

**Terms and Conditions for Citibank Personal Loan**  
**(Effective as of June, 2018)**

In consideration of Citibank (Hong Kong) Limited ("Citibank") agreeing to grant and/or granting a loan (the "Loan") to me/us upon such terms as confirmed in a Personal Loan Approval Letter (the "Approval Letter") to be sent by Citibank to me/us and on the basis of the information as contained in the Personal Loan Application Form (the "Application"). I/We hereby agree as follows:

**1. Borrower's information**

I/We understand that Citibank grants or continues to grant the Loan to me/us on the basis that the information provided by me/us is and will remain true and correct. I/We will inform Citibank immediately in writing upon any change of such information including but not limited to employment, business or residential address, permanent residence, telephone number or change of status that may arise from any of my/our relatives becoming a director or an employee of Citibank.

**2. Observance of Terms and Conditions**

I/We shall observe these Terms and Conditions as well as the conditions and terms contained in the Application and the Approval Letter.

**3. Loan Disbursement**

The approved Loan amount will be disbursed to an account stated in the Application held by me/us in Hong Kong only. Loan disbursement to me/us may be made by any other means as Citibank may from time to time stipulate. I/we acknowledge and understand that the account bank of the Loan disbursement bank account may charge me/us for service fee or other fees in relation to the deposit of the approved loan amount into the Loan disbursement bank account and Citibank shall not be responsible for such fees.

**4. Payments**

4.1 Repayment of the Loan is by way of equal monthly installments, each of which is calculated by adding up

(a) the principal amount of the Loan and

(b) interest for the Loan tenor, and dividing the resultant sum by the number of months in the Loan tenor. The monthly repayment amounts are rounded up to the nearest integer.

4.2 Each installment amount or the number of installments may be increased by Citibank to account for any late or overdue interest or installment payment.

4.3 I/We agree that I/we shall settle this repayment by Autopay. Each installment amount is made via my/our named repayment account in the Application.

Payments to Citibank may be made by such other means as Citibank may from time to time stipulate. e-Cheque deposits through e-Cheque Drop Box Service provided by Hong Kong Interbank Clearing Limited will be governed by the applicable terms and conditions, a copy of which is available at [www.citibank.com.hk](http://www.citibank.com.hk).

4.4 I/We authorize my/our bank named in the Application to effect transfer from my/our account to Citibank's account in accordance with such instruction as my/our bank may receive from Citibank for respective amount equivalent to the monthly installment amount. I/We agree that I/we shall not be obliged to ascertain whether or not notice of such transfer has been given to me/us. I/we accept full responsibility for any overdraft (or increase in existing overdraft) on my/our account which may arise as a result of such transfer(s). I/We confirm that my/our signature(s) on my/our supporting documents is/are the same as that for the operation of my/our account to be debited for the transfer. I/We agree that should there be insufficient funds in my/our account to meet any transfer authorized in the Application, the bank shall be entitled, at its discretion, not to effect such transfer in which event the bank may make the usual service charge to be paid by me/us. I/We agree to notify Citibank of any change of repayment account or cancellation of payment method. I/We agree that any notice of cancellation or variation of this Autopay authorization which I/we give to my/our bank shall be given at least seven business days prior to the date on which such cancellation or variation is to take effect and at the same time such notice shall be given to Citibank. I/We further authorize Citibank to instruct my/our bank to debit any late charge, outstanding repayment and/ or any related expenses incurred in connection with the Loan from my/our account through Autopay.

4.5 Notwithstanding the foregoing arrangement, Citibank reserves its overriding right to modify and/or cancel the Loan at any time at its discretion without prior notice to me/us. I/We further agree that the Loan is repayable on demand by Citibank. Upon notice or demand by Citibank at any time, or if I/we fail to comply with the terms in relation to the Loan, I/we agree that:-

(a) All or part of the Loan may be terminated and my/our liabilities to Citibank, whether primary, collateral, several, joint, present, future or contingent, shall forthwith become due and payable, without demand or notice; and/or (b) Citibank may, without any liability to me/us, take all actions as you may deem fit to settle my/our outstanding amounts, and accordingly I/we hereby irrevocably authorise Citibank to act on my/our behalf. Citibank is entitled to use its own discretion and act in good faith in all aspects accordingly.(c) I/we shall be liable to pay in full such outstanding amounts; and (d) I/we shall fully indemnify Citibank against all liabilities and obligations incurred by Citibank in connection with the granting of the Loan by Citibank.

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

4.7 Payments and credits will be applied by Citibank in the following order, firstly, legal and collection fees, interest, late charges on overdue amount and lastly, the outstanding monthly installments; or in any other order as Citibank may from time to time consider appropriate without prior reference to me/us.

4.8 Citibank's records, statements, advice, notices and certificates on the amount due or owing, terms of the Loan and its repayment, interest, late charge and other fees, costs and expenses shall be conclusive and binding on me/us except Citibank may at its absolute discretion correct any entries mistakenly or erroneously made by it.

4.9 Without prejudice to any other provisions in these Terms and Conditions, if I/we should be absent from Hong Kong for some time, arrangements to settle the monthly installment should be made prior to my/our departure.

4.10 I/We understand that I/we should inform Citibank as soon as possible of any difficulty in repaying or servicing the Loan over the period of repayment.

4.11 Early full repayment of the Loan is permitted subject to my/our payment of any interest and other charges accrued up to the due date of the next monthly installment payment following Citibank's receipt of the notice for early full repayment from me/us. In addition, an early repayment fee based on a rate on the entire principal amount of the Loan as set out in the Approval Letter subject to a minimum of HK\$100 will be payable by me/us for early full repayment of the Loan. The early settlement amounts are rounded up to the nearest integer. The rate of the early repayment fee depends on the loan tenor and the early full repayment period. Partial repayment of the Loan is not permitted.

**5. Handling Fee**

No handling fee will be charged.

**6. Interest Charges and Expenses**

6.1 Interest on the entire principal amount of the Loan will be calculated based on an agreed rate for the Loan tenor as set out in the Approval Letter. Citibank shall have the right at its discretion to apportion any installment payment between interest and principal in such manner as it shall desire.

6.2 Upon default in repayment of a part or all of any monthly installment, a late charge at the rate of 3% per month shall be charged on the entire amount of the monthly installment from the repayment date until full payment is received. The late charge will be calculated and accrued on a monthly basis. The late charge amounts are rounded up to the nearest integer.

6.3 I/We will fully indemnify Citibank on demand of all legal fees and other costs and expenses of reasonable amount and reasonably incurred by Citibank in enforcing its rights in connection with the Loan and/or any guarantee or security for the Loan.

6.4 Citibank may from time to time at its absolute discretion vary the rate, method of calculation and payment of any late charge and other fees, costs, and expenses by giving prior notice to me/us.

6.5 Citibank may employ third party agents to collect overdue amounts owed by me/us. I/We will fully indemnify Citibank for all legal fees on a full indemnity basis. I/We will also indemnify Citibank for all other costs and expenses (including fees of debt collection agencies) reasonably incurred by Citibank in

recovering all overdue amounts up to a maximum of 30% of the outstanding amount.

#### 7. Other Charges

- 7.1 I/We understand that request for change of repayment date after the Loan amount is disbursed to me/us will be subject to a charge of HK\$100 and the request is subject to acceptance by Citibank at its own discretion.
- 7.2 I/We understand that request for any loan documents copy will be subject to a charge at HK\$50 per copy.
- 7.3 I/We understand that request for access of personal data will be subject to a minimum charge of HK\$200 per request or at other charges as notified by you from time to time.
- 7.4 Citibank may from time to time at its absolute discretion vary the rate of any charges and other fees by giving prior notice to me/us.

#### 8. Event of Default

Without prejudice to any other rights or any remedies to Citibank herein or at law, all monthly installments payable by me/us shall become immediately due and payable and my/our other obligations and liabilities to Citibank, actual or contingent, shall also become immediately due and payable (without demand or notice) upon:

- i. my/our failure to perform and observe any of the provisions herein or any other terms or conditions contained in the Application or the Approval Letter;
- ii. the filing of a Petition in Bankruptcy by or against me/us;
- iii. the application by any person for the appointment of a receiver to take control of, or for a Writ of Attachment against any of, my/our property;
- iv. the application by me/us or any other person for an interim order for making a debtor's proposal for voluntary arrangements;
- v. the death, failure in business of, or commission of any act of bankruptcy by me/us; or
- vi. my/our failure or in Citibank's opinion, it is likely that I/we would fail to perform, observe or settle my/our obligations and liabilities under any other arrangements with Citibank or its subsidiaries or affiliates.

#### 9. Security

9.1 In addition to any general lien or similar right at law, Citibank may, at any time and without prior notice, set off or transfer any sum(s) standing to the credit of my/our account(s) with Citibank or Citibank, N.A., Hong Kong of whatever description and in whatever currency and whether held singly or jointly with others in or towards satisfaction of my/our liabilities to Citibank in connection with the Loan. Insofar as any of my/our liabilities to Citibank are contingent or future, Citibank's liability to make payment of any sums standing to the credit of any of my/our accounts shall to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event.

9.2 I/We shall upon demand provide Citibank with cash or other forms of security or collateral which are (in Citibank's opinion) sufficient in value and amount and otherwise acceptable to Citibank to secure or further secure my/our liability in connection with the Loan.

9.3 I/We authorize Citibank to provide to any person who will provide any guarantee, security or collateral to Citibank to secure or further secure my/our liability in connection with the Loan the following documents:

- i. a copy or summary of the Approval Letter;
- ii. a copy of any formal demand for overdue payment that is sent to me/us after I/we have failed to settle the overdue amount following customary reminder; and
- iii. upon request by that person, a copy of the latest statement of the Loan account provided to me/us (if any).

#### 10. Rights of Citibank

10.1 I/We hereby authorize Citibank and any person who has obtained any of my/our personal and account information or records from Citibank:

(i) to disclose any of such information or records to or obtain the same from (a) any office/branch of Citibank's Group or any of its subsidiaries, affiliated or associated companies or related entities from time to time inside or outside Hong Kong; (b) any participant, proposed participant or sub-participant in, or transferee, assignee or successor of any of Citibank's rights in relation to me/us and/or the Loan; (c) any financial institutions, card issuing companies, credit reference agencies, debt collection agencies, agents or contractors; (d) any other person who has established or proposes to establish any business relationship with Citibank or recipient of the data, and any such person or entity may utilize such information in the course of any business carried on by him or it;

(ii) to process, keep, transfer or disclose any such information or records in and to any country as Citibank or such person considers appropriate;

(iii) to use such information or records for the purpose of (a) considering my/our Application; (b) administering the services provided to me/us; (c) promoting and providing services or other products made available by any Citibank's Group; (d) conducting credit checks; and (e) any other purpose relating to the aforesaid;

(iv) to transfer my/our personal and financial data to Citibank's business associates and partners for the offering of credit card facility or other financial services in case my/our Loan Application is rejected.

10.2 No delay or indulgence on the part of Citibank (or its assignee or transferee) in exercising any rights hereunder or otherwise shall operate as a waiver or in any way prejudice any of its rights.

10.3 Citibank hereby reserves the right to amend at any time any of the Terms and Conditions by giving prior notice to me/us. Amendments will take effect on the date stipulated on any notice and any despatch of the notice to me/us containing such amendments will constitute sufficient notification to me/us.

10.4 Citibank prohibits the usage of unsecured loans for investments into Citibank wealth management products. I/we hereby confirm that if the unsecured loan is approved, these loan proceeds will not be used for subscription into Citibank offered wealth management and Insurance products. In the event that the loan funds have been used for purposes as prohibited above, you shall be entitled to do all acts and things you deem necessary to comply with your policies, including but not limited to liquidating my/our holdings of Investments/Insurance at that time. I/We agree to bear all costs and expenses you incur as a result thereof.

#### 11. Rights of Borrower

I/We may at any time in accordance with the Personal Data (Privacy) Ordinance (a) check whether Citibank holds data about me/us and have access to such data upon paying such fees as may be imposed by Citibank; (b) require Citibank to correct any data relating to me/us which is inaccurate; (c) ascertain Citibank's policies and practices in relation to personal data; (d) request Citibank to inform me/us the items of data which are routinely disclosed to a credit reference agency and in the event of default to a debt collection agency; and (e) request Citibank to provide me/us with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency.

#### 12. Miscellaneous

12.1 I/We hereby confirm that this loan application is not referred by a third party.

12.2 The agreement between Citibank and me/us in respect of the Loan shall not be discharged nor shall its validity be affected by any change in structure, incapacity or legal limitation of the following:

- i. Citibank;
- ii. the signatories to any document in relation to the Loan; or
- iii. any persons/firms whose liability is covered herein.

12.3 Citibank may at any time transfer, assign, delegate or sub-contract any or all of its rights or obligations in connection with the Loan and/or any guarantee or security for the Loan to any person without prior notice to me/us.

12.4 I/We shall indemnify Citibank against all claims, demands, costs, losses and expenses suffered or incurred by Citibank in relation to Citibank acting on any written, verbal, telephone, facsimile or electronic instructions or confirmations given by any person whom Citibank believes in good faith to be me/us or to have authority to give such instructions or confirmations on my/our behalf, regardless of the prevailing circumstances or the nature of the transaction and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in the giving, receipt or contents of such instructions / confirmations.

12.5 All notices, statements or correspondence sent by Citibank may be sent by regular mail to the usual or last known address of me/us, and will be deemed to have been duly served 2 days after the date of posting if mailed to an address in Hong Kong, or 7 days after posting if mailed to an address outside Hong Kong.

12.6 I/We hereby declare that I/we have been advised to seek independent legal advice on these "Terms and Conditions for Citibank Personal Loan". I/We hereby further declare that I/we fully understand the contents of these Terms and Conditions.

12.7 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 these Terms and Conditions.

12.8 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Hong Kong Special Administration Region of the People's Republic of China ( "HKSAR" ) and I/we hereby submit to the non-exclusive jurisdiction of the courts of the HKSAR.

12.9 Where the Loan is granted to more than one borrower:

- i. the liability of each of us is joint and several;
- ii. each of us shall be bound by these Terms and Conditions even though any of the others intended to be bound is not;
- iii. Citibank is entitled to deal separately with any of us on any matter (including, without limitation, discharging the liability of any of us to any extent) without affecting the liability of any of the others;
- iv. none of us is entitled to the rights or remedies of a surety as regards the liability of any of the others; and
- v. any communications between Citibank and us shall be effective on Citibank only if given by each of us and effective on us if given by Citibank to any of us.

12.10 For the purposes of these Terms and Conditions, "business day" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Hong Kong, and if on that day a payment in or a purchase of a currency is to be made, a day on which the principal financial centre of the country of that currency is open for business.

12.11 If there is any difference between the English version of these Terms and Conditions and the Chinese version, the English version will prevail.

12.12 Nothing in this agreement, document, terms or conditions, 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).

12.13 Subject to the Borrower giving prior consent to Citibank to do so, the Borrower acknowledges that Citibank may use voice recognition technology to collect and analyze the Borrower's voiceprint biometric data for the purpose of identity verification when the Borrower gives instructions through the CitiPhone Banking.

12.14 I/We agree to Citibank recording the telephone conversations between Citibank and me/us.