except as to any alleged errors so notified and subject to the Company's right to adjust and amend (which may be exercised by the Company at any time) any entries or details wrongly or mistakenly made by the Company.

**47. Where Supplementary Card(s) is/are issued, the Company may:**

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

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

**5. PAYMENT OF CHARGES**

Payments to the Company may be made by such means as the Company will from time to time stipulate. If payments are made through a customer activated terminal or other payment means acceptable to the Company, such payments will be subject to the Company's terms and conditions from time to time applicable thereto, including those set out in transaction records and deposit envelopes used in connection therewith applicable from time to time. Cash deposits through a customer activated terminal of the Company will be credited to the Account in the amount confirmed by the cash count of the Company's staff members or its agents.

The Company will not convert and/or transfer any credit balance or overpayment from the HKD Account to the CNY Account or vice versa to settle the outstanding balance of the other Account. The Cardholder shall make payment directly to the relevant Account in accordance with this Agreement in order to settle the outstanding balance.

Any transfer or withdrawal in CNY from the credit balance in the CNY Account shall be subject to the terms of this Agreement and such daily limit as may be imposed by the Company from time to time at its sole discretion. Notwithstanding anything contained in this Agreement, the Company is entitled to repay any credit balance in the Account to the Cardholder in the same currency or a different currency as the Company may determine in its sole discretion at the prevailing rate of exchange at the time of conversion.

If a HKD bank account is designated by the Cardholder for settlement of the Account by way of FlexiAutopay or cheque payment, HKD will be converted to CNY at the prevailing rate of exchange determined by the Company on the date of processing of the FlexiAutopay each month or cheque payment. Due to fluctuation of the exchange rate, the Cardholder shall maintain sufficient funds in the relevant HKD bank account used for FlexiAutopay for conversion into CNY or pay sufficient funds for the cheque payment to avoid payment shortfall which will result in finance and/or other charges as provided in this Agreement.

If the Cardholder fails to pay any sum due or payable hereunder, the Company may appoint debt collection agencies to collect the same. If the Company has incurred any legal or collection fees or other expenses for the purpose of demanding, collecting or suing to recover any sum payable hereunder from the Cardholder or other remedies resulting from the breach or non-compliance with any term of this Agreement, the Cardholder will reimburse the Company all such legal fees as taxed by the court on a common fund basis (fees and disbursements which are of a reasonable amount and reasonably incurred) unless otherwise agreed. Other reasonable fees and expenses (including the fees of the debt collection agencies) reasonably incurred in that connection will be reimbursed by the Cardholder up to a maximum of 30% of the original outstanding sum.

The Cardholder will directly settle disputes between merchants and the Cardholder for goods and services purchased. The Company will not be responsible for goods and services supplied by merchants or for refusal of any merchant to accept or honour any Card. Credits to an Account for related and incurred by merchants will be made only when the Company receives a properly issued credit voucher.

Payments to the Company will only be deemed to be received by the Company and credited to the Account when received in good and cleared funds and if in foreign currency, after conversion by the Company into HKD (in the case of a credit to the HKD Account) or CNY (in the case of a credit to the CNY Account) in accordance with its normal practice, and without any set-off, claim, counter, restriction, deduction or withholding whatsoever.

Payments and credits to the Account may be applied in the following order: (1) legal and debt collection fees and disbursements which are of a reasonable amount and reasonably incurred; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, over limit charges, service, return check / reject autopay, card replacement and charge dispute handling fees; (5) outstanding instalments of any Plan or other installment programs of the Company; and (6) the outstanding principal amount of other Transactions (where such Transactions are subject to different finance charge rates, in the application order from the Transactions with the highest rate to the lowest rate); or in any other order as the Company considers appropriate without prior reference to the Cardholder.

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

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

**6. LOSS OR THEFT OF THE CARD**

The Cardholder shall observe and follow any recommendation of the Company from time to time regarding the security of the Card and the PIN. The Cardholder must inform the Company as soon as reasonably practicable through the Company's Client Care Banking 2860 0333 / Platform Service Line 2860 0360 (for Citibank Platform Cardholders only) / Ultimate Service Line 2860 0308 (for Citibank Ultima Cardholders only) if any Card is lost or stolen or when someone else knows his PIN.

The Cardholder shall be fully liable for any transactions (whether or not authorized by him) effected by the use of the Cards before he has informed the Company that the Card/PIN has been lost or stolen or that someone else knows the PIN. However, provided that the Cardholder has not acted fraudulently, with gross negligence or in breach of the Policy Statement, the maximum liabilities for such unauthorized transactions shall not exceed HK\$50,000. The application of the aforesaid limitation on liability of the Cardholder does not apply to loss related to transactions resulting from use of Card in automated teller machine (whether or not such device is that of the Company).

The Company will not be obliged to issue a replacement Card to the Cardholder if his Card is lost or stolen. If the Company agrees to issue a replacement Card, its use will be subject to the terms of this Agreement.

**7. RIGHTS OF THE COMPANY**

The Cardholder hereby agrees that the Company may, at any time and without prior notice, set off or transfer any monies standing to the credit of the Cardholder's account with the Company and bank accounts with the Company

or Citibank, N.A. of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all sums due to the Company in connection with the Card in whatever currency, insofar as any of the sums may only be due to the Company contingently or in future, the Company's and Citibank, N.A.'s liability to the Cardholder to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event.

Save where Clause 13 (Cardholder who banks with Citibank, N.A., Hong Kong Branch) applies, the Cardholder requests each of the Company and Citibank, N.A., Hong Kong Branch (each, a "Citi Paying Entity") to undertake to the other (each, a "Citi Creditor") to discharge any indebtedness which the Cardholder owes to a Citi Creditor upon the written demand of that Citi Creditor certifying to the Citi Paying Entity that the Cardholder has failed to discharge any such indebtedness on its due date. All such Cardholder undertakes to indemnify each of the Citi Paying Entities against all claims and liabilities which any of you may incur in connection with such undertaking.

Any Card issued to the Cardholder is and remains the property of the Company, and is not transferable. The Cardholder will promptly return all Cards on demand.

The Cardholder agrees that (a) the Company, (b) any of its Group Companies, and/or (c) any of its Third Party Providers may 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, or any other lawfully collectible amount ("Collected Amount"), which is required to be withheld or deducted to comply with any Law or Regulation from any payment to the Cardholder, or to or from the Account or any of the Cardholder's accounts. Any Collected Amount shall be timely paid by the relevant Authority in accordance with the relevant requirement. The Cardholder will be notified of any Collected Amount as soon as reasonably practicable. The Cardholder acknowledges that the Company will not be required to reimburse the Cardholder any amount collected amount 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 be required to make a payment to an Authority in respect of an amount that should have been, but was not a, Collected Amount, the Cardholder will indemnify the Company for such payment, plus any interest and penalties thereon, and the Cardholder understands that the Company is not required to contest any demand made by an Authority for such payment.

**8. PERSONAL DATA**

The Cardholder hereby agrees that all personal data relating to the Cardholder 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 Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force available by the Company to its customers from time to time for the purpose of the said Policy Statement and the Authorities for compliance with any Law or Regulation or as required by or for the purpose of any court, legal process, audit or investigation of any Authority. The aforesaid shall apply notwithstanding any applicable non-disclosure agreement. The Cardholder 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 hereby agrees that the Policy Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force shall in all respects apply in relation to the Card and the Account and any matter arising therefrom or incidental thereto.

The Cardholder 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 Companies to comply with any Law or Regulation.

**9. E-STATEMENT /E-ADVICE SERVICES**

By enrolling for and using the service in which an electronic form of statement of account(s) and/or designated advice of account(s) will be made available by electronic means (the "e-Statement Service" & "e-Advice Service" respectively), the Cardholder accepts and agrees to be bound by this Clause 9.

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Upon enrollment for the e-Statement Service and/or the e-Advice Service, the Cardholder 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](http://www.citibank.com/hk/e-advice) from time to time). The Cardholder agrees to abide by any and all laws, rules, regulations and official issuances applicable to the e-Statement Service and/or the e-Advice Service (as the case may be), now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services the Company may from time to time make available to the Cardholder in connection with the e-Statement Service and/or e-Advice Service.

The Cardholder 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 designated email address shall be deemed to be delivery of the relevant Statement and/or designated advice to the Cardholder. The Company will not be liable for any delay or non-delivery of the Cardholder's enrollment for the e-Statement Service and/or e-Advice Service, or send any Statement and/or advice to the Cardholder'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 registered email address or for any other reason.

The Company has the discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the e-Statement Service and/or e-Advice Service without giving any reason or prior notice. The Company reserves the right to impose such changes to the e-Statement Service and/or e-Advice Service from time to time at its sole discretion at any time by giving prior notice to the Cardholder.

The Cardholder understands that the e-Statement Service and/or e-Advice Service are available to him provided that he has appropriate internet access and telecommunications services and equipment. The Cardholder shall keep such equipment used for the e-Statement Service and/or e-Advice Service secure.

The Cardholder undertakes to provide to the Company with his updated and correct email address in order to use the e-Statement Service and/or e-Advice Service.

Upon reasonable attempt, failing to send emails in connection with the e-Statement Service and/or e-Advice Service to the Cardholder with reasonable retry, the e-Statement Service and/or e-Advice Service will be automatically cancelled and the Company will resume sending Statements and/or advice in paper form to the Cardholder.

To cancel enrollment for the e-Statement Service and/or e-Advice Service, the Cardholder shall give prior notice at least 10 working days before the next Statement / advice date through Citibank online banking or at least 15 working days through Citibank Hotline (852) 2860 0333 / Platform Service Line 2860 0360 (for Citibank Platform Cardholders only) / Ultimate Service Line 2860 0308 (for Citibank Ultima Cardholders only) / Citi Prestige Service Line at 2860 0338 (for Citi Prestige Cardholders only) / American Express Service Line 2860 0366 (for Citi Cash Back American Express Cardmembers only) or Citibank branches. Upon cancellation of enrollment for the e-Statement Service and/or e-Advice Service, the Company will resume sending Statements and/or advice in paper form to the Cardholder.

The Cardholder agrees that the Company shall not be liable for any loss, damages or expenses that the Cardholder may incur, including, without limitation, any loss or damage caused to the Cardholder's data, software, computer, telecommunications equipment or other equipment in connection with the Cardholder's use of the e-Statement Service and/or e-Advice Service unless they are caused solely and directly by the Company's negligence or willful default.

The Cardholder agrees that the Company shall use reasonable effort to ensure that the e-Statement Service and/or e-Advice Service are secure and cannot be accessed by unauthorized persons. However, the Cardholder acknowledges that the Company does not warrant the security, secrecy or confidentiality of any information transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction via the e-Statement Service and/or e-Advice Service. The Cardholder confirms that he understands and accepts all possible risks involved in using the e-Statement Service and/or e-Advice Service including,

without limitation, the e-Statement Service and/or e-Advice Service being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the Cardholder's authorization.

The e-Statement Service and e-Advice Service use proprietary software of the Company, the Company's affiliates or other software suppliers. The Cardholder agrees that the Company has granted the Cardholder a non-exclusive license to use this software in connection with the e-Statement Service and/or e-Advice Service that allows the Cardholder to use such software only for its intended purposes. The Company shall not be liable for the software, disassemble, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.

**10. CITI ALERTS SERVICE**

The Cardholder agrees that by enrolling for and using the service(s) wherein the Company will send alerts via email means ("Citi Alerts Services"), the Cardholder accepts and agrees to be bound by this Clause 10 and to pay any fee associated with the use of the Citi Alerts Services. The Cardholder agrees to abide by any and all laws, rules, regulations and official issuances applicable to the Citi Alerts Services, now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services the Company may from time to time make available to the Cardholder in connection with the Citi Alerts Services.

The Cardholder is responsible for the security of his telecommunications equipment and must take all reasonable precautions to prevent anyone else from accessing any confidential information and the Company is not liable for any disclosure of confidential information.

The Cardholder 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 acknowledges that the Company does not warrant the security, secrecy or confidentiality of any information transmitted via the Citi Alerts Services. The Cardholder confirms 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 Cardholder's authorization.

The Cardholder acknowledges that any information received by the Cardholder via his telecommunications equipment pursuant to the Citi Alerts Services is for his (and not any other persons) reference only, and shall not be taken as conclusive evidence of the matters to which it relates.

Neither the Company nor any of the telecommunications companies designated by the Company for the purposes of providing the Citi Alerts Services will assume any liability or responsibility for any failure or delay in transmitting information to the Cardholder or for any error or inaccuracy in such information transmitted to the Cardholder that the Cardholder has accepted and agreed to such amendments without reservation.

CARDHOLDER WHO HAS AN ACCOUNT WITH THE COMPANY/AND/OR CITIBANK, N.A., HONG KONG BRANCH

This clause applies when the Cardholder 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.

The Citibank Terms and Conditions for Accounts and Services (as amended or supplemented from time to time) (the "CTC") shall be deemed to be incorporated in this Agreement by reference and in case of any inconsistency between the CTC and the terms of this Agreement, the terms of this Agreement shall prevail in respect of any services and/or arrangement to be provided by the Company in respect of the Card provided that, notwithstanding the foregoing, clauses 12.3, 12.4 and 12.5 of clause 12 (Charge, Lien, Set Off) of the CTC (each, a "CTC Applicable Clause") shall prevail over any term of this Agreement relating to the right of set off, combination or consolidation of account or indemnity and the reference in a CTC Applicable Clause to:

- "you" shall, for the purpose of this Agreement, be deemed to include Citibank (Hong Kong) Limited and Citibank, N.A., Hong Kong Branch; and
- "Citigroup Organisation" shall bear the meaning ascribed to that term in clause 2.3 of the CTC.

**11. CANCELLATION**

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, 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. Without limiting the Company's rights as aforesaid and as an illustration, any such right is likely to be exercised if the Cardholder is in breach of any of the terms of this Agreement, fails to pay any amount when due, or commences or suffers to have an insolvency, execution or similar action or proceedings against himself or for the purpose of complying with the Law or Regulation.

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

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

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 in substitution for the Card.

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

Either the Principal Cardholder or a Supplementary Cardholder 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 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.

These terms are translated from English to Chinese for guidance only. If there is any conflict or inconsistency between the two versions, the English version will prevail.

Unless the context otherwise requires, all expressions herein in the singular will include the plural and vice versa and all expressions in the masculine gender will include the feminine and/or the neuter gender where applicable. Headings are for reference only and will not affect construction of this Agreement.

This Agreement will be governed by and construed in accordance with the laws of Hong Kong. The Cardholder hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong.

Nothing in these terms, this Agreement, and/or any other agreement, document, instrument or arrangement between Cardholder and the Company, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person would not have but for the provisions of the Third Parties Ordinance (Cap.622 of the Laws of Hong Kong), ("CRO") 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 CRO, enforce any term or provision of this Agreement which grants or purports to grant any right to that Group Company; and (b

**CHi HKTVMall Card Agreement TERMS AND CONDITIONS**  
(Effective on August 1, 2023)

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

**1. DEFINITIONS AND INTERPRETATION**

11 Unless the context otherwise requires, the following expressions shall have the following meanings in this Agreement:-

- "Application" means an application by a prospective Cardholder for the Card;
- "Card" means CHi HKTVMall Card in its plastic card form, and/or in its digital form as enrolled in the HKTVMall Platform, and includes the HKTVMall Instant Credit;
- "Cardholder" includes prospective Cardholder;
- "Card Transaction Data" means data relating to purchases of goods or services by the Cardholder with any merchant using the Card, obtained, received or generated by the Company as issuer of the Card;
- "CHi HKTVMall Card Payment Channel" means a non-card association payment channel between the Company and HKTVMall that the Cardholder may choose to effect payment to HKTVMall using the Card;
- "Enabled Device" means the meaning defined in Clause 15;
- "HKTVMall" means Hong Kong TV Shopping Network Company Limited;
- "HKTVMall Platform" means the e-commerce platform developed, operated and maintained by HKTVMall, including the HKTVMall website (https://www.hktvmall.com/ (or such) other URL, that may serve the same purpose from time to time), the HKTVMall mobile and web accounts and other credit card facilities or services as the Company may operate for e-commerce purposes from time to time;
- "HKTVMall Instant Credit" means a temporary credit line of the Card for making CHi HKTVMall Card Payment Channel Transactions only, in such amount and for such duration as determined and granted by the Company at its discretion, and will be cancelled upon issuance of the plastic Card;
- "HKTVMall Transactions" means purchases of goods or services by the Cardholder from HKTVMall Platform and/or HKTVMall physical outlets using the Card;
- "HKTVMall Transaction Data" means data relating to HKTVMall Transactions, obtained, received or generated by HKTVMall as seller or service provider to sellers;
- "CHi HKTVMall Card Payment Channel Transaction" means Transactions that Cardholders pay via the CHi HKTVMall Card Payment Channel;
- "PIN" includes biometric verification such as fingerprint identity or facial recognition, personal identification number, passcode, One-time Password (OTP) as applicable for the use of the Card and/or the Enabled Device;
- "Transactions" means transactions conducted by the Cardholder through use of the Card, including without limitation, those effected through use of the HKTVMall Instant Credit.

**2. CARDHOLDER'S INFORMATION**

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

22 The Cardholder agrees to the Company recording the telephone conversations between the Cardholder and the Company.

**3. USE OF CARD**

31 The Company may grant the HKTVMall Instant Credit to a Cardholder subject to the terms and conditions of this Agreement, pending provision of supporting documents by the Cardholder for the Application and final approval by the Company of the Application. The Cardholder shall complete the Application by providing the supporting documents within the time period prescribed by the Company, otherwise the HKTVMall Instant Credit will be withdrawn and the Application will lapse upon expiry. An Application may eventually be rejected notwithstanding grant of the HKTVMall Instant Credit by the Company. Rejected or lapsed Application is without prejudice to the Cardholder's

obligations under this Agreement in respect of Transactions already effected through use of the HKTVMall Instant Credit.

32 The Cardholder acknowledges and agrees that the use of the Card includes enrolling the Card in HKTVMall Platform for effecting payment and/or using the HKTVMall Instant Credit.

33 The Cardholder will (a) sign the plastic Card upon receipt (adopting the same signature in the application form or such other documents as may be prescribed by the Company); (b) keep the Card under his personal control at all times, and should not authorize any third party to use the Card in any manner; (c) not exceed the credit limit assigned by the Company from time to time at its discretion ("Customer Credit Limit"); (d) not exceed the cash advance limit (which forms part of the Customer Credit Limit) assigned by the Company from time to time at its discretion ("Cash Advance Limit"); (e) not exceed the loan limit assigned by the Company from time to time at its discretion ("Loan Limit"); and (f) not use the Card after it is withdrawn, cancelled or malfunctioned.

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

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

**4. TRANSACTIONS EFFECTED THROUGH CARD**

41 Credit card functionality

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

412 The Cardholder will be liable for all Transactions effected through the use of the Card and/or the PIN even if no sales draft is signed by him and/or the Customer Credit Limit or Loan Limit is exceeded and/or without card activation. Types of Transactions effected through the use of the Cardholder's signature may include, without limitation, orders placed by telephone, fax, mail or electronic means, direct debit authorization, or use of the Card in an automated teller machine (whether or not such a device is 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, or Transactions effected through use of the PIN or Enabled Device.

**4.2 Membership and Rewards**

421 The Cardholder shall register with HKTVMall as a member of the HKTVMall Rewards Program operated solely by HKTVMall and be subject to the Terms and Conditions for HKTVMall Rewards Programme issued and amended by HKTVMall from time to time. The Company shall not be responsible or liable for any matters or dealings under the HKTVMall Rewards Programme.

422 No CHi ThankYou Rewards Points, cash or any other forms of rebates will be granted by the Company for CHi HKTVMall Card Payment Channel Transaction, unless otherwise specified by the Company.

43 The Cardholder is not authorized to use the Card to take part in any illegal acts (including unlawful internet gambling). The Company reserves the right to decline processing or paying any Transaction which the Company suspects to be involved in illegal gambling or which may be illegal under any applicable laws. The Company further reserves the right to refuse to process or pay any Transaction if the Company reasonably believes that by processing or paying the Transaction, (a) the Company,

(b) Citigroup Inc. and its group of companies, including the Company (the "Group Companies"), and/or (c) any third party selected by the Company or any of its Group Companies to provide services to it and who is not a payment infrastructure provider (meaning a third party that forms part of the global payment system infrastructure, including without limitation, communications, clearing or payment systems, intermediary

banks and correspondent banks (the "Payment Infrastructure Provider")) (the "Third Party Service Providers") may break (i) the law or regulation of any jurisdiction, domestic or foreign, or (ii) any agreement entered into between the Company and any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign (the "Authorities") (i) and (ii) collectively referred to as the "Law or Regulation"). The Company will not be liable to the Cardholder for any loss or damage suffered by the Cardholder resulting in any way from a refusal to process or pay a Transaction under this clause.

44 Notwithstanding any provision in this Agreement, if an unauthorized transaction is reported in accordance with this Agreement and its settings, the Cardholder 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. 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.

45 In the event where a merchant is not able to deliver or perform the goods or services in full or part or is otherwise in default in relation to the goods or services for any reason whatsoever, including without limitation the cessation of business or bankruptcy or winding-up of the merchant, Cardholder remains liable to pay the full amount of the Transaction, subject to the relevant Card association rules.

46 Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the merchant by the Cardholder. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder remains liable to pay the entire amount of the Transaction in the manner stipulated by this Agreement, subject to the relevant Card association rules.

47 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.

**5. CHARGES**

51 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.

52 The Company will issue to the Cardholder a monthly statement ("Statement") of the Account setting out details of all Transactions and Charges ("Statement Balance") and the date by which payment must be made ("Payment Due Date"). However, the Company may not issue a Statement to Cardholder if there has been no Transaction since the last Statement, and the credit or debit balance is less than such amount as may be determined by the Company from time to time (currently HKD2000).

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

- (a) Minimum Payment Due
- (b) The "Minimum Payment Due" as shown on the Statement ("Minimum Payment Due") although the Cardholder may pay any larger sum he wishes.
- (c) Credit Excess
- (d) In addition to the Minimum Payment Due, the Company may, notwithstanding any imposition of over limit charges or instant temporary Customer Credit Limit upgrade fee, require payment of any or all of the excess beyond his Customer Credit Limit, if for whatsoever reason the Cardholder has been allowed to incur such excess.
- (e) Cash Advance Fee and Charge
- (f) A cash advance fee as shown in the Fees Schedule will be charged on each cash advance drawn by the Cardholder and the aggregate amount of the cash advance (including the cash advance fee) will be subject to the applicable finance charge from the date when the cash advance is drawn until the entire amount of the outstanding cash advance balance is credited to the Account. All finance charges will be calculated and accrued on a daily basis. The total of cash advance fee and finance charge will be shown as a cash advance charge on the Statement in an Annualized Percentage Rate which is calculated according to the Net Present Value

- (d) Finance Charge
- (e) 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 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 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.
- (f) Late Charge
- (g) 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.
- (h) Service Fee
- (i) 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.
- (j) Return Check / Reject Autopay Fee
- (k) A return handling fee as specified in the Fees Schedule will be charged for any check issued in settlement of account which is dishonoured by the bank on which it is drawn or in relation to any autopay authorization which is either dishonoured or cancelled.
- (l) Lost Card Replacement Fee
- (m) A handling fee as specified in the Fees Schedule will be charged for the issuance of any replacement Card.
- (n) Collection Fee
- (o) If payment is made by the Cardholder in a currency other than Hong Kong dollars, the Account will only be credited with such payment after its receipt and deduction of all collection costs.
- (p) Over Limit Charge
- (q) An over limit charge as specified in the Fees Schedule will be charged if the credit used exceeds the Customer Credit Limit.
- (r) Charge Dispute Handling Fee
- (s) A charge dispute handling fee as specified in the Fees Schedule will be imposed if any dispute proved to be invalid after investigation.

(i) Default Finance Charge

The Company will review the Account monthly to determine whether default finance charge is chargeable to the Account. If the Minimum Payment Due is not received by the Company on or before the Payment Due Date specified in any Statement, a default finance charge as stated in the Fees Schedule will be charged (instead of the finance charge) on the unpaid balance of the second following Statement as well as all new Transactions incurred from the date of the second following Statement notwithstanding that all such new Transactions will not be payable until the Payment Due Date specified in that Statement. Such default finance charge will continue to apply until the respective Minimum Payment Due in any 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.

(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 Installment Plan Cancellation Handling Fee

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

(t) Paper Statement Fee

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

54 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 from within a range of wholesale market rates on the conversion day. A handling charge as specified in the Fees Schedule will also be charged on such transactions.

55 The Cardholder agrees that it is the Cardholder's sole responsibility to ensure that every Statement is received in due time and to inquire with and obtain the same from the Company forthwith if not duly received. The Cardholder undertakes to verify the correctness of each Statement and to notify the Company within 60 days from the date of the Statement of any discrepancies, omissions, errors or wrong or incorrect entries or details. At the end of each such period, the Company's records and the details of the Statements shall be conclusive evidence against the Cardholder without any further proof that they are correct except as to any alleged errors or 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 wrong or mistakenly made by the Company.

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

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

**6. PAYMENT OF CHARGES**

61 Payments to the Company may be made by such means as the Company will from time to time stipulate. If payments are made through a customer activated terminal or of other payment means acceptable to the Company, such payments will be subject to the Company's terms and conditions from time to time applicable thereto, including those set out in transaction records and deposit envelopes used in connection therewith applicable from time to time. Cash deposits through a customer activated terminal of the Company will be credited to the Account in the amount confirmed by the cash count of the Company's staff members or its agents.

62 If the Cardholder fails to pay any sum due or payable hereunder, the Company may appoint debt collection agencies to collect the same. If the Company has incurred any legal or collection fees or other expenses for the purpose of demanding, collecting or suing to recover any sum payable hereunder from the Cardholder or other remedies resulting

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

**7. LOSS OR THEFT OF THE CARD**

71 The Cardholder shall observe and follow any recommendation of the Company from time to time regarding the security of the Card, Enabled Device and the PIN (including without limitation those provided in Clause 15). The Cardholder must inform the Company as soon as reasonably practicable through the Company's CitiPhone Bankers 2860 0333 / Platinum Service Line 2860 0360 (for Citibank Platinum Cardholders only) / Ultima Service Line 2860 0308 (for Citibank Ultima Cardholders only) if any Card or Enabled Device is lost or stolen or when someone else knows his PIN.

72 The Cardholder shall be fully liable for any transactions (whether or not authorized by him) effected by the use of the Cards before he has informed the Company that the Card / Enabled Device/PIN has been lost or stolen or that someone else knows the PIN.

73 The Cardholder will not be obliged to issue a replacement Card to the Cardholder if his Card is lost or stolen. If the Company agrees to issue a replacement Card, its use will be subject to the terms of this Agreement.

**8. RIGHTS OF THE COMPANY**

81 The Cardholder hereby agrees that the Company may, at any time and without prior notice, set off or transfer any monies standing to the credit of the Cardholder's account loan with the Company and bank accounts with the Company or Citibank, N.A. (Hong Kong Branch (each a "Citi Paying Entity")) to undertake to the other (each a "Citi Creditor") to discharge any indebtedness which the Cardholder owes to a Citi Creditor upon the written demand of that Citi Creditor certifying to the Citi Paying Entity that the Cardholder has failed to discharge any such indebtedness on its due date. The Cardholder undertakes to indemnify each of the Citi Paying Entities against all losses and liabilities which any of you may incur in connection with such undertaking.

82 Save where Clause 14 (Cardholder who banks with Citibank, N.A., Hong Kong Branch) applies, the Cardholder requests each of the Company and Citibank, N.A. (Hong Kong Branch (each a "Citi Paying Entity")) to undertake to the other (each a "Citi Creditor") to discharge any indebtedness which the Cardholder owes to a Citi Creditor upon the written demand of that Citi Creditor certifying to the Citi Paying Entity that the Cardholder has failed to discharge any such indebtedness on its due date. The Cardholder undertakes to indemnify each of the Citi Paying Entities against all losses and liabilities which any of you may incur in connection with such undertaking.

83 Any Card issued to the Cardholder is and remains the property of the Company, and is not transferable. The Cardholder will promptly return all Cards on demand.

84 The Cardholder agrees that (a) the Company, (b) any of its Group Companies, and/or (c) any of its Third Party Providers may without or deduct any collected amount, meaning an amount for or on account of, or which represents, withholding, income tax, value added tax, tax on the sale or disposition of any property, duties, or any other lawfully collected amount (the "Collected Amount"), which is required to be withheld or deducted to comply with any Law or Regulation from any payment to the Cardholder, or to for from the Account or any of the Cardholder's accounts. Any Collected Amount shall be timely paid to the relevant Authority in accordance with the relevant requirement. The Cardholder will be notified of any Collected Amount as soon as reasonably practicable. The Cardholder acknowledges that the Company will not be required to reimburse the Cardholder for any amount withheld or deducted by a Payment Infrastructure Provider. Further, to the extent the Company or any of its Group Companies or its Third Party Service Providers pays or has paid from its own funds or is or should have been required to make a payment to an Authority in respect of an amount that would have been, but was not, a Collected Amount, the Cardholder will indemnify the Company for such payment, plus any interest and penalties thereon. The Cardholder understands that the Company is not required to contest any demand made by an Authority for such payment.

**9. PERSONAL DATA**

91 The Cardholder hereby agrees that all personal data relating to the Cardholder collected by the Company from time to time may be used, held, disclosed, and/or transferred to any of the Group Companies and Third Party Service Providers and such persons whether in or outside Hong Kong as set out in the Policy Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force available by the Company to its customers from time to time for the purposes as stated in the said Policy Statement and the Authorities for compliance with any Law or Regulation or as required by or for the purpose of any court, legal process, audit or investigation of any Authority. The Cardholder shall apply notwithstanding any applicable non-disclosure agreement. The Cardholder acknowledges that the Company may use and disclose information or records may be transferred to jurisdictions which do not have strict data protection or data privacy laws.

92 The Cardholder hereby agrees that the Policy Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force shall in all respects apply in relation to the Card and the Account and any matter arising therefrom or incidental thereto.

93 The Cardholder 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 Companies to comply with any Law or Regulation.

94 The Cardholder acknowledges, agrees and consents to the collection, use, disclosure, exchange and transfer from time to time of personal data contained in the card application and relating to use of the Card by the Cardholder (including purchase transactions data and credit card transactions data relating to my purchases with HKTVMall and any other merchants (including but not limited to date, amount and merchant information)) (collectively "Co-Brand Card Data") to, by and between the Company and HKTVMall for the purposes of (i) considering and processing Application, (ii) operation of the Card, (iii) registration and operation of HKTVMall Membership Program, (iv) analysis of customer behavior and usage patterns; (v) conducting promotions and/or marketing of offers related to the Card; (vi) where the Company is the data user) for all purposes as disclosed in the Company's Policy Statement relating to the Personal Data (Privacy) Ordinance; and (vii) any other purposes relating to the aforementioned purposes. Each of the Company and HKTVMall shall be solely responsible for using and handling such data transferred to it in accordance with its respective privacy policies and practices and the applicable legal and regulatory requirements.

**10. E-STATEMENT /E-ADVICE SERVICES**

101 By enrolling for and using the service in which an electronic form of statement of accounts and/or designated advice of accounts) will be made available by electronic means (the "e-Statement Service" & "e-Advice Service" respectively), the Cardholder accepts and agrees to be bound by this Clause 10. Upon enrollment for the e-Statement Service and/or the e-Advice Service, the Cardholder 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-advise from time to time). The Cardholder agrees to abide by any and all laws, rules, regulations and official assurances applicable to the e-Statement Service and/or the e-Advice Service (as the case may be), now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services the Company may from time to time make available to the Cardholder in connection with the e-Statement Service and/or the e-Advice Service.

102 The Cardholder 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 designated email address shall be deemed to be delivery of the relevant Statement and/or designated advice to the Cardholder. The Company may, at its sole discretion and notwithstanding the Cardholder's enrollment for the e-Statement Service and/or e-Advice Service, send any Statement and/or advice to the Cardholder'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 registered email address or for any other reason.

103 The Company has the discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the e-Statement Service and/or e-Advice Service without giving any reason or prior notice. The Company reserves the right to impose such fee(s) for the e-Statement Service and/or e-Advice Service from time to time at its sole discretion at any time by giving prior notice to the Cardholder.

104 The Cardholder understands that the e-Statement Service and/or e-Advice Service are available to him provided that he has appropriate internet access and telecommunications services and equipment. The Cardholder shall keep such equipment used for the e-Statement Service and/or e-Advice Service secure.

105 The Cardholder undertakes to provide to the Company with his updated and correct email address in order to use the e-Statement Service and/or e-Advice Service.

106 Upon reasonable attempt, failing to send emails in connection with the e-Statement Service and/or e-Advice Service to the Cardholder with reasonable reply, the e-Statement Service and/or e-Advice Service will be automatically cancelled and the Company will resume sending Statements and/or advice in paper form to the Cardholder.

107 To cancel enrollment for the e-Statement Service and/or e-Advice Service, the Cardholder shall give prior notice at least 10 working days before the next Statement / advice date through Citibank online banking or at least 15 working days through CitiPhone Banking at (852) 2860 0333 / Platinum Service Line 2860 0360 (for Citibank Platinum Cardholders only) / Ultima Service Line 2860 0308 (for Citibank Ultima Cardholders only) / Citi Prestige Service Line at 2860 0338 (for Citi Prestige Cardholders only) or Citibank branches. Upon cancellation of enrollment for the e-Statement Service and/or e-Advice Service, the Company will resume sending Statements and/or advice in paper form to the Cardholder.

108 The Cardholder agrees that the Cardholder shall incur, including without limitation, any loss or damage or expenses that the Cardholder shall incur, including without limitation, any loss or damage

caused to the Cardholder data, software, computer, telecommunications equipment or other equipment in connection with the Cardholder's use of the e-Statement Service and/or e-Advice Service unless they are caused solely and directly by the Company's negligence or willful default.

109 The Cardholder agrees that the Company shall use reasonable effort to ensure that the e-Statement Service and/or e-Advice Service are secure and cannot be accessed by unauthorized third parties. However, the Cardholder acknowledges that the Company does not warrant the security, secrecy or confidentiality of any information transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction to the e-Statement Service and/or e-Advice Service. The Cardholder confirms that he understands and accepts all possible risks involved in using the e-Statement Service and/or e-Advice Service including, without limitation, the e-Statement Service and/or e-Advice Service being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the Cardholder's authorization.

1010 The e-Statement Service and e-Advice Service use proprietary software of the Company, the Company's affiliates or other software suppliers. The Cardholder agrees that the Company has granted the Cardholder a non-exclusive license to use this software in connection with the e-Statement Service and/or e-Advice Service that allows the Cardholder to use such software only for its intended purposes. The Cardholder agrees that he shall not disseminate, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.

**11. CITI ALERTS SERVICE**

111 The Cardholder agrees that by enrolling for and using the service(s) wherein the Company will send alerts via electronic means ("Citi Alerts Services"), the Cardholder accepts and agrees to be bound by this Clause 11 and to pay any fee associated with the use of the Citi Alerts Services. The Cardholder agrees to abide by any and all laws, rules, regulations and official assurances applicable to the Citi Alerts Services, now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services the Company may from time to time make available to the Cardholder in connection with the e-Statement Service and/or the e-Advice Service.

112 The Cardholder is responsible for the security of his telecommunications equipment and must take all reasonable precautions to prevent anyone else from accessing any confidential information and the Company is not liable for any disclosure of confidential information.

113 The Cardholder 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 acknowledges that the Company does not warrant the security, secrecy or confidentiality of any information transmitted via the Citi Alerts Services. The Cardholder confirms 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 Cardholder's authorization.

114 The Cardholder acknowledges that any information received by the Cardholder via his telecommunications equipment pursuant to the Citi Alerts Services is for his (and not any other persons) reference only, and shall not be taken as conclusive evidence of the matters to which it relates.

115 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 of delay in transmitting information to the Cardholder or for any error or inaccuracy in such information unless it results from any negligence or willful default on the part of the Company or of such telecommunications company, in particular, the Cardholder understands that neither the Company nor any such telecommunications company shall assume any liability or responsibility for consequences arising from any cause beyond its reasonable control including, without limitation, failure of the Cardholder's telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, internet service provider failure, power failure, malfunction, breakdown, interruption or unavailability of equipment or installation, act of God, government act, civil commotion, strike, war, fire, flood or explosion.

116 The Cardholder understands the third party supporting the Citi Alerts Services (including the telecommunications company designated by the Company) is neither agency of the Company nor representing the Company, and there is no co-operation, partnership, joint venture or other relationship with the Company and the Company is not responsible for any loss caused by such third party including system operator.

117 The Citi Alerts Services use proprietary software of the Company, the Company's affiliates or other software suppliers. The Cardholder agrees that the Company has granted the Cardholder a non-exclusive license to use this software in connection with the Citi Alerts Services which allow the Cardholder to use such software only for its intended purposes. The Cardholder agrees that he shall not disseminate, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.

**12. CANCELLATION**

121 The Company reserves the right to void at any time withdraw, suspend, extend or modify any of the facilities or services provided to the Cardholder, 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. Without limiting the Company's rights as aforesaid and as an illustration, any such right is likely to be exercised if the Cardholder is in breach of any of the terms of this Agreement, fails to pay any amount when due, or in connexes 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.

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

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

124 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 in substitution for the Card, for which the Cardholder shall be fully responsible and liable and

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

126 Either the Principal Cardholder or a Supplementary Cardholder 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 will be liable for any transactions made using the Supplementary Card until it has been cut or returned and the Company is able to implement the procedures applicable to terminated credit cards, whichever is later.

**13. AMENDMENTS**

131 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 prior notice. Amendments will take effect on such date as stipulated by the Company in accordance with the applicable code of practice.

132 If the Cardholder does not accept the Company's amendments, the Cardholder will discontinue the Account by written notice to the Company and any Group Company if it reasonably considers necessary to comply with any Law or Regulation.

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

134 CARDHOLDER WHO HAS AN ACCOUNT WITH THE COMPANY AND/OR CITIBANK, N.A., HONG KONG BRANCH

This clause applies when the Cardholder 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.

142 The Citibank Terms and Conditions for Accounts and Services (as amended or supplemented from time to time) (the "CTC") shall be incorporated in this Agreement by reference and in case of any inconsistency between the CTC and the terms of this Agreement, the terms of this Agreement shall prevail in respect of any services and/or arrangement to be provided by the Company in respect of the Card provided that, notwithstanding the foregoing, clauses 12.3, 12.4 and 12.5 of clause 12 (Charge, Lien, Set Off) of the CTC (each, a "CTC Applicable Clause") shall prevail over any term of this Agreement relating to the right of set off, combination or consolidation of account or indemnity and the reference in a CTC Applicable Clause to:

(a) "you"

**Citi Octopus Credit Card Agreement**  
**TERMS AND CONDITIONS**  
(Effective on December 31, 2022)

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

1. **CARDHOLDER'S INFORMATION**  
1.1 The Cardholder understands that the Company issues the Card on the basis that information provided by the Cardholder is and will remain true and correct. The Cardholder will inform the Company immediately in writing upon any change of such information including that an employment, business or residential address, permanent residence or telephone number.  
1.2 The Cardholder agrees to the Company recording the telephone conversations between the Cardholder and the Company.

2. **USE OF CARD**

2.1 The Cardholder 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 is a part of the Customer Credit Limit) assigned by the Company from time to time at its discretion ("Cash Advance Limit"); (e) not exceed the loan limit assigned by the Company from time to time at its discretion ("Loan Limit"); and (f) not use the Card after it is withdrawn, cancelled or malfunctioned.  
2.2 The Cardholder 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 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.  
2.3 When using the Card, the Cardholder should ensure that the signature in the sales draft is the same as the signature appearing on the application form (or such other documents as may be prescribed by the Company) and the Card for the Company's verification purpose. For the avoidance of doubt, failure to do so will not relieve the Cardholder from liability for the use of the Card. The Cardholder should ensure that the signature on the application to the Company if he wants to adopt a new signature for the use of his Card.  
2.4 The Card may be used as a credit card and/or as an Octopus stored value card as specified in Clause 3 below.

3. **TRANSACTIONS EFFECTED THROUGH CARD**

3.1 **Credit card functionality**

3.1.1 The Card may be used at any branch of the Company and other financial institutions and merchants, which accept the Card for effecting purchases of goods and services, drawing of cash advance, payment of the Cardholder's outstanding accounts and such other credit card facilities or services as the Company may from time to time provide or arrange. The Card may also be used by the Cardholder by applying for a loan under any applicable 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).

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

by the Company from time to time.

3.2. **Octopus stored value card functionality**

3.2.1 The physical Card may be used as an Octopus stored value card ("Physical Octopus Card"). Such use is provided by Octopus Cards Limited ("OCL") and is subject to the Conditions of Issue of Octopus issued and amended by OCL from time to time ("Conditions of Issue").

3.2.2 The value stored in the Physical Octopus Card (regardless of whether it is for the Principal Cardholder or Supplementary Cardholder) shall be automatically reloaded through the Automatic Add Value Service ("AAVS"), and the reloading amount shall be charged against the Account of the Principal Cardholder. The AAVS is subject to the Octopus Automatic Add Value Agreement between the Cardholder and OCL ("Octopus Automatic Add Value Agreement"). The Cardholder may not cancel the AAVS unless terminated together with the Card itself) nor link the Card to another Octopus stored value card (except Citi Octopus Card on iPhone or Apple Watch) through AAVS.

3.2.3 Citi Octopus Card on iPhone or Apple Watch

If and when the service is available, the Cardholder may add the Octopus stored value card function of the Card (without credit card function) onto Apple Pay via Octopus mobile application. This form of Octopus stored value card is referred to as "Citi Octopus Card on iPhone or Apple Watch". The Cardholder understands and agrees that:

- (a) Citi Octopus Card on iPhone or Apple Watch is an additional Octopus stored value card (in virtual form) and is separate from, and does not share the value stored in, the Physical Octopus Card;
- (b) Citi Octopus Card on iPhone or Apple Watch is provided by OCL and is subject to the Conditions of Issue, as well as other terms and conditions imposed by OCL;
- (c) each Cardholder may only add one Citi Octopus Card on iPhone or Apple Watch onto one mobile wallet at any one time;
- (d) Citi Octopus Card on iPhone or Apple Watch is not a credit card but is a stored value card;
- (e) in the event of malfunction, termination or cancellation of the Citi Octopus Card on iPhone or Apple Watch, the negative value stored on the Cardholder's iPhone or Apple Watch shall be debited from the Account of the Principal Cardholder and, if applicable, any unused remaining value stored in the Citi Octopus Card on iPhone or Apple Watch shall be refunded to the Account of the Principal Cardholder without prior notice; and
- (f) the value stored in the Citi Octopus Card on iPhone or Apple Watch shall be automatically reloaded through the AAVS, and the reloading amount shall be charged against the Account of the Principal Cardholder. The AAVS is subject to the Octopus Automatic Add Value Agreement. The Cardholder may not cancel the AAVS linked to the Citi Octopus Card on iPhone or Apple Watch (unless terminated together with the Card).

3.3 The Cardholder is not authorized to use the Card to take part in any illegal acts (including unlawful internet gambling). The Company reserves the right to decline processing or paying any Transaction which the Company suspects to be involved in illegal gambling or which may be illegal under any applicable laws. The Company further reserves the right to refuse to process or pay any Transaction if the Company reasonably believes that by processing or paying the Transaction, (a) the Company, (b) Citigroup Inc. and its group of companies, including the Company (the "Group Companies"), and/or (c) any third party selected by the Company or any of its Group Companies to provide services to it and who is not a payment infrastructure provider (meaning a third party that forms part of the global payment system infrastructure, including without limitation, communications, clearing or payment systems, intermediary banks and correspondent banks (the "Payment Infrastructure Provider")) (the "Third Party Service Providers") may break (i) the law or regulation of any jurisdiction, domestic or foreign, or (ii) any agreement entered into between the Company and any competent regulatory, prosecuting, 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 for any loss or damage suffered by the Cardholder resulting in any way from a refusal to process or pay a Transaction under this clause.

3.4 Notwithstanding any provision in this Agreement, if an unauthorized

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transaction is reported in accordance with this Agreement before its settlement date, Cardholder 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. After investigation is completed on good faith and if the investigation report shows that the report was unfounded, the Company has the right to reimpose 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.  
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 relation to the goods or services for any reason whatsoever, including without limitation the cessation of business or bankruptcy or winding-up of the merchant, Cardholder remains liable to pay the full amount of the Transaction, subject to the relevant Card association rules.  
3.6 Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the merchant by the Cardholder. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder remains liable to repay the entire amount of the Transaction in the manner stipulated by this Agreement, subject to the 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 quality, warranty, delivery, supply, installation, ownership, any intellectual property or 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**

4.1 The Company will maintain an account ("Account") in respect of the Card to which the values of all Transactions and all charges, fees, interests, outstanding balances and other sums payable ("Charges") will be debited.  
4.2 The Company will issue to the Cardholder a monthly statement ("Statement") of the Account setting out details of all Transactions and Charges ("Statement Balance") and the date by which payment must be made ("Payment Due Date"). However, the Company may not issue a Statement to Cardholder if there has been no Transaction since the last Statement, and the credit or debit balance is less than such amount as may be determined by the Company from time to time (currently HKD200.00).

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

- (a) **Minimum Payment Due**  
The "Minimum Payment Due" as shown on the Statement ("Minimum Payment Due") although the Cardholder may pay any larger sum he wishes.
- (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 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 and the aggregate amount of the cash advance (including the cash advance fee) will be subject to the applicable finance charge rate 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 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 incurred in the Previous Statement up to the date until full payment is credited to the Account. All new Transactions incurred since the Previous Statement date (except for Transactions relating to the subscription or purchase of any investment product with the Company) will be added to the unpaid balance for the purpose of assessing finance charge as from the respective dates of such Transactions notwithstanding that such Transactions will not be payable until the Payment Due Date stated in the current Statement. All finance charges will be calculated and accrued on a daily basis.

(e) **Late Charge**  
A late charge as specified in the Fees Schedule is charged if the full amount of Minimum Payment Due is not received by the Company on or before the Payment Due Date.

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

(g) **Return Charge / Reject Autopay Fee**  
A return handling fee as specified in the Fees Schedule will be charged for any check issued in settlement of account which is 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 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.

(l) **Default Finance Charge (If applicable)**  
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 the 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 upgrade credit limit granted to the Cardholder.

(r) **Dynamic Currency Conversion Fee**  
A dynamic currency conversion fee as specified in the Fees Schedule will be charged by request for use of 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 Installment Plan Cancellation Handling Fee**  
A handling fee as specified in the Fees Schedule will be charged in the event of cancellation of Merchant Installment Plan.

(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 from within a range of wholesale market rates on the conversion day. A handling charge as specified in the Fees Schedule will also be charged on such transactions.  
4.5 The Cardholder agrees that it is the Cardholder's sole responsibility to ensure that every Statement is received in due time and to ensure with and obtain the same from the Company forthwith if not duly received. The Cardholder undertakes to verify the correctness of each Statement and to notify the Company within 60 days from the date of the Statement of any discrepancies, omissions, errors or wrong or incorrect entries or details. At the end of each such period, the Company's records and the details of the Statements shall be conclusive evidence against the Cardholder without any further proof that they are correct except as to any alleged errors so notified and subject to the Company's right to adjust and amend the Statement as may be exercised by the Company at any time) any entries or details wrongly or mistakenly made by the Company.  
4.6 Where Supplementary Card(s) is/are issued, the Company may:  
(a) set-off the credit balance in any other account(s) of the Principal Cardholder with the Company against the outstanding balance of such Supplementary Card due from each Supplementary Cardholder to the Company; and  
(b) only set-off the credit balance in any other account(s) of a Supplementary Cardholder with the Company against the outstanding balance of the Supplementary Card due from such Supplementary Cardholder to the Company.

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

5. **PAYMENT OF CHARGES**

5.1 Payments to the Company may be made by such means as the Company will from time to time stipulate. If payments are made through a customer activated terminal or other payment means acceptable to the Company, such payments will be subject to the Company's terms and conditions from time to time applicable thereto, including those set out in transaction records and deposit endorsements used in connection therewith applicable from time to time. Cash deposits through a customer activated terminal of the Company will be credited to the Account in the amount confirmed by the cash count of the Company's staff members or its agents.  
5.2 If the Cardholder fails to pay any sum due or payable hereunder, the Company may appoint debt collection agencies to collect the same. If the Company has incurred any legal or collection fees or other expenses for the purpose of demanding, collecting or suing to recover any sum payable hereunder from

the Cardholder or other remedies resulting from the breach or non-compliance with any term of this Agreement, the Cardholder will reimburse the Company all such legal fees as saved by the court on a common fund basis (fees and disbursements which are of a reasonable amount and reasonably incurred) unless otherwise agreed. Other reasonable fees and expenses (including the fees of the debt collection agencies) reasonably incurred in the recovery to be reimbursed by the Cardholder up to a maximum of 30% of the original outstanding sum.

5.3 The Cardholder will directly settle disputes between merchants and the Cardholder for goods and services purchased. The Company will not be responsible for goods and services supplied by merchants or for refusal of any merchant to accept or honour any Card. Credits to the Account for refunds made by merchants will be made only when the Company receives a properly issued credit voucher.

5.4 The Cardholder will directly settle disputes between Octopus and the Cardholder for any matters in relation to Octopus stored value card function or transactions in relation thereto. The Company shall not be responsible for any such matters.

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

5.6 Payments and any other amounts payable by the Cardholder to the Company (including but not limited to: (1) legal and debt collection fees; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, over limit charges, service, return check / reject autopay, card replacement and charge dispute handling fees; (5) outstanding instalments of any Plan or other installment programs of the Company; and (6) the outstanding principal amount of other Transactions (where such Transactions are subject to different finance charge rates, in the application order from the Transactions with the highest rate to the lowest rate); or in any other order as the Company considers appropriate without prior reference to the Cardholder.

5.7 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.

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

6. **LOSS OR THEFT OF THE CARD**

6.1 The Cardholder shall observe and follow any recommendation of the Company from time to time regarding the security of the card and the PIN. The Cardholder must inform the Company as soon as reasonably practicable through the Company's CitiPhone Banking 2860 0333 / Platinum Service Line 2860 0360 (for Citibank Platinum Cardholders only) / Ultima Service Line 2860 0308 (for Citibank Ultima Cardholders only) if any card is lost or stolen or when someone else knows his PIN.  
6.2 The Cardholder shall be fully liable for any transactions (whether or not authorized by him) effected through the use of the Card before he has informed the Company that the Card / PIN has been lost or stolen or that someone else knows the PIN. However, provided that the Cardholder has not acted fraudulently, with gross negligence or in breach of Clause 6.1, the Cardholder's maximum liabilities for such unauthorized transactions shall not exceed HKD500.00. The application of the aforesaid limitation on liability of the Cardholder does not apply to loss related to transactions resulting from (i) use of Card in an automated teller machine (whether or not such device is that of the Company); or (ii) use of the Octopus stored value card function on the Card or Citi Octopus Card on iPhone or Apple Watch (if applicable).

6.3 The Company will not be obliged to issue a replacement Card to the Cardholder if his Card is lost or stolen. If the Company agrees to issue a replacement Card, its use will be subject to the terms of this Agreement.

6.4 The Cardholder shall report lost or stolen Citi Octopus Card on iPhone or Apple Watch to OCL immediately in accordance with the Conditions of Issue and/or such other instructions issued and amended by OCL from time to time.

7. **SUCH OTHER THE COMPANY**

7.1 The Cardholder hereby agrees that the Company may, at any time and without

Bank's Policy Statement relating to Personal Data (Privacy) Ordinance ("Policy Statement").

In addition, the Bank may by itself, or via its service providers, use BDAI for:

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

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 consumer credit data transmitted through or stored in the centralized database of the credit reference platform ("CRP"). You understand, acknowledge and agree that Citibank is not operator 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 operators or use of CRP by any person or party;
- (b) any breach of obligation, fraud, willful default or negligence by any CRAs, any other credit providers, or any owners, operators, service providers or other participants of the MCRA Model or CRP. You also agree and accept that owners and operators of the CRP shall not be liable for any loss or damage arising from any use of the CRP by any person or party.

15. **MERCHANT INSTALLMENT PLAN**

15.1 The following terms and conditions shall govern Merchant Installment 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.  
15.2 The Merchant Installment Plan (the "Plan") is a loan (the "Loan") provided by the Company at its absolute discretion and is only applicable to the Cardholder 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 irrevocably authorizes the Company to pay the full Plan Transaction amount ("Loan Amount") to the Merchant in one lump sum (which may be applied to all 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 of the next calendar day if there is no such day) and the Merchant will debit the Loan Amount in full up to date. 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, a Merchant Installment 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;  
(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 Instalments. Each instalment is irrevocable and will be debited monthly from the Account until full payment of the Loan Amount. The Company will proportionally restore the Customer Credit Limit every month after payment of each instalment by Cardholder. As such, only the outstanding instalment amount shall be subject to the Customer Credit Limit. Any return or exchange of products will not affect the payment obligations under the Plan;

(d) the Plan cannot be used in conjunction with any other promotional offers as determined by the Company and the Merchant in their sole discretion. All matters and disputes relating to the Plan are subject to the final decision of the Company.  
(e) payment of each instalment 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, should the Cardholder cancel the Account, Loan Amount in full to the Company and is liable for all charges, including without limitation to charges on overdue payments, in accordance with the terms of this Agreement;

(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; or (ii) withdraw or cancel the Plan/Loan/Account. Upon the occurrence of any of the aforementioned events, the Cardholder cancels the Account. Cardholder shall immediately repay all outstanding liabilities under the Account, including without limitation any amount outstanding under the Loan, to the Company.

(g) 15% of the billed instalment 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 instalment 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 your monthly Statement of Account by the Payment Due Date every month until you have paid all instalments.

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 instalment due in current Statement of Account will be subject to the daily Finance Charge as set out in the Statement of Account from the Instalment Date till one day before you pay the current outstanding balance in full.

ii. any unpaid portion of your previous monthly instalment(s) in your current Statement of Account, will be subject to daily Finance Charge as set out in the Statement of Account from one day after the current Statement of Account is issued until the date you pay the current outstanding balance in full.

Please note that the Loan will be more than the scheduled term to pay off in full if only Minimum Payment Due is paid. The Minimum Payment Due includes only 15% of billed instalment, which is also specified in Clause 15.2 (g) of this Agreement and please refer to Clause 5.6 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 (f) of this Agreement for the charging logic of the Default

prior notice, set off or transfer any monies standing to the credit of the Cardholder's account with the Company and bank accounts with the Company or Citibank, N.A. of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all sums due to the Company in connection with the Card in whatever currency, insofar as any of the sums may only be due to the Company contingently or in future. The Company's and Citibank, N.A.'s liability to the Cardholder to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event.

7.2 Save where Clause 13 (Cardholder who banks with Citibank, N.A., Hong Kong Branch) applies, the Cardholder requests each of the Company and Citibank, N.A., Hong Kong Branch (each, a "Citi Paying Entity") to undertake to the other (each, a "Citi Creditor") to discharge any indebtedness which the Cardholder owes to a Citi Creditor upon the written demand of that Citi Creditor certifying to the Citi Paying Entity that the Cardholder has failed to discharge any such indebtedness on its due date. The Cardholder undertakes to indemnify each of the Citi Paying Entities against all losses and liabilities which any of you may incur in connection with such undertaking.

7.3 Any Card issued to the Cardholder is and remains the property of the Company, and is not transferable. The Cardholder will promptly return all Cards on demand.  
7.4 The Cardholder 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 ("Collected Amount"), which is required to be withheld or deducted to comply with any Law or Regulation, from any payment to the Cardholder, or to or from the Account or any of the Cardholder's accounts. Any Collected Amount shall be timely paid to the relevant Authority in accordance with the relevant requirement. The Cardholder will be notified of any Collected Amount as soon as reasonably practicable. The Cardholder acknowledges that the Company will not be required to reimburse the Cardholder for any amount withheld or deducted by a Payment Infrastructure Provider. Further, to the extent the Company or any of its Group Companies or its Third Party Service Provider 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 will indemnify the Company for such payment, plus any interest and penalties thereon. The Cardholder understands that the Company is not required to contest any demand made by an Authority for such payment.

8. **PERSONAL DATA**

8.1 The Cardholder hereby agrees that all personal data relating to the Cardholder 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 Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force available by the Company to its customers from time to time for the purposes as stated in the said Policy Statement and the Authorities for compliance with any Law or Regulation of the Company for the purpose of any court, legal process, audit or investigation of any Authority. The aforesaid shall apply notwithstanding any applicable non-disclosure agreement. The Cardholder acknowledges that such personal data and account information or records may be transferred to jurisdictions which do not have strict data protection or data privacy laws.

8.2 The Cardholder hereby agrees that the Policy Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force shall in all respects apply in relation to the Card and the Account and any matter arising therefrom or incidental thereto.

8.3 The Cardholder 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 Companies 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) will be made available by electronic means (the "e-Statement Service" & "e-Advice Service")

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/credit-cards/pdf/fee-schedule.pdf>

(i) Points, Octopus Cash or Cash Rebates will be credited monthly corresponding to the Instalment 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").  
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 instruction 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 days 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 replacement, the Cardholder/ Cardmember is responsible for reinstating all relevant Recurring Card Instructions(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 cancel or change the details of his Recurring Card Instructions. Without prejudice to Cardholder/Cardmember's aforesaid responsibility, if the relevant Card association provides the service of updating certain designated Merchants of such Card cancellation or Card details change and 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 Cardholder/ Cardmember does this, the replacement Card will continue to be debited in accordance with the Recurring Card Instruction(s) 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 Customer 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 this Agreement and applicable law, 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.

respectively, the Cardholder accepts and agrees to be bound by this Clause 9. Upon enrolment for the e-Statement Service and/or the e-Advice Service, the Cardholder 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](http://www.citibank.com.hk/e-advice) from time to time). The Cardholder agrees to abide by any and all laws, rules, regulations and official issuances applicable to the e

**Citi The Club Credit Card Agreement TERMS AND CONDITIONS**  
(Effective on December 31, 2022)

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

**1. DEFINITIONS AND INTERPRETATION**

1.1 Unless the context otherwise requires, the following expressions shall have the following meanings in this Agreement:

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

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

1.3 The Cardholder agrees to the Company recording the telephone conversations between

the Cardholder and the Company.

**3. USE OF CARD**

- 3.1 The Cardholder will (a) sign the plastic Card upon receipt (adopting the same signature in the application Card and on 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; (d) not exceed the Company from time to time at its discretion ("Customer Credit Limit"); (e) 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"); (f) not exceed the payment limit assigned by the Company from time to time at its discretion ("Loan Limit"); and (g) not use the Card after it is withdrawn, cancelled or malfunctioned.
- 3.2 The Cardholder will keep any PIN in connection with the use of the Card strictly confidential and immediately inform the Company if the PIN is known to any other person. The Cardholder will accept full and sole responsibility for and 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.
- 3.3 When using the Card, the Cardholder should ensure that the signature in the sales draft is the same as the signature appearing on the application form (or such other documents as may be prescribed by the Company) and the Card for the Company's verification purpose. For the avoidance of doubt, failure to do so will not relieve the Cardholder from liability for the use of the Card. The Cardholder should submit prior written application to the Company if he wants to adopt a new signature for the use of his Card.

**4. TRANSACTIONS EFFECTED THROUGH CARD**

- 4.1 Credit card functionality
  - 4.1.1 The Card may be used at any branch of the Company and other financial institutions and merchants, which accept the Card for effecting purchases of goods and services, drawing of cash advance, payment of the Cardholder's outstanding accounts and such other credit card facilities or services as the Company may from time to time provide or arrange. The Card may also be used by the Cardholder by applying for a loan under any of the credit card loan programs run by the Company from time to time (including, without limitation, "Quick Cash" installment Program, "FlexiBill" installment Program, "PayLife" installment Program, Cash Conversion Program, Balance Transfer Program, Merchant Installment Plan).
  - 4.1.2 The Cardholder will be liable for all Transactions effected through the use of the Card and/or the PIN even if no sales draft is signed by him and/or the Customer Credit Limit or Loan Limit is exceeded and/or without card activation. Types of Transactions effected without the Cardholder's signature may include, without limitation, orders placed by telephone, fax, mail or electronic means, direct debit authorisation, or use of the Card in an automated teller machine (whether or not such a device is that of the Company), at a merchant's point of sale terminal, in a credit card payment or any other device approved by the Company from time to time, or Transactions effected through use of the PIN.
- 4.2 Membership and Rewards
  - 4.2.1 The Cardholder must be a member of The Club and maintain The Club membership account for Clubpoints redemption and usage. In which Principal Cardholder will be awarded with Clubpoints as a reward of spending with the Card by the Principal Cardholder and each Supplementary Cardholder. The Cardholder acknowledges and understands that if he is not an existing member of The Club, he will not be able to conduct any activities relating to his The Club membership (including but not limited to the redemption of Clubpoints, viewing and editing my membership profile or making any purchases at Club Shopping) until Club HKT has approved his application for The Club membership and he has completed the activation process for his The Club membership account.
  - 4.2.2 The Clubpoints earned by both the Principal Cardholder and/or Supplementary Cardholder(s) by spending with the Card will be awarded and credited to The Club membership account of the Principal Cardholder, unless otherwise specified.
  - 4.2.3 Reward of Clubpoints for spending with the Card and all matters relating thereto are governed by the "Citi The Club Credit Card Clubpoints Reward Program" Terms and Conditions and any other applicable terms and conditions, as may be issued or amended from time to time by the Company.
  - 4.2.4 Redemption of Clubpoints, rewards of Clubpoints that are unrelated to spending with the Card and all matters relating to The Club Membership Program are subject to the Terms and Conditions of The Club issued by Club HKT and may be amended by Club HKT from time to time. The Company shall not in any way be responsible or

- 4.3 Notwithstanding any provision in this Agreement, if an unauthorized Transaction is reported in accordance with this Agreement before its settlement date, Cardholder is entitled to 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. After investigation is completed in good faith and the investigation report 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.
  - 4.5 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 relation to the goods or services for any reason whatsoever, including without limitation the cessation of business or bankruptcy or winding-up of the merchant, Cardholder remains liable to pay the full amount of the Transaction, subject to the relevant Card association rules.
  - 4.6 Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the merchant by the Cardholder. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder remains liable to repay the entire amount of the Transaction in the manner stipulated by this Agreement, subject to the relevant Card association rules.
  - 4.7 The Company is neither the provider of the goods and services nor an agent of the merchant, and shall not be responsible for the quality, warranty, delivery, supply, installation, ownership of any intellectual property or 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 applicable services.
- 5. CHARGES**
- 5.1 The Company will maintain an account ("Account") in respect of the Card to which the values of all Transactions and all charges, fees, interests, outstanding balances and other sums payable ("Charges") will be debited.
  - 5.2 The Company will issue to the Cardholder a monthly statement ("Statement") of the Account setting out details of all Transactions and Charges ("Statement Balance") and the date by which payment must be made ("Payment Due Date"). However, the Company may not issue a Statement to Cardholder if there has been no Transaction since the last Statement, and the credit or debit balance is less than such amount as may be determined by the Company from time to time (currently HKD20.00).
  - 5.3 Subject to the Company's right to require the Cardholder to pay the full amount of the Statement Balance on or before the Payment Due Date, the Cardholder will pay to the Company the following sums at such rates as shown in the Citibank Card Card Fees Schedule ("Fee Schedule") or as may be determined by the Company from time to time:
    - (a) Minimum Payment Due

address in order to use the e-Statement Service and/or e-Advice Service.

- 10.6 Upon reasonable attempt, failing to send emails in connection with the e-Statement Service and/or e-Advice Service to the Cardholder with reasonable retry, the e-Statement Service and/or e-Advice Service will be automatically cancelled and the Company will resume sending Statements and/or advice in paper form to the Cardholder.
- 10.7 To cancel enrollment for the e-Statement Service and/or e-Advice Service, the Cardholder shall give prior notice at least 10 working days before the next Statement / advice date through Citibank online banking or at least 15 working days through CitiPhone Banking at (852) 2860 0333 / Platinum Service Line 2860 0360 (for Citibank Platinum Cardholders only) / Ultima Service Line 2860 0308 (for Citibank Ultima Cardholders only) / Citi Prestige Service Line at 2860 0368 (for Citi Prestige Cardholders only) or Citibank branches. Upon cancellation of enrollment for the e-Statement Service and/or e-Advice Service, the Company will resume sending Statements and/or advice in paper form to the Cardholder.
- 10.8 The Cardholder agrees that the Company shall not be liable for any loss, damages or expenses that the Cardholder shall incur, including without limitation, any loss or damage caused to the Cardholder data, software, computer, telecommunications equipment or other equipment in connection with the Cardholder's use of the e-Statement Service and/or e-Advice Service unless they are caused solely and directly by the Company's negligence or willful default.
- 10.9 The Cardholder agrees that the Company shall use reasonable effort to ensure that the e-Statement Service and/or e-Advice Service are secure and cannot be accessed by unauthorized third parties. However, the Cardholder acknowledges that the Company does not warrant the security, secrecy or confidentiality of any information transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction via the e-Statement Service and/or e-Advice Service. The Cardholder confirms that he understands and accepts all possible risks involved in using the e-Statement Service and/or e-Advice Service including, without limitation, the e-Statement Service and/or e-Advice Service being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the Cardholder's authorization.
- 10.10 The e-Statement Service and e-Advice Service use proprietary software of the Company, the Company's affiliates or other software suppliers. The Cardholder agrees that the Company has granted the Cardholder a non-exclusive license to use this software in connection with the e-Statement Service and/or e-Advice Service that allows the Cardholder to use such software only for its intended purposes. The Cardholder agrees that he shall not disseminate, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.

**11. CITI ALERTS SERVICE**

- 11.1 The Cardholder agrees that by enrolling for and using the services) wherein the Company will send alerts and electronic messages ("Citi Alerts Services"), the Cardholder accepts and agrees to be bound by this Clause 11 and to pay any fee associated with the use of the Citi Alerts Services. The Cardholder agrees to abide by any and all laws, rules, regulations and official notices applicable to the e-Statement Service and/or e-Advice Service, including without limitation, the e-Statement Service and/or e-Advice Service, now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services the Company may from time to time make available to the Cardholder in connection with the e-Statement Service and/or e-Advice Service.
- 10.2 The Cardholder 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 designated email address shall be deemed to be delivery of the relevant Statement and/or designated advice to the Cardholder. The Company may, at its sole discretion and notwithstanding the Cardholder's enrolment for the e-Statement Service and/or e-Advice Service, suspend the Statement and/or advice to the Cardholder's designated 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 registered email address or for any other reason.
- 10.3 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 fees) for the e-Statement Service and/or e-Advice Service from time to time at its sole discretion at any time by giving prior notice to the Cardholder.
- 10.4 The Cardholder understands that the e-Statement Service and/or e-Advice Service are available to him provided that he has appropriate internet access and telecommunications services and equipment. The Cardholder shall keep such equipment used for the e-Statement Service and/or e-Advice Service secure.
- 10.5 The Cardholder undertakes to provide to the Company with his updated and correct email

liable for any matters or dealings under or relating to The Club Membership Program.

- 4.2.5 No Citi ThankYou Rewards Points, cash or any other forms of rebates will be granted by the Company for spending with the Card, unless otherwise specified by the Company.
  - 4.3 The Cardholder is not authorized to use the Card to take part in any illegal acts (including unlawful internet gambling). The Company reserves the right to decline processing or paying any Transaction which the Company suspects to be involved in illegal gambling or which may be illegal under any applicable laws. The Company further reserves the right to refuse to process or pay any Transaction if the Company reasonably believes that by processing or paying the Transaction, (a) the Company, (b) CitiGroup Inc. and its Group of companies, including the Company (the "Group Companies"), and/or (c) any third party will be liable by the Company or any of its Group Companies to provide services to it (including, without limitation, Club HKT and its Affiliates) and who is not a payment infrastructure provider (meaning a third party that forms part of the global payment system infrastructure, including without limitation, communications, clearing or payment systems, intermediary banks and correspondent banks) (the "Payment Infrastructure Provider") (the "Third Party Service Providers") may break (i) the law or regulation of any jurisdiction, domestic or foreign, or (ii) any agreement entered into between the Company and any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign (the "Authorities") (to) and/or collectively referred to as the "Law or Regulation"). The Company will not be liable to the Cardholder for any loss or damage suffered by the Cardholder resulting in any way from a refusal to process or pay a Transaction under this clause.
  - 4.4 Notwithstanding any provision in this Agreement, if an unauthorized Transaction is reported in accordance with this Agreement before its settlement date, Cardholder is entitled to 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. After investigation is completed in good faith and the investigation report 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.
  - 4.5 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 relation to the goods or services for any reason whatsoever, including without limitation the cessation of business or bankruptcy or winding-up of the merchant, Cardholder remains liable to pay the full amount of the Transaction, subject to the relevant Card association rules.
  - 4.6 Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the merchant by the Cardholder. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder remains liable to repay the entire amount of the Transaction in the manner stipulated by this Agreement, subject to the relevant Card association rules.
  - 4.7 The Company is neither the provider of the goods and services nor an agent of the merchant, and shall not be responsible for the quality, warranty, delivery, supply, installation, ownership of any intellectual property or 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 applicable services.
- 5. CHARGES**
- 5.1 The Company will maintain an account ("Account") in respect of the Card to which the values of all Transactions and all charges, fees, interests, outstanding balances and other sums payable ("Charges") will be debited.
  - 5.2 The Company will issue to the Cardholder a monthly statement ("Statement") of the Account setting out details of all Transactions and Charges ("Statement Balance") and the date by which payment must be made ("Payment Due Date"). However, the Company may not issue a Statement to Cardholder if there has been no Transaction since the last Statement, and the credit or debit balance is less than such amount as may be determined by the Company from time to time (currently HKD20.00).
  - 5.3 Subject to the Company's right to require the Cardholder to pay the full amount of the Statement Balance on or before the Payment Due Date, the Cardholder will pay to the Company the following sums at such rates as shown in the Citibank Card Card Fees Schedule ("Fee 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 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 has been allowed to incur such excess.
- (c) Cash Advance Fee and Charge
  - Cash advance fee as shown in the Fees Schedule will be charged on each cash advance drawn by the Cardholder and the aggregate amount of the cash advance (including the cash advance fee) will be subject to the applicable finance charge from the date when the cash advance is drawn until the entire amount of the outstanding cash advance balance is credited to the Account. All finance charges will be calculated and accrued on a daily basis. The total of cash advance fee and finance charge will be shown as a cash advance charge on the Statement in an Annualized Percentage Rate which is calculated according to the Net Present Value method as specified in the Code of Banking Practice.
- (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 from time to time at its discretion subject to a minimum amount as shown in the Fees Schedule) will be charged on the unpaid balance of the Previous Statement from the Previous Statement date until full payment is credited to the Account. All new Transactions incurred since the Previous Statement date (except for Transactions relating to the subscription or purchase of any investment product with the Company) will be added to the unpaid balance for the purpose of assessing finance charge as from the respective dates of such Transactions notwithstanding that such Transactions will not be payable until the Payment Due Date stated in the current Statement. All finance charges will be calculated and accrued on a daily basis.
- (e) Late Charge
  - A late charge as specified in the Fees Schedule is charged if the full amount of Minimum Payment Due is not received by the Company on or before the Payment Due Date.
- (f) Service Fee
  - A non-refundable annual fee as specified in the Fees Schedule will be charged to the Account on a date stipulated by the Company. A service fee as specified in the Fees Schedule will be charged to the Account for any payment through cash deposit or for retrieval of any records in connection with the Card.
- (g) Return Check / Reject Autopay Fee
  - A return handling fee as specified in the Fees Schedule will be charged for any check issued in settlement of account which is 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 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.
- (l) Default Finance Charge (If applicable)
  - The Company will review the Account monthly to determine whether default

- (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.
  - (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 Installment Plan Cancellation Handling Fee
    - A handling fee as specified in the Fees Schedule will be charged in the event of cancellation of Merchant Installment Plan.
  - (t) Paper Statement Fee
    - A handling fee as specified in the Fees Schedule will be charged for receiving paper statement.
- 5.4 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 from within a range of wholesale market rates on the conversion day. A handling charge as specified in the Fees Schedule will also be charged on such transactions.
- 5.5 The Cardholder agrees that it is the Cardholder's sole responsibility to ensure that every Statement is received and read in time and to enquire with and obtain the same from the Company forthwith if not duly received. The Cardholder undertakes to verify the correctness of each Statement and to notify the Company within 60 days from the date of the Statement of any discrepancies, omissions, errors or wrong or incorrect entries or details. At the end of each such period, the Company's records and the details of the Statements shall be conclusive evidence against the Cardholder without any further proof that they are correct except as to any alleged errors so notified and subject to the Company's right to adjust and amend (which may be exercised by the Company at any time) any entries or details wrong or mistakenly made by the Company.
- 5.6 Where Supplementary Cards is/are issued, the Company may:
- (a) set-off the credit balance in any other accounts) of the Principal Cardholder with the Company against the outstanding balance of each Supplementary Card due from each Supplementary Cardholder to the Company; and
  - (b) only set-off the credit balance in any other account(s) of a Supplementary Cardholder with the Company against the outstanding balance of the Supplementary Card due from such Supplementary Cardholder to the Company.
- 5.7 All notices, Statements or correspondence given by the Company to the Principal

- Cardholder is deemed to be given to the Principal Cardholder and each Supplementary Cardholder. Any instructions given by the Principal Cardholder to the Company will bind the Principal Cardholder and each Supplementary Cardholder. Any dispute or claim between Principal Cardholder and any Supplementary Cardholder will not affect their respective obligations and liabilities under this Agreement.
- 6. PAYMENT OF CHARGES
  - 6.1 Payments to the Company may be made by such means as the Company will from time to time stipulate. If payments are made through a customer activated terminal or other payment means acceptable to the Company, such payments will be subject to the Company's terms and conditions from time to time applicable thereto, including those set out in transaction records and deposit envelopes used in connection therewith applicable from time to time. Cash deposits through a customer activated terminal of the Company will be credited to the Account in the amount confirmed by the cash count of the Company's staff members or its agents.
  - 6.2 If the Cardholder fails to pay any sum due or payable hereunder, the Company may appoint debt collection agencies to collect the same. If the Company has incurred any legal or collection fees or other expenses for the purpose of demanding, collecting or suing to recover any sum payable hereunder from the Cardholder or other remedies resulting from the breach or non-compliance with any term of this Agreement, the Cardholder will reimburse the Company all such legal fees as taxed by the court on a common fund basis (fees and disbursements which are of a reasonable amount and reasonably incurred) (unless otherwise agreed). Other reasonable fees and expenses (including the fees of the debt collection agencies) reasonably incurred in that connection will be reimbursed by the Cardholder up to a maximum of 30% of the original outstanding sum.
  - 6.3 The Cardholder will directly settle disputes between merchants and the Cardholder for goods and services purchased. The Company will not be responsible for goods and services supplied by merchants or for refusal of any merchant to accept or honour any Card. Credits to the Account for refunds made by merchants will be made only when the Company receives a properly issued credit voucher.
  - 6.4 The Cardholder will directly settle disputes between merchants and the Cardholder for goods or services purchased, and the Company shall not be deemed to be a party of such dispute. The Company will not be responsible for goods and services supplied by merchants or for refusal of any merchant to accept or honour any Card. Credits to the Account for refunds made by merchants will be made only when the Company receives a properly issued credit voucher. The Company shall not be liable or responsible for the quantity, quality, timeliness, merchantability, fitness for purpose or any other aspect of the goods or services supplied by a merchant or in respect of any contract or transaction entered into between such merchant and the Cardholder connected with the use of the Card.
  - 6.5 Payments to the Company will only be deemed to be received by the Company and credited to the Account when received in good and cleared funds and if in foreign currency, after conversion by the Company into Hong Kong dollars in accordance with its normal practice, and without any set-off, claim, condition, restriction, deduction or withholding whatsoever.
  - 6.6 Payments and credits to the Account may be applied in the following order: (i) legal and debt collection fees; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, over limit charges, service return charge / reject autopay, card replacement and charge dispute handling fees; (5) outstanding principal of any Plan or other installment programs of the Company; and (6) the outstanding principal amount of other Transactions (where such Transactions are subject to different finance charge rates, in the application order from the Transactions with the highest rate to the lowest rate; or in any other order as the Company considers appropriate without prior reference to the Cardholder.
  - 6.7 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.
  - 6.8 Without prejudice to the other terms of this Agreement, if the Cardholder should be absent from Hong Kong for some time, arrangements to settle the Charges should be made prior to his departure.

7. LOSS OR THEFT OF THE CARD

7.1 The Cardholder shall observe and follow any recommendation of the Company from time to time regarding the security of the Card, and the PIN. The Cardholder must inform the Company as soon as reasonably practicable through the Company's CitiPhone Banking

- 2860 0333 / Platinum Service Line 2860 0360 (for Citibank Platinum Cardholders only) / Ultima Service Line 2860 0308 (for Citibank Ultima Cardholders only) if any card is lost or stolen or when someone else knows his PIN.
- 7.2 The Cardholder shall be fully liable for any transactions (whether or not authorized by him) effected by the use of the Cards before he has informed the Company that the Card /PIN has been lost or stolen or that someone else knows the PIN. However, provided that the Cardholder has not acted fraudulently, with gross negligence or in breach of Clause 7.1, the Cardholder's maximum liabilities for such unauthorized transactions shall not exceed HK\$500.00. The application of the aforesaid limitation on liability of the Cardholder does not apply to loss related to transactions resulting from use of Card in automated teller machine, whether or not such device is that of the Company).
- 7.3 The Cardholder will not be obliged to issue a replacement Card to the Cardholder if his Card is lost or stolen. If the Company agrees to issue a replacement Card, its use will be subject to the terms of this Agreement.
- 8. RIGHTS OF THE COMPANY
  - 8.1 The Cardholder hereby agrees that the Company may, at any time and without prior notice, set off or transfer any monies standing to the credit of the Cardholder's account with the Company and bank accounts with the Company or Citibank, N.A. of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all sums due to the Company in connection with the Card and whatever currency, insofar as any of the sums may only be due to the Company contingently or in future, the Company's and Citibank, N.A.'s liability to the Cardholder to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event.
  - 8.2 Save where Clause 14 (Cardholder who bank with Citibank, N.A., Hong Kong Branch) applies, the Cardholder requests each of the Company and Citibank, N.A., Hong Kong Branch (each, a "Citi Payer Entity") to undertake to the other (each, a "Citi Creditor") to discharge any indebtedness which the Cardholder owes to a Citi Creditor upon the written demand of that Citi Creditor certifying to the Citi Payer Entity that the Cardholder has failed to discharge any such indebtedness on due date. The Cardholder undertakes to indemnify each of the Citi Payer Entities against all losses and liabilities which any of you may incur in connection with such undertaking.
  - 8.3 Any Card issued to the Cardholder is and remains the property of the Company, and is not transferable. The Cardholder will promptly return all Cards on demand.
  - 8.4 The Cardholder agrees that (a) the Company, (b) any of its Group Companies, and/or (c) any of its Third Party Providers may withhold or deduct any collected amount, meaning an amount for or on account of, or which represents, withholding, income tax, value added tax, tax on the sale or disposition of any property, duties, or any other lawfully collected amount (the "Collected Amount"), which is required to be withheld or deducted to comply with any Law or Regulation from any payment to the Cardholder or to for from the Account or any of the Cardholder's accounts. Any Collected Amount shall be timely paid to the relevant Authority in accordance with the relevant requirement. The Cardholder will be notified of any Collected Amount as soon as reasonably practicable. The Cardholder acknowledges that the Company will not be required to reimburse the Cardholder for any amount withheld or deducted by a Payment Infrastructure Provider. Further, to the extent the Company or any of its Group Companies, or its Third Party Service Providers pays or has paid from its own funds or is or will have been required to make a payment to an Authority in respect of an amount that should have been, but was not, a Collected Amount, the Cardholder will indemnify the Company for such payment, plus any interest and penalties thereon. The Cardholder understands that the Company is not required to contest any demand made by an Authority for such payment.

9. PERSONAL DATA

9.1 The Cardholder hereby agrees that all personal data relating to the Cardholder 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 Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force available by the Company to its customers from time to time for the purposes as stated in the said Policy Statement and the Authorities for compliance with any Law or Regulation or as required by or for the purpose of any court, legal process, audit or investigation of any Authority. The aforesaid shall apply notwithstanding any applicable non-disclosure agreement. The Cardholder 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.

- 9.2 The Cardholder hereby agrees that the Policy Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force shall in all respects apply in relation to the Card and the Account and any matter arising therefrom or incidental thereto.
  - 9.3 The Cardholder 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 Companies to comply with any Law or Regulation.
  - 9.4 Without prejudice to the generality of the foregoing, the Cardholder acknowledges, agrees and consents to the collection, use, disclosure, exchange and transfer from time to time of the Card Data, and HKT Customer Data, to, by and between the Company and Club HKT for the purposes of (i) the administration and operation of the Card, (ii) the registration process for and operation of The Club membership, (iii) the analysis of customer behavior and usage patterns, (iv) exploring practical enhancements in respect of the Card, (v) conducting promotions and marketing related to the Card by the Company and/or Club HKT of offering related to the Card; and (vi) subject to Clause 9.5, for any other purposes set out in the Policy Statement relating to the Personal Data (Privacy) Ordinance of the Company (in the case of the Company), or the Personal Information Collection Statement of Club HKT and the Privacy Statement (for Customers) of HKT Group (in the case of Club HKT). The Company and Club HKT shall each be solely responsible for using and handling such data collected by and/or transferred to it in accordance with its respective privacy policies and practices and the applicable legal and regulatory requirements.
  - 9.5 The Cardholder acknowledges and understands that Club HKT will not use his personal data for the purposes of direct marketing unless the Cardholder has provided consent directly to Club HKT, except that if the Cardholder is an existing member of The Club, his direct marketing preferences and any consents that he has previously provided to Club HKT will continue to apply. The Cardholder acknowledges and understands that he may withdraw his consent to the use of his personal data for direct marketing purposes by Club HKT at any time by using Club HKT's mobile application or website or any other platform or channel provided by Club HKT. The Cardholder acknowledges that Citibank cannot accept or process any withdrawal of consent request in relation to direct marketing that is communicated by Club HKT.
- 10. E-STATEMENT/E-ADVICE SERVICES**
- 10.1 By enrolling for and using the service in which an electronic form of statement of accounts) and/or designated advice of account(s) will be made available by electronic means (the "e-Statement Service" & "e-Advice Service" respectively), the Cardholder accepts and agrees to be bound by this Clause 10. Upon enrollment for the e-Statement Service and/or e-Advice Service, the Cardholder 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-adv](https://www.citibank.com.hk/e-adv) from time to time). The Cardholder agrees to abide by any and all laws, rules, regulations and official notices applicable to the e-Statement Service and/or e-Advice Service, including without limitation, the e-Statement Service and/or e-Advice Service, now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services the Company may from time to time make available to the Cardholder in connection with the e-Statement Service and/or e-Advice Service.
  - 10.2 The Cardholder 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 designated email address shall be deemed to be delivery of the relevant Statement and/or designated advice to the Cardholder. The Company may, at its sole discretion and notwithstanding the Cardholder's enrolment for the e-Statement Service and/or e-Advice Service, suspend the Statement and/or advice to the Cardholder's designated 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 registered email address or for any other reason.
  - 10.3 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 fees) for the e-Statement Service and/or e-Advice Service from time to time at its sole discretion at any time by giving prior notice to the Cardholder.
  - 10.4 The Cardholder understands that the e-Statement Service and/or e-Advice Service are available to him provided that he has appropriate internet access and telecommunications services and equipment. The Cardholder shall keep such equipment used for the e-Statement Service and/or e-Advice Service secure.
  - 10.5 The Cardholder undertakes to provide to the Company with his updated and correct email

- 11.5 Neither the Company nor any of the telecommunications companies designated by the Company for the purposes of providing the Citi Alerts Services will assume any liability or responsibility for any failure or delay in transmitting information to the Cardholder or for any error or inaccuracy in such information unless it results from any negligence or willful default on the part of the Company or of such telecommunications company. In particular, the Cardholder understands that neither the Company nor any such telecommunications company shall assume any liability or responsibility for consequences arising from any cause beyond its reasonable control, including, without limitation, the failure of the Cardholder's telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, internet service provider failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation, act of God, government act, civil commotion, strike, war, fire, flood or explosion.
  - 11.6 The Cardholder understands the third party supporting the Citi Alerts Services (including the telecommunications company designated by the Company) is neither agency of the Company nor representing the Company, and there is no co-operation, partnership, joint venture or other relationship with the Company and the Company is not responsible for any loss caused by such third party including system operator.
  - 11.7 The Citi Alerts Services use proprietary software of the Company, the Company's affiliates or other software suppliers. The Cardholder agrees that the Company has granted the Cardholder a non-exclusive license to use this software only for its intended purposes. The Cardholder agrees that he shall not disseminate, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.
- 12. CANCELLATION**
- 12.1 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; 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. Without limiting the Company's rights as aforesaid and as an illustration, any such right is likely to be exercised if the Cardholder 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.
  - 12.2 The Cardholder may terminate this Agreement at any time by written notice to the Company.
  - 12.3 The Company may (with or without having suspended or reduced the credits extended, without any Card or terminating this Agreement) require the Cardholder to immediately pay the entire outstanding balance under the Account. All obligations of the Cardholder incurred or existing under this Agreement as of the date of termination will survive such termination.
  - 12.4 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 in substitution for the Card.
  - 12.5 Termination of the Card issued to the Principal Cardholder ("Principal Card") for whatever reasons will terminate all Supplementary Cards) issued under it.
  - 12.6 Either the Principal Cardholder or a Supplementary Cardholder 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 and obligations hereunder and identify the person making or purporting to give such instructions or their authenticity notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in or authorization for their terms provided that the Company may refuse to act on the instructions if the Company reasonably believes that by carrying out the instructions, (a) the Company, (b) any of its Group Companies, and/or (c) any of its Third Party Service Providers may break the Law or Regulation. The Company will not be liable to the Cardholder for any loss or damage suffered by the Cardholder resulting in any way from a refusal to act on the instructions under this clause.
  - 12.7 These terms are translated from English to Chinese for guidance only. If there is any conflict or inconsistency between the two versions, the English version will prevail.
  - 12.8 Unless the context otherwise requires, all expressions herein in the singular will include the plural and vice versa and all expressions in the masculine gender will include the feminine and/or the neuter gender where applicable. Headings are for reference only and will not affect construction of this Agreement.
  - 12.9 The Principal Cardholder 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.
- 13. AMENDMENTS**
- 13.1 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 methods 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.
  - 13.2 If the Cardholder does not accept the Company's amendments, the Cardholder will discontinue the Account by written notice to the Company before such amendments become effective. Any Transaction using the Card after the effective date of the amendments will be deemed to be conclusive evidence that the Cardholder has accepted

- and agreed to such amendments without reservation.
- 14. CARDHOLDER WHO HAS AN ACCOUNT WITH THE COMPANY AND/OR CITIBANK, N.A., HONG KONG BRANCH
  - 14.1 This clause applies when the Cardholder 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.
  - 14.2 The Citibank Terms and Conditions for Accounts and Services (as amended or supplemented from time to time) (the "CTC") shall be deemed to be incorporated in this Agreement by reference and in case of any inconsistency between the CTC and the terms of this Agreement, the terms of this Agreement shall prevail in respect of any services and/or arrangement to be provided by the Company in respect of the Card provided that, notwithstanding the foregoing, clauses 12.3, 12.4 and 12.5 of clause 12 (Charge, Lien, Set Off) of the CTC (each, a "CTC Applicable Clause") shall prevail over any term of this Agreement relating to the right of set-off, combination or consolidation of account or indemnity and the reference in a CTC Applicable Clause to:
    - (a) "you" shall, for the purpose of this Statement, be deemed to include Citibank (Hong Kong) Limited and Citibank, N.A., Hong Kong Branch; and
    - (b) "CitiGroup Organisation" shall bear the meaning ascribed to that term in clause 2.3 of the CTC.
- 15. MISCELLANEOUS
  - 15.1 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. Without prejudice to the foregoing, the Company may also transfer all or part of its rights and obligations hereunder and identify the person making or purporting to give such instructions or their authenticity necessary to comply with any Law or Regulation.
  - 15.2 All notices, Statements or correspondence sent by the Company will be in the form of written notice, statement or advice in text, message by email or preprinted on Statement or advice, or through any other appropriate form determined by the Company. All such notices, Statements or correspondence to be given by the Company will be validly given if dispatched to the Cardholder's address last registered with the Company and will be deemed to be received by the Cardholder within a generally acceptable time of that means of communication.

**DINERS CLUB CARD AGREEMENT  
TERMS AND CONDITIONS**  
(Effective on December 6, 2022)

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

**1. CARDMEMBER INFORMATION**

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

**3. TRANSACTIONS EFFECTED THROUGH CARD**

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

CITB, CCA, B22, BN

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

- The Cardmember is not authorized to use the Card to take part in any illegal acts (including unlawful internet gambling). Diners reserves the right to decline processing or paying any Transaction which Diners suspects to be involved in illegal gambling or which may be illegal under any applicable laws. Diners further reserves the right to refuse to process or pay any Transaction if Diners reasonably believes that by processing or paying the Transaction, (a) Diners, (b) Citigroup Inc. and its group of companies, including Diners (the "Group Companies"), and/or (c) any third party selected by Diners or any of its Group Companies to provide services to it and who is not a payment infrastructure provider (meaning a third party that forms part of the global payment system infrastructure, including without limitation, communications, clearing or payment systems, intermediary banks and correspondent banks (the "Payment Infrastructure Provider")) (the "Third Party Service Providers") may break (i) the law or regulation of any jurisdiction, domestic or foreign, or (ii) any agreement entered into between Diners and any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign (the "Authorities") (i) and (ii) collectively referred to as the "Law or Regulation"). Diners will not be liable to the Cardmember for any loss or damage suffered by the Cardmember resulting in any way from a refusal to process or pay a Transaction under this clause.
  - Subject to the relevant terms hereunder, the Interest-Free Installment Plan (the "Plan") is only applicable to the Cardmember at such merchants as may be designated by Diners from time to time (each a "Merchant"). In respect of each Transaction using the Plan:
    - any submitted request for the Plan and the Transaction itself cannot be cancelled, altered or reversed. Availability of the Plan is subject to account status checking and the final acceptance by Diners in its absolute discretion;
    - Each installment is irrevocable and will be debited monthly from the Account. Any return or exchange of products will not affect the payment obligations under the Plan; and
    - The Plan cannot be used in conjunction with any other promotional offers as determined by Diners and the Merchant in their sole discretion. All matters and disputes relating to the Plan are subject to the final decision of Diners.

**4. CHARGES AND FEES**

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

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

- The Cardmember understands and agrees that he must provide Diners with such information as Diners may require from time to time to enable Diners or any of its Group Companies to comply with any Law or Regulation.
  - Subject to Cardmember giving prior consent to Diners to do so, the Cardmember acknowledges that Diners may use voice recognition technology to collect and analyze the Cardmember's voiceprint biometric data for the purpose of identity verification when the Cardmember gives instructions through the telephone service lines designated under this Agreement.
- E-STATEMENT/E-ADVICE SERVICES**
  - By enrolling for and using the service in which an electronic form of statement of account(s) and/or designated advice of account(s) will be made available by electronic means (the "e-Statement Service" & "e-Advice Service" respectively), the Cardmember accepts and agrees to be bound by this Clause 9. Upon enrollment for the e-Statement Service and/or the e-Advice Service, the Cardmember will no longer receive his Statements and/or designated advice in paper form (designated advice being the types of advice as listed on our website [www.citibank.com.hk/e-advice](http://www.citibank.com.hk/e-advice) from time to time). The Cardmember agrees to abide by any and all laws, rules, regulations and official issuances applicable to the e-Statement Service and/or the e-Advice Service (as the case may be), now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services Diners may from time to time make available to the Cardmember in connection with the e-Statement Service and/or e-Advice Service.
  - The Cardmember agrees that the successful delivery of emails (if applicable) in connection with the e-Statement Service and/or e-Advice Service by Diners to the Cardmember's designated email address shall be deemed to be delivery of the relevant Statements and/or designated advice to the Cardmember. Diners may, at its sole discretion and notwithstanding the Cardmember's enrollment for the e-Statement Service and/or e-Advice Service, send any Statement and/or advice to the Cardmember's last registered mailing address should Diners fail to send emails in connection with the e-Statement Service and/or e-Advice Service at the Cardmember's registered email address or for any other reason.
  - Diners has the discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the e-Statement Service and/or e-Advice Service without giving any reason or prior notice. Diners reserves the right to impose such fees for the e-Statement Service and/or e-Advice Service from time to time at its absolute discretion at any time by giving prior notice to the Cardmember.
  - The Cardmember understands that the e-Statement Service and/or e-Advice Service are available to him provided that he has appropriate internet access and telecommunications services and equipment. The Cardmember shall keep such equipment used for the e-Statement Service and/or e-Advice Service secure.
  - The Cardmember undertakes to provide to Diners with his updated and correct email address in order to use the e-Statement Service and/or e-Advice Service.
  - Upon reasonable attempt, failing to send emails in connection with the e-Statement Service and/or e-Advice Service to the Cardmember with reasonable retry, the e-Statement Service and/or e-Advice Service will be automatically cancelled and Diners will resume sending Statements and/or advice in paper form to the Cardmember.
  - Cancel enrollment for the e-Statement Service and/or e-Advice

**(b) Cash Advance Fee and Charge**

A cash advance fee as shown in the Fees Schedule will be charged on each cash advance drawn by the Cardmember and the aggregate amount of the cash advance (including the cash advance fee) will be subject to the applicable finance charge from the date when the cash advance is drawn until the entire amount of the outstanding cash advance balance is credited to the Account. All finance charges will be calculated and accrued on a daily basis. The total of cash advance fee and finance charge will be shown as a cash advance charge on the Statement in an Annualized Percentage Rate which is calculated according to the Net Present Value method as specified in the Code of Banking Practice.

**(c) Finance Charge**  
If the entire amount of the Current Balance stated in the previous Statement ("Previous Statement") is not so received on or before the Payment Due Date of the Previous Statement, a finance charge (as stipulated in the Statement or Fees Schedule or notified by Diners to the Cardmember from time to time at its discretion subject to a minimum amount as shown in the Fees Schedule) will be charged on the unpaid balance of the Previous Statement from the Previous Statement date (except for Transactions relating to the subscription or purchase of any investment product with Citibank) until full payment is credited to the Account. All new Transactions incurred since the Previous Statement date will be added to the unpaid balance for the purpose of assessing finance charge as from the respective dates of such Transactions notwithstanding that such Transactions will not be payable until the Payment Due Date stated in the current Statement. All finance charges will be calculated and accrued on a daily basis.

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

**(e) Default Finance Charge**  
Diners will review the Account monthly to determine whether default finance charge is chargeable to the Account. If the entire amount of Current Balance of the Previous Statement is not received by Diners on or before the Payment Due Date of the current Statement, a default finance charge as stated in the Fees Schedule will be charged (instead of the finance charge) on the unpaid balance of the second following Statement as well as all new Transactions incurred from the date of the second following Statement notwithstanding that all such new Transactions will not be payable until the Payment Due Date specified in that Statement. Such default finance charge will continue to apply until the respective Current Balance in any six consecutive Statements is received on or before the Payment Due Date specified in the relevant Statement, after which the finance charge will, where applicable, apply. The default finance charge will be calculated and accrued on a daily basis.

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

**(g) Return Check/Reject Autopay Fee**  
A return handling fee as specified in the Fees Schedule will be charged for any check issued in settlement of account which is dishonored by the bank on which it is drawn or in relation to any

Service, the Cardmember shall give prior notice at least 10 working days before the next Statement / advice date through Citibank online banking or at least 15 working days through Diners Club 24-Hour Customer Service at (852) 2860 1888 or Citibank branches. Upon cancellation of enrollment for the e-Statement Service and/or e-Advice Service, Diners will resume sending Statements and/or advice in paper form to the Cardmember.

**9.8** The Cardmember agrees that Diners shall not be liable for any loss, damages or expenses that the Cardmember shall incur, including without limitation, any loss or damage caused to the Cardmember data, software, computer, telecommunications equipment or other equipment in connection with the Cardmember's use of the e-Statement Service and/or e-Advice Service unless they are caused solely and directly by Diners' negligence or willful default.

**9.9** The Cardmember agrees that Diners 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 Cardmember acknowledges that Diners does not warrant the security, secrecy or confidentiality of any information transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction via the e-Statement Service and/or e-Advice Service. The Cardmember confirms that he understands and accepts all possible risks involved in using the e-Statement Service and/or e-Advice Service including, without limitation, the e-Statement Service and/or e-Advice Service being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the Cardmember's authorization.

**9.10** The e-Statement Service and e-Advice Service use proprietary software of Diners, Diners' affiliates or other software suppliers. The Cardmember agrees that Diners has granted the Cardmember a non-exclusive license to use this software in connection with the e-Statement Service and/or e-Advice Service that allows the Cardmember to use such software only for its intended purposes. The Cardmember agrees that he shall not disassemble, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.

**10. CITI ALERTS SERVICE**

**10.1** The Cardmember agrees that by enrolling for and using the service(s) wherein Diners will send alerts via electronic means ("Citi Alerts Services"), the Cardmember accepts and agrees to be bound by this Clause 10 and to pay any fee associated with the use of the Citi Alerts Services. The 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 be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services Diners may from time to time make available to the Cardmember in connection with the Citi Alerts Services.

**10.2** The Cardmember is responsible for the security of his telecommunications equipment and must take all reasonable precautions to prevent anyone else from accessing any confidential information and Diners is not liable for any disclosure of confidential information.

**10.3** The Cardmember agrees that Diners shall use reasonable effort to ensure that the Citi Alerts Services are secure and cannot be accessed by unauthorized third parties. However, the Cardmember acknowledges that Diners does not warrant the security, secrecy or confidentiality of any information transmitted via the Citi Alerts Services. The Cardmember confirms that he understands and accepts all possible risks involved in using the Citi Alerts Services including, without limitation, the Citi Alerts Services being intercepted,

autopay authorization which is either dishonored or revoked.

**(h) Lost Card Replacement Fee**  
A handling fee as specified in the Fees Schedule will be charged for the issuance of any replacement Card.

**(i) Collection Fee**  
If payment is made by the Cardmember in a currency other than the currency in which the Account is denominated, the Account will only be credited with such payment after its receipt and deduction of all collection costs.

**(j) Charge Dispute Handling Fee**  
A charge dispute handling fee as specified in the Fees Schedule will be imposed for any dispute proved to be invalid after investigation.

**(k) Statement Retrieval Fee**  
A handling fee as specified in the Fees Schedule will be charged for request for retrieval of statement.

**(l) Credit Balance Withdrawal by Check Handling Fee**  
A handling fee as specified in the Fees Schedule will be charged for each credit balance withdrawal by check.

**(m) Sales Draft Retrieval Fee**  
A handling fee as specified in the Fees Schedule will be charged for request for retrieval of sales draft.

**(n) Personal Data Access Request**  
A handling fee as specified in the Fees Schedule will be charge for each personal data access request.

**(o) Dynamic Currency Conversion Fee**  
A dynamic currency conversion fee as specified in the Fees Schedule will be charged with respect to any dynamic currency conversion transaction effected in places outside Hong Kong for which the value of the Transaction is debited to the Account in Hong Kong dollars (in the case of a Card denominated in Hong Kong dollars) or US dollars (in the case of a Card denominated in US dollars).

**(p) Interest-Free Installment Plan Cancellation Handling Fee**  
A handling fee as specified in the Fees Schedule will be charged in the event of cancellation of Interest-Free Installment Plan.

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

**(a) Minimum Amount Due**  
For the purpose of this Clause 4.4, the "Minimum Amount Due" (currently (a) The total of the currently billed finance charge, default finance charge, late charge, other fees and charges (if any), (b) 15% of the Current Balance below the Payment Line, and (c) 100% of the Current Balance above the Payment Line excluding item (a), where applicable.) as shown on the Statement ("Minimum Amount Due") although the Cardmember may pay any larger sum he wishes.

**(b) Finance Charge**  
If the entire amount of the Current Balance stated in the Previous Statement is not so received on or before the Payment Due Date of the Previous Statement, a finance charge (as stipulated in the Statement or Fees Schedule or notified by Diners to the Cardmember from time to time at its discretion subject to a minimum amount as shown in the Fees Schedule) will be charged

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

**10.4** The Cardmember acknowledges that any information received by the Cardmember via his telecommunications equipment pursuant to the Citi Alerts Services is for his (and not any other persons) reference only, and shall not be taken as conclusive evidence of the matters to which it relates.

**10.5** Neither Diners nor any of the telecommunications companies designated by Diners for the purposes of providing the Citi Alerts Services will assume any liability or responsibility for any failure or delay in transmitting information to the Cardmember or for any error or inaccuracy in such information unless it results from any negligence or willful default on the part of Diners or of such telecommunications company. In particular, the Cardmember understands that neither Diners nor any such telecommunications company shall assume any liability or responsibility for consequences arising from any cause beyond its reasonable control including, without limitation, failure of the Cardmember's telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, Internet service provider failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation, act of God, government act, civil commotion, strike, war, fire, flood or explosion.

**10.6** The Cardmember understands the third party supporting the Citi Alerts Services (including the telecommunications company designated by Diners) is neither agency of Diners nor representing Diners, and there is no co-operation, partnership, joint venture or other relationship with Diners and Diners is not responsible for any loss caused by such third party including system operator.

**10.7** The Citi Alerts Services use the proprietary software of Diners, Diners' affiliates and/or other software suppliers. The Cardmember agrees that Diners has granted the Cardmember a non-exclusive license to use this software in connection with the Citi Alerts Services which allow the Cardmember to use such software only for its intended purposes. The Cardmember agrees that he shall not disassemble, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.

**11. CANCELLATION**

**11.1** Diners reserves the right to and may at any time withdraw, suspend, extend or modify any of the facilities or services provided to the Cardmember, increase or reduce the Payment Line or Cash Advance Limit, withdraw any or all of the Cards, close the Account or terminate this Agreement without any reason or cause nor prior notice to the Cardmember. Without limiting Diners' rights as aforesaid and as an illustration, any such right is likely to be exercised if the Cardmember is in breach of any of the terms of this Agreement, fails to pay any amount when due, or commences or suffers to have any insolvency, execution or similar action or proceedings against himself or for the purpose of complying with the Law or Regulation.

**11.2** The Cardmember may terminate this Agreement at any time by written notice to Diners.

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

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

on the unpaid balance of the Previous Statement from the Previous Statement date until full payment is credited to the Account. All new Transactions incurred since the Previous Statement date (except for Transactions relating to the subscription or purchase of any investment product with Citibank) will be added to the unpaid balance for the purpose of assessing finance charge as from the respective dates of such Transactions notwithstanding that such Transactions will not be payable until the Payment Due Date stated in the current Statement. All finance charges will be calculated and accrued on a daily basis.

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

**(d) Default Finance Charge**  
Diners will review the Account monthly to determine whether default finance charge is chargeable to the Account. If the Minimum Amount Due is not received by Diners on or before the Payment Due Date of any Statement, a default finance charge as stated in the Fees Schedule will be charged (instead of the finance charge) on the unpaid balance of the second following Statement as well as all new Transactions incurred from the date of the second following Statement notwithstanding that all such new Transactions will not be payable until the Payment Due Date specified in that Statement. Such default finance charge will continue to apply until the respective Minimum Amount Due in any six consecutive Statements is received on or before the Payment Due Date specified in the relevant Statement, after which the finance charge will, where applicable, apply. The default finance charge will be calculated and accrued on a daily basis.

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

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

**4.6** The Cardmember agrees that it is the Cardmember's sole responsibility to ensure that every Statement is received in due time and to enquire with and obtain the same from Diners forthwith if not duly received. The Cardmember undertakes to verify the correctness of each Statement and to notify Diners within 60 days from the date of the Statement of any discrepancies, omissions, errors or wrong or incorrect entries or details. At the end of each such period, Diners' records and the details of the Statements shall be conclusive evidence against the Cardmember without any further proof that they are correct except as to any alleged errors so notified and subject to Diners' right to adjust and amend (which may be exercised by Diners at any time) any entries or details wrongly or mistakenly made by Diners.

**5. PAYMENT OF CHARGES**

**5.1** Payments to Diners may be made by such means as Diners will from time to time stipulate. If payments are made through a customer activated terminal or other payment means acceptable to Citibank, such payments will be subject to Citibank's terms and conditions from time to time applicable thereto, including those set out in transaction records and deposit envelopes used in connection therewith applicable from time to time. Cash deposits through a customer activated terminal of Citibank will be credited to the Account in the amount confirmed by the cash count of Citibank's staff members or its agents.

**12. AMENDMENTS**

**12.1** Diners hereby reserves the right at any time to amend the terms of this Agreement including, without limitation, the rates of any charges or fees and method of payment in any manner as Diners deems fit by prior notice. Amendments will take effect on such date as stipulated by Diners in accordance with the applicable code of practice.

**12.2** If the Cardmember does not accept Diners' amendments, the Cardmember will discontinue the Account by written notice to Diners before such amendments become effective.

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

**13. MISCELLANEOUS**

**13.1** Diners may at any time transfer, assign, delegate or sub-contract any or all of its rights or obligations hereunder to any person without prior notice to the Cardmember. Without prejudice to the foregoing, Diners may also transfer all or part of its rights and obligations hereunder and any amount in the Account to any Group Company if it reasonably considers necessary to comply with any Law or Regulation.

**13.2** All notices, Statements or correspondence sent by Diners may be in the form of written notice, statement or advice insert, message by email or preprinted on Statement or advice, or through any other appropriate form determined by Diners. All such notices, Statements or correspondence to be given by Diners will be validly given if dispatched to the Cardmember's address last registered with Diners and will be deemed to be received by the Cardmember within a generally acceptable time of that means of communication.

**13.3** Diners is hereby authorized (but is not obliged) to accept any instructions given by (a) telephone, telem, mail, facsimile transmission or in writing purportedly given by the Cardmember; or (b) electronic means (including emails and SMS) given in such manner as Diners may prescribe from time to time all without any inquiry by Diners as to the authority or identity of the person making or purporting to give such instructions or their authenticity notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in or authorization for their terms provided that Diners may refuse to act on the instructions if Diners reasonably believes that by carrying out the instructions, (a) Diners, (b) any of its Group Companies, and/or (c) any of its Third Party Service Providers may break the Law or Regulation. Diners will not be liable to the Cardmember for any loss or damage suffered by the Cardmember resulting in any way from a refusal to act on the instructions under this clause.

**13.4** These terms are translated from English to Chinese for guidance only. If there is any conflict or inconsistency between the two versions, the English version will prevail.

**13.5** Unless the context otherwise requires, all expressions herein in the singular will include the plural and vice versa and all expressions in the masculine gender will include the feminine and/or the neuter gender where applicable. Headings are for reference only and will not affect construction of this Agreement.

**13.6** This Agreement will be governed by and construed in accordance with the laws of Hong Kong. The Cardmember hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong.

**13.7** Nothing in these terms, this Agreement, and/or any other agreement, document, instrument or arrangement between Cardmember and Diners, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right to enforce any term which such person would not have but for the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong).

**5.2** If the Cardmember fails to pay any sum due or payable hereunder, Diners may appoint debt collection agencies to collect the same. If Diners has incurred any legal or collection fees or other expenses for the purpose of demanding, collecting or suing to recover any sum payable hereunder from the Cardmember or other remedies resulting from the breach or non-compliance with any term of this Agreement, the Cardmember will reimburse Diners all such legal fees as taxed by the court on a common fund basis (fees and disbursements which are of a reasonable amount and reasonably incurred) unless otherwise agreed. Other reasonable fees and expenses (including the fees of the debt collection agencies) reasonably incurred in that connection will be reimbursed by the Cardmember up to a maximum of 30% of the original outstanding sum.

**5.3** The Cardmember will directly settle disputes between Cardmember establishments and the Cardmember for goods and services supplied by Cardmember establishments or for refusal of any Cardmember establishment to accept or honor any Card. Credits to the Account for refunds made by Cardmember establishments will be made only when Diners receives a properly issued credit voucher.

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

**5.5** Payments and credits to the Account may be applied in the following order: (1) legal and debt collection fees; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, service, return check / reject autopay, lost card replacement and charge dispute handling fees; (5) outstanding installments of any Plan or other installment programs of Diners; and (6) the outstanding principal amount of other Transactions (where such Transactions are subject to different finance charge rates, in the application order from the Transactions with the highest rate to the lowest rate); or in any other order as Diners considers appropriate without prior reference to the Cardmember.

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

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

**6. LOSS OR THEFT OF THE CARD**

**6.1** The Cardmember shall observe and follow any recommendation of Diners from time to time regarding the security of the Card and the PIN. The Cardmember must inform Diners as soon as reasonably practicable through Diners Club 24-hour Customer Service on 2860 1888 if any Card is lost or stolen or when someone else knows his PIN.

**6.2** The Cardmember shall be fully liable for any transactions (whether or not authorized by him) effected by the use of the Card before he has informed Diners that the Card/PIN has been lost or stolen or that someone else knows the PIN. However, provided that the Cardmember has not acted fraudulently, with gross negligence or in breach of Clause 6.1, the Cardmember's maximum liabilities for such unauthorized transactions shall not exceed HKD500.00 as applicable. The application of the aforesaid limitation on liability of the Cardmember does not apply to loss related to transactions resulting

**13.8 Disclosure regarding BDAI**

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

- performing statistical, trend, market, behaviour, usage pattern, customer segment and pricing analysis;
- performing credit, anti-money laundering, fraud prevention and other risk assessments;
- planning, research and developments, designing services or products, improving customer experience;
- predictive modelling; and
- 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.



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**Merchant Installment Plan Terms & Condition**  
**(Clause 15 of Citi Credit Card Agreement)**

**MERCHANT INSTALLMENT PLAN**

1. The following terms and conditions shall govern Merchant Installment 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.
2. The Merchant Installment 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 installments through the Card (each an "Installment") 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 an Installment is charged to the Card is referred to as an "Installment 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 Installment 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;
  - (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 Customer Credit Limit. Any return or exchange of products will not affect the payment obligations under the Plan;
  - (d) the Plan cannot be used in conjunction with any other promotional offers as determined by the Company and the Merchant in their sole discretion. All matters and disputes relating to the Plan are subject to the final decision of the Company.
  - (e) payment of each Installment shall be treated in the same way as any other Transaction charged to the Account and subject to all terms of the Agreement. In any event, Cardholder/Cardmember is required to repay the Loan Amount in full to the Company and is liable for all charges, including without limitation to charges on overdue payments, in accordance with the terms of this Agreement;
  - (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 aforementioned event, or if the Cardholder/Cardmember cancels the Account, Cardholder/Cardmember shall immediately repay all outstanding liabilities under the Account, including without limitation any amount outstanding under the Loan, to the Company.
  - (g) 1.5% of the billed Installment will be included in the Minimum Payment Due.
  - (h) 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. The prevailing Finance Charge, Default Finance Charge and Late Charge are available in the Fees Schedule. <https://www.citibank.com.hk/english/credit-cards/pdf/fee-schedule.pdf>**
  - (i) Points, Octopus Cash or Cash Rebates will be credited monthly corresponding to the Installment billed.

For details of the credit card agreements, please refer to the link of the respective credit card agreements.

- Citi Credit Card Agreement
  - <https://www.citibank.com.hk/english/credit-cards/pdf/citiagreement.pdf>
- Citi HKTVMall Card Agreement
  - <https://www.citibank.com.hk/english/credit-cards/pdf/hktvmall-card-holder-agreement.pdf>
- Citi Octopus Credit Card Agreement
  - <https://www.citibank.com.hk/english/credit-cards/pdf/OctopusAgreement.pdf>

The following is the illustration for Clause 15.2(h) of Citi Credit Card Agreement TERMS AND CONDITIONS and Citi Octopus Credit Card Agreement TERMS AND CONDITIONS, Clause 17.2(h) of Citi HKTVmall Card Agreement TERMS AND CONDITIONS and Clause 18.2(h) of Citi The Club Credit Card Agreement TERMS AND CONDITIONS:

Loan Amount	HK\$6,000.00
Tenor	6 months
Installment Date	March 10, 2021
Billed Installment	HK\$1,000.00
Minimum Payment Due specified in the Statement	HK\$300
Rate of Finance Charge as set out in the Statement	31%p.a. (APR: 34.28%)
Current Statement Date	March 15, 2021
Payment Due Date	April 12, 2021
Payment made on March 20, 2021 ("Payment Date")	HK\$300
Finance Charge on the billed Installment (HK\$1,000) from one day after current Statement Date (March 16) to one day before Payment Date (March 19) at 31%p.a. (i.e. $HK\$1,000 \times 4 \text{ days} \div 365 \text{ days} \times 31\%$ )	HK\$3.40
Current outstanding Installment amount	HK\$700
Finance Charge on the current outstanding Installment amount (HK\$ 700) from Payment Date (March 20) to next Statement date (April 15) at 31%p.a. (i.e. $HK\$700 \times 27 \text{ days} \div 365 \text{ days} \times 31\%$ )	HK\$16.05
Total Finance Charge (i.e. HK\$3.40 + HK\$16.05)	HK\$19.45
Next Statement Date	April 15, 2021

For the previous version of the Key Facts Statement and Terms & Conditions, you can refer to <https://www.citibank.com.hk/english/credit-cards/pdf/notice-of-amendment.pdf> for reference and download. This link will be valid for 30 days from the effective date of the new version.

**To borrow or not to borrow? Borrow only if you can repay!**

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