GOOGLE PAY TERMS AND CONDITIONS (FOR DEBIT CARDS)

These terms and conditions ("Terms and Conditions") are an agreement between you and Citibank (Hong Kong) Limited ("we, or us") that governs your access to and use of your eligible Citibank consumer debit card(s) ("Debit Card(s)") linked to accounts domiciled in Hong Kong ("Card", or "Cards") through Google Pay. The term, "Google Pay", shall include the Google Pay branded payment functionality, the Card provisioning functionality, and display of transaction history.

Google Pay was formerly known as Android Pay. Except as otherwise provided herein, these Terms and Conditions do not apply to non-tokenized transactions in Google products (e.g. on You Tube, the Play Store, or Chrome). Your use of Google Pay is also subject to the terms and conditions set forth in the Google Payments Terms of Service ("Google Terms") by the provider of Google Pay, Google Payment Corp. or its affiliates ("Google"), with respect to the use of Google Pay.

If you provisioned your Card before 12:00 am PST on February 20, 2018, it is available for use in Google Pay only as described below under Eligibility/Enrollment and will not be added to your Google Payments Account or otherwise used by Google as may be described in the Google Terms. If you provisioned your Card on or after 12:00 am PST on February 20, 2018, in addition to adding it to Google Pay, it will be added to your Google Payments Account and used by Google as described in the Google Terms.

We will determine, at our sole discretion, which Cards may be eligible for use through Google Pay. We reserve the right to decline any enrollment of a Card to Google Pay without the need to give you any reason. Please review these Terms and Conditions before you decide whether to accept them and continue with the enrollment of your Cards to Google Pay. By registering or using a Card through Google Pay you agree to use your Card through Google Pay in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, then you must not register your Card to, or use your Card in connection with, Google Pay. Use of Google Pay is at your discretion. You are not obliged to use Google Pay in connection with any of your Cards.

Your use of Google Pay to purchase goods and services with your Card is governed by the applicable terms and conditions between you and us in connection with each account to which the Card is linked ("Account"). The applicable terms and conditions to your Card and/or Accounts with us, including the: (a) Terms and Conditions for Accounts and Services; (b) Policy Statement relating to the Personal Data (Privacy) Ordinance (collectively, the "Relevant Terms"), are incorporated by reference as part of these Terms and Conditions. You also acknowledge that your use of Google Pay is subject to the terms and conditions set forth by Google with respect to the use of Google Pay, which will not change or override these Terms and Conditions.

ELIGIBILITY / ENROLLMENT

Google Pay is available to cardholders for the purposes of purchasing goods and services with a compatible Android mobile device (including, without limitation, phone, wearable device, or such other device as may be announced by us from time to time) ("Eligible Device") at (1) near field communication ("NFC") enabled merchants; and (2) an online merchant (whether in-app or through website), who accept Google Pay as a form of payment. Google Pay allows you to

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use your Eligible Device to access and use your Cards to make such purchases in place of presenting or using your physical Card. To add your Card to Google Pay, you must register your Card through Google Pay either by scanning the Card or entering the card details manually ("Google Pay Card Registration"). You may be required to take additional steps to authenticate yourself before your Card is added to Google Pay ("Additional Authentication"). Your enrollment will be declined if the Card is not eligible for this service, you failed the authentication process, or if your Card or underlying Account is not in good standing or conducted in a proper or satisfactory manner as determined by us at our absolute discretion. Google Pay may limit the number of Cards that you may store in one Eligible Device from time to time which we cannot control. We may, however, limit the number of Eligible Devices in which the same Card can be stored from time to time and you should refer to our latest communications regarding such limit.

By adding your Card to Google Pay, a unique numerical identifier different from your Card number ("Device Card Number") will be allocated for the purpose of making purchases and receiving refunds through Google Pay. Due to the manner in which Google Pay operates, you may need to present your Eligible Device at a merchant when you return an item purchased using Google Pay on such Eligible Device.

YOUR USE OF CITI CARDS THROUGH GOOGLE PAY

Purchases you make with Google Pay using your Card are governed by the Relevant Terms. Please review the Relevant Terms for important information on your rights and responsibilities when making purchases. You must keep your Eligible Device safe (including ensuring that the device is not modified contrary to the software or hardware guidelines of the manufacturer) and ensure that where your passcode or personal identification number is required to allow you to use your Eligible Device to access and use your Cards to make purchases for Google Pay, your passcode or personal identification number is not disclosed to any one and you must take all steps and prevent any fraud, loss or theft in respect of the Eligible Device or any Card in connection with the use of Google Pay. If biometric details may be used to identify you or be used to grant access to the Eligible Device to access and use your Cards, you must not save a third party's biometrics such as fingerprint (biometric information) on the Eligible Device. In the event a third party's biometrics are saved on the Eligible Device, whether now or in the future, and such biometric details can be used to grant access to the Eligible Device to access and use your Cards, you understand, and acknowledge and agree that such person, using his or her biometrics, will be able to access and use your Cards and make purchases with Google Pay using your Cards, and the relevant transactions will be charged to your Cards, for which you shall be responsible and held liable.

If you enroll for biometric verification such as fingerprint identity ("Touch ID"), personal identification number or passcode on Google Pay, the collection, storage, enrollment and access to Google Pay using your biometric information, personal identification number or passcode will be made using the technology on your Eligible Device. Accordingly, when you log into Google Pay and choose to be verified using the technology on your Eligible Device, your fingerprint or any other biometric information, personal identification number or passcode will be matched and verified against your Eligible Device's technology. Accordingly, you acknowledge that we have no control over the technology on the Eligible

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Device, the availability, capability, verification method, security and integrity of the Eligible Device and cannot be held responsible for transactions effected using Google Pay and authorized using any biometric information or personal identification number or passcode. You should therefore assess if the Eligible Device's manner of verification and risks associated with such use is acceptable to you.

Use of Google Pay is at your discretion. You are not obliged to use Google Pay in connection with any of your Cards. Accordingly, you agree that the access and use of your Cards on Google Pay will be considered as authorized by you and you shall be responsible and liable for the same. If your Eligible Device is lost or stolen, any biometric information or personal identification number or other passcode is compromised or used or Card has been used through Google Pay without your permission, you must notify us immediately and if we so require, furnish to us a statutory declaration in such form as we specify and/or a police report and/or any other information we may reasonably require. You are liable for all unauthorized use of your Card in connection with Google Pay. Notwithstanding the foregoing, your liability for all unauthorized transactions on your Card in connection with Google Pay which are effected prior to you notifying us shall be limited to HK$500 provided (i) you have fully complied with these Terms and Conditions (including, but not limited to the safety precautions) and you notified us without delay, (ii) you assist in the investigations and recovery, and (iii) we are satisfied that such unauthorized transactions are not due to your willful misconduct and/or gross negligence and that you have not acted fraudulently.

If you fail to notify us immediately of any unauthorized transactions of your Card on Google Pay, you will be held liable for such transactions. The Relevant Terms have detailed your liability for losses.

You agree and acknowledge that the transaction history displayed in Google Pay in connection with use of your Card in Google Pay solely represents our authorization of your Google Pay transaction using that particular Eligible Device and does not reflect any post authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks.

Accordingly, the purchase amount, currency, and other details for your Google Pay transaction history in connection with use of your Card in Google Pay may not match the transaction amount that is ultimately cleared, settled, and posted to your Card statement of account. If there is any inconsistency between your Card statement of account and transaction history displayed in Google Pay, your Card statement of account shall prevail, and you will remain liable to us for the amounts set out on your statements.

We currently do not impose a fee for using your Card through Google Pay but we reserve the right to impose a fee at our sole discretion in the future. All applicable interest, fees and charges that apply to your Card pursuant to the Terms and Conditions for Accounts and Services will continue to apply after you have registered your Card with Google Pay. Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of Google Pay ("Charges"). You shall be solely responsible for such Charges.

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As a condition of using your Card in connection with Google Pay, you acknowledge and consent to us sending notifications and automatically dialed calls or text messages to the Eligible Device which may or may not be the same device as your mobile phone number on record with us. If at any time you revoke this consent, we may suspend or cancel your ability to use your Card in connection with Google Pay.

Devices modified contrary to the software or hardware guidelines of a manufacturer, including by disabling hardware or software controls, (commonly referred to as "jail breaking"), are not Eligible Devices. You acknowledge and agree that the use of a modified device to use your Card in connection with Google Pay is expressly prohibited, constitutes a violation of these Terms and Conditions, and is grounds for us to deny your access to your Cards through Google Pay.

We have the right to suspend or cancel your ability to use your Card in connection with Google Pay at any time and need not give you any prior notice or reason for doing so.

We have the right to impose a limit on any daily and/or individual transaction amount(s) charged to your Card through Google Pay. The limit will be such amount(s) as determined by us and notified to you from time to time.

AUTHORIZATION TO COLLECT AND SHARE DATA

You agree that we may collect, transmit, store, and use technical, location, and login or other information about you and your use of the Cards through Google Pay. If you provision a Card on or after 12:00 am PST on February 20, 2018, you further agree that Google may use, store and disclose the Token associated with your Card or your Card to identify you in connection with your use of your Google Payments Account in accordance with the Google Terms. You acknowledge that (i) Google, the provider of Google Pay technology that supports the Cards in Google Pay, as well as its sub-contractors, agents, and affiliates, and (ii) the applicable payment network branded on your Card (e.g., MasterCard International Incorporated and its affiliate Maestro) as well as sub-contractors, agents, and affiliates of such payment networks, will have access to certain details of your transactions made with merchants via use of your Cards through Google Pay in and/or for the purposes of (1) performing its obligations hereunder; (2) providing you with relevant transaction data; (3) detecting and addressing fraud; (4) complying with applicable laws and regulations; (5) responding to inquiries made pursuant to court orders or by regulators; (6) managing, making product enhancement to, and/or promoting the use of Google Pay; and (7) creating business and/or technical performance reporting. You acknowledge that the use, storage and disclosure of any personal information provided by you directly to Google, the applicable payment network branded on your Card, or other third parties supporting Google Pay, will be governed by the privacy policy of such party.

MERCHANT RELATIONSHIPS AND DISCLAIMERS

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Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) ("Offers") if payment is effected through Google Pay. Such Offers are subject to certain terms and conditions between you and the relevant merchant, and may be subject to change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and the Relevant Terms, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through Google Pay or the Offers that they provide.

CHANGES TO PARTICIPATION IN Google Pay AND TERMS AND CONDITIONS

Subject to applicable laws and regulations, at any time we may (i) terminate your use of Cards in connection with Google Pay, (ii) modify or suspend the type or dollar amounts of transactions allowed using Cards in connection with Google Pay, (iii) change the eligibility of a Card for use with Google Pay, and/or (iv) change the Card authentication process.

If we have cancelled or suspended your Card in accordance with the Relevant Terms, you will not be allowed to use it through your Eligible Device. Please note that this is the case even though you may still see a symbol for the Card on your Eligible Device.

We may amend at any time these Terms and Conditions, by providing reasonable prior notice to you. We may revise these Terms and Conditions at any time by updating this posting. You are bound by such revisions and should therefore visit www.citibank.com.hk to review the current Terms and Conditions from time to time.

SECURITY AND YOUR LIABILITY

If you share your passcode with any other person, you are taken to have authorized that person to transact on your account using Google Pay. This means that any Google Pay transaction initiated by that person using the fingerprint or passcode will be authorized by you and the Relevant Terms which deal with unauthorized transactions will not apply.

If you register your Card with Google Pay, you are responsible for ensuring that:

(i) the Google Pay wallet is not shared with anyone and is used only by you;

(ii) you keep the passcode in the Eligible Device in the same way as you would safe keep a banking password or PIN secure, including by:

a. not sharing it with anyone;
b. not carrying a record of it with an Eligible Device or anything liable to be stolen with an Eligible Device (unless a reasonable effort is made to protect the security of it);

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c. not choosing a passcode that can be guessed, such as your date of birth or a recognizable part of your name; and

d. not failing to protect the security of the passcode ;

(iii) you must keep the Eligible Device safe and secure (including by locking it when not in use or when it is unattended and by installing up-to-date anti-virus software on it);

(iv) remove any Cards from the Eligible Device before disposing of the Eligible Device; and

(v) turn off the Near-field communication (NFC) function when you are not using Google Pay.

At any time, you can delete or suspend your Card from Google Pay.

Please call us immediately on 2860 0333 (24 hours a day) if:

(i) your Card(s) added to Google Pay has/have been lost or stolen;
(ii) your Eligible Device is lost or stolen;
(iii) your Eligible Device mobile service is suddenly disconnected without your permission (which may indicate your Eligible Device and/or your Card(s) added to Google Pay has/have been subject to unauthorized use or access) ; or
(iv) you suspect a security breach in relation to your Eligible Device or Google Pay or that an unauthorized person has used your passcode, Card PIN or your other credentials to access Google Pay.

INTELLECTUAL PROPERTY

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights (collectively, "Intellectual Property Rights") in Google Pay (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by Google, us, our licensors or third parties. Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by Google, us, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with, Google Pay.

DISCLAIMERS OF WARRANTY

Google Pay is provided by Google, and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with Google Pay may be delayed, interrupted or disrupted for an unknown period of

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time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card through Google Pay due to such delay, interruption, disruption or similar failure.

You acknowledge that we are not party to the terms and conditions for Google Pay between you and Google and we do not own and are not responsible for Google Pay. We are not providing any warranty for Google Pay. We are not responsible for performance, maintenance or other support services for Google Pay and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Google Pay, including, without limitation, any third party product liability claims, claims that Google Pay fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of Google Pay, including those pertaining to Intellectual Property Rights, must be directed to Google.

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall we, our processors, suppliers, or licensors (or their respective affiliates, agents, directors, and employees) be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other Intangible losses, that result from the use of, inability to use, or unavailability of Google Pay, including your use of your card in connection with Google Pay.

To the maximum extent permitted by applicable law, we, our processors, suppliers, and licensors (and their respective affiliates, agents, directors, and employees) assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of Google Pay, including your use of your card in connection with Google Pay; (iii) any interruption or cessation of transmission to or from Google Pay; (iv) any bugs, viruses, Trojan horses, or the like that may be transmitted to or through Google Pay by any third party; (v) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through Google Pay; and/or (vi) user content or the defamatory, offensive, or illegal conduct of any third party.

INDEMNITY

You will indemnify, defend, and hold us (and our employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses

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(including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms and Conditions, including any violation of our policies; (b) your wrongful or improper use of Google Pay, including willful misconduct or fraud; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of Hong Kong or any other country; (e) any access or use of Google Pay by any other party with your Touch ID or personal identification number or passcode or other appropriate security code, and (f) any change in law, regulation or official directive which has an effect on the Card or Google Pay, and the same may be debited to your Card and/or shall be paid by you on demand.

REPRESENTATION AND WARRANTY

You represent and warrant to us that: (i) to the extent you identified a name at registration, the name identified by you when you registered your Card to be added to Google Pay is your name; (ii) all Cards you add to Google Pay is or are, your Card(s); (iii) you and all transactions initiated by you or using any of your Cards added to Google Pay will comply with all laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; (iv) you have the authority to authorize the receipt of notices, calls and text messages from us at the phone number you provide, (v) you will not use any of your Cards through Google Pay for any fraudulent undertaking or in any manner so as to interfere with the operation of Google Pay; (vi) you will not permit any use of your Card(s) through Google Pay by any third party; and (vii) your use of your Card in connection with Google Pay will comply with these Terms and Conditions.

REMOVAL OF YOUR CITI CARDS FROM GOOGLE PAY

You shall follow the instructions from Google Pay to remove your Card from Google Pay if you no longer wish to use enroll your Card through Google Pay. Removal of your Card from Google Pay will not terminate your Card in its plastic card form unless you also choose to terminate such in accordance with the Relevant Terms.

SEVERABILITY

If any provision or part of a provision of these terms is invalid or unenforceable, it will be severed from these terms and the remaining provisions (or parts of provisions) will continue in full force and effect.

THIRD PARTY RIGHTS

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No person other than you and us will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap 623) of the laws of Hong Kong to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.

GOVERNING LAW

The same laws that govern your Account shall govern these Terms and Conditions.

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