

Citi Octopus Credit Card Agreement

TERMS AND CONDITIONS
(Effective on November 20, 2023)

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 ("Supplementary Cardholder") under a Supplementary Card ("Supplementary Cardholder") upon the following terms. By signing or using the Card, the Principal Cardholder and any Supplementary Cardholder (each and together the "Cardholder") jointly and severally agree or confirm their agreement to abide by and with the excise and conditions of use of the Cardholder and 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 on 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 or any other person to use the Card for any purpose; (c) use the Card 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limit assigned by the Company from time to time at its discretion ("Loan Limit"); and (f) not use the Card after it is withdrawn, cancelled or malfunctioned.

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.

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 should not sign any sales draft in the name of the Cardholder 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.

2.4 The Cardholder agrees to use the 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 Cardholder may use the Card 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, "PayLite" Installment Program, "Cash Advance" 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 of the Card is exceeded. The Cardholder understands that the type of Transactions effected without the Cardholder's / Cardmember's signature may include, without limitation, orders placed by telephone, fax, mail or electronic means, orders placed by an automated teller machine ("ATM") and orders placed by 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 Card Limited ("Octopus Card") under an Agreement before its activation. Octopus Card is not subject to the Conditions of Issue, as well as 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 Service Agreement ("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.

3.2.2 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 Service Agreement ("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 his Apple Pay via the Octopus app. This virtual 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 Card, and is separate from the Physical Octopus Card, and does not share the value stored in the Physical Octopus Card;
- (b) Citi Octopus Card on iPhone or Apple Watch is provided by Octopus Card Limited ("Octopus Card") under an Agreement, as well as other terms and conditions imposed by Citi;
- (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 Cardholder with the Card on iPhone or Apple Watch shall be debited from the Account of the Principal Cardholder and, if applicable, any unused remaining value stored on the Citi Octopus Card on iPhone or Apple Watch shall be refunded to the Account of the Principal Cardholder; 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 ("AAVS", 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 itself).

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 applicable laws and regulations. The Company 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, (c) Citibank (Hong Kong) Limited, and/or (d) 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, payment processors, clearing and settlement systems, intermediary banks and correspondent banks (the "Payment Infrastructure Provider")) (the "Third Party Service Providers") may break (b) the law or regulation of any jurisdiction, domestic or foreign, or (ii) any agreement entered into or any other arrangement which the Company, Citigroup Inc., Citibank (Hong Kong) Limited, and/or any of its Group Companies, prosecuting, tax or governmental authority in any jurisdiction,

suppliers. The Cardholder agrees that the Company has granted the Cardholder a non-exclusive license to use this software in connection with the Card. The Cardholder agrees to use the software in accordance with the license terms and conditions of use of the software. The Cardholder agrees 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.

10. **CITIALERTS SERVICE**
10.1 The Cardholder agrees that by enrolling for and using the service(s) wherein the Company will send alerts via electronic means ("Citi Alerts services") to the Principal Cardholder and any Supplementary Cardholder 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, amended, supplemented, or otherwise modified or changed in any manner, and to 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.

10.2 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.
10.3 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, confidentiality or availability 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, being sent or disclosed to other parties without the Cardholder's authorization.

10.4 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.
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 be liable for any interruption or 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 as designated by the Company. 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 or for any interruption or failure of the Company'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, fire, flood, explosion, terrorism, civil commotion, strike, war, flood or explosion which it relates.

10.6 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 therefore the Cardholder's 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 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.

11. **CANCELLED, SUSPENDED, 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 OF ALL THE CARDS, CLOSE THE ACCOUNT OR TERMINATE THIS AGREEMENT WITHOUT ANY REASON OR CAUSE OR**

domestic or foreign (the "Authorities") (ii) and (iii) collectively referred to as the "Law or Regulation"). The Company will not be liable to the Cardholder for any loss or damage caused by the Company or its suppliers in any way from a refusal to process or pay a Transaction under this clause.

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, increase or reduce the Customer Credit Limit, Loan Limit or Cash Advance Limit, withdraw any of all the Cards, close the Account or terminate this Agreement without any reason or cause or

domestic or foreign (the "Authorities") (ii) and (iii) collectively referred to as the "Law or Regulation"). The Company will not be liable to the Cardholder for any loss or damage caused by the Company or its suppliers 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 detected by the Company before its investigation and 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 and OCL ("Octopus Card Limit") shall be the same as 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.

3.5 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, the Cardholder shall be liable to the 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. If the Cardholder is dissatisfied with the merchant's resolution 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 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 appropriate complaint or redress should be made to the merchant in relation 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 other Charges ("Statement Balance"). Card 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 HK\$20.00).

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 in such order of priority as specified in the Statement ("Payment Schedule") or as may be determined by the Company from time to time:-
(a) Minimum Payment Due
3.11 The minimum payment ("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 payment of the Minimum Payment Due, require payment of any or all of the excess beyond his Customer Credit Limit, if for whatever 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 or credit advance and 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.

(d) Statement Retrieval Fee
A handling fee as specified in the Fees Schedule will be charged to the Cardholder for each statement.

(e) 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.

(f) 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 supplementary Card) will be charged on 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 practice, and without affecting the amount of the finance charges which will be calculated and accrued on a daily basis.

(g) 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.

(h) 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 refunds in connection with the Card.

(i) Return Check / Reject Automatic Fee
An appropriate 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.

(j) 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.

(k) Collection Fee
If payment is made by the Cardholder in a currency other than Hong Kong dollars, the Cardholder shall be liable for the outstanding balance each payment after its receipt and deduction of all collection costs.

(l) Over Limit Charge
An over limit charge as specified in the Fees Schedule will be charged to the Account if the Cardholder exceeds the Customer Credit Limit.

(m) 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.

(n) Statement Retrieval Fee (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, 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.

(o) Statement Retrieval Fee
A handling fee as specified in the Fees Schedule will be charged for retrieval of sales draft.

(p) 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.

4.4 All 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 with a range of wholesale market rates on the conversion day, but not limited to cash advance fees, late charges, over limit charges, service, return check / reject autopay fee (if any), card replacement fee (if any) and charge dispute handling fees (if any).

4.5 The Cardholder agrees that (a) the Cardholder's sole responsibility to ensure that all entries are correct is to review his own statements, 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 and 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 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 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 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 notices 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 be treated as 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 an automated teller machine (whether or not such device is that of the Company) or use of the Card on iPhone or Apple Watch (if applicable) on the Card or Citi Octopus Card on iPhone or Apple Watch (if applicable), including those set out in transaction records and deposit envelopes used in connection with the Card, the Company agrees to credit the 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 Cardholder will be deemed to have authorized the Company to effect 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 used by the Company to enforce its claims, including those set out in this Agreement, the Cardholder will reimburse the Company all such legal

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, product, marketing, developments, designing services or product, improving customer experience;
(d) predictive modelling; and
(e) any other purposes relating thereto.

14. **MISCELLANEOUS**
14.1 The Company may at any time transfer, assign, delegate or sub-license all or any of its rights or obligations under this Agreement, with or without the consent of the Cardholder. Without prejudice to the foregoing, the Company may also transfer all or part of its rights and obligations hereunder and any amount in the Account to any Group Company as reasonably considers necessary to comply with any Law or Regulation.

14.2 All notices, Statements or correspondence sent by the Company may be in the form of written notice, statement or advice insert, message by email or preprinted on Statement or advice, or through any other security and integrity supplied and approved 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 in a generally acceptable time or that means of communication.

14.3 The Company is hereby authorized (but is not obliged) to accept any instructions given by (a) telephone, text, mail, facsimile transmission or in writing purportedly given by the Cardholder; or (b) electronic means (including email or SMS) given in such manner as the Company may prescribe from time to time without any inquiry by the Company as to the authority or identity of the person making or purporting to give such instructions or their authenticity or without limitation in the Octopus stored value card function shall be deducted from the Account.

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

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

14.6 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.

14.7 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 right to enforce person which person would not have but for the Contracts (Rights of Third Parties) Ordinance (Cap.623 of the Laws of Hong Kong). ("CRTD") provided that a Third Party may enforce the provisions of this Agreement which grants or purports to grant any right to that Group Company; and (b) the parties to this Agreement do not require the consent of any Third Party to rescind or vary this Agreement at any time.

14.8 Disclosure regarding BDAI
"BDAI" refers to big data analytics and artificial intelligence applications, and generally involves quantitative method, system or process that uses human intelligence via computer programs, machine makes estimates, predictions, recommendations or decisions in manners that go beyond classical statistical, mathematical, econometric or financial approaches in order to achieve automation and gain analytics insights on large volumes of data. BDAI involves the use of data created by the preservation and logging of activity from people, tools and machines, including without limitation data from social media, internet-enabled devices, machines, video and voice recordings, machine learning, Multi-Tier-based methods, natural language processing, data network, biometric authentication technology, internet cookies, web logs are examples of BDAI.

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

A handling fee (if any) as specified in the Fees Schedule will be charged for request for retrieval of sales draft.

(b) 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 supplementary Card) will be charged on 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 practice, and without affecting the amount of the finance charges which will be calculated and accrued on a daily basis.

(c) 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.

(d) Dynamic Currency Conversion Fee
A dynamic currency conversion fee as specified in the Fees Company and Citibank, N.A., Hong Kong Branch (each, a "Citi Paying Entity") to undertake the other (each, a "Citi Creditor") to discharge any indebtedness which the Cardholder owes to a Citi Creditor upon its written demand of that Citi Creditor certifying to the Citi Paying Entity that the Cardholder is liable to that Citi Creditor for such indebtedness on its due date. The Cardholder undertakes to indemnify each of you may incur in connection with such undertaking.

(e) Hong Kong Dollars
A handling fee as specified in the Fees Schedule will be charged in the event of cancellation of Merchant Installment Plan.

(f) Paper Statement Fee
A handling fee as specified in the Fees Schedule will be charged for each paper statement.

(g) 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 with a range of wholesale market rates on the conversion day, but not limited to cash advance fees, late charges, over limit charges, service, return check / reject autopay fee (if any), card replacement fee (if any) and charge dispute handling fees (if any).

(h) 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 must 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 / 2860 0338 (for Citibank branches) or through the Company's website (only / Ultima Service 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 liable for any transactions (whether or not authorized by him) effected using the Card before he notifies the Company of the loss or theft of the Card. If the Cardholder has notified the Company 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 liability 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 (i) use of Card in automated teller machine (whether or not such device is that of the Company); or (ii) use of the Card on iPhone or Apple Watch (if applicable) on the Card or Citi Octopus Card on iPhone or Apple Watch (if applicable).

6.3 The Cardholder is not obliged to issue a replacement Card to the Cardholder if the 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 or Citi Octopus Card on iPhone or Apple Watch (if applicable) immediately in accordance with the terms of issue and/or such other instructions issued and amended by OCL from time to time.

7. RIGHTS OF THE COMPANY

7.1 The Cardholder hereby agrees that the Company may, at any time and without prejudice to the other provisions of this Agreement, transfer to the credit of the Cardholder's account with the Company and bank

monthly from the Account until full repayment of the Loan Amount. The Company will proportionally restore the Customer Credit Limit of the Card to the extent of the sum of the amount of the Cardholder's account with the Company as such, which 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) The payment of each Installment shall be made on the same day as any other Transaction charged to the Account and subject to all terms of the Agreement. In any event, Cardholder is required to repay the Loan Amount in full to the Company and is liable for all charges collected, including interest and late charges, on the due date of such 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/or, (i) not offer the Plan to Cardholder who has a maximum liability on his account with the Company. Upon the occurrence of any of the aforementioned event, if 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) 1.5% of the billed Installment will be included in the Minimum Payment Due.
(h) The Company will charge the interest rate and/or fees as disclosed at the date of availing the installment loan which shall be applicable during its entire term and no additional fees and finance charge will be charged for this Plan Transaction. ONLY if the Company receives (or had received) payment in full of the outstanding balance of the Account or cancellation of the Account by the Payment Due Date every month until you have paid all Installments.

However, if the Company does not receive the full payment of the Statement Balance as indicated in your:
a. current and previous monthly Statement of Account.
i. the billed monthly Installment due in current Statement of Account will be subject to the daily Finance Charge as set out in the Payment Schedule from the first day of the current Statement Date till one day before you pay the current outstanding balance in full, and
ii. any unpaid portion of any previous monthly Installment(s) in your current Statement of Account, will be subject to the daily Finance Charge as set out in the Payment Schedule from the first day of the current Statement Date till one day before you pay the current outstanding balance in full.

b. current and previous monthly Statement of Account only.
i. the billed monthly Installment due in current Statement of Account will be subject to the daily Finance Charge as set out in the Statement of Account from one day after the date you pay the current outstanding balance in full, and
ii. any unpaid portion of any previous monthly Installment(s) in your current Statement of Account, will be subject to the daily Finance Charge as set out in the Statement of Account from one day after the date you pay the current outstanding balance in full.

Please note that the Loan will take more than the scheduled term to pay off in full if only Minimum Payment Due is paid. The Minimum Payment Due is 1.5% of the current Statement of Account which is as specified in Clause 15.2 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 Statement Balance on or before the Payment Due Date of the 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 you are referred to the terms of the Payment Schedule of 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 Default Finance Charge processing. The payment allocation sequence specified in the Fees Schedule 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 and other benefits will be credited monthly corresponding to the Installment billed.

fees as taxed by the court on a common fund basis (fees and disbursements which are of a reasonable amount and reasonably incurred) and the discharge of all sums due to the Company and its 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.

5.3 The Cardholder directly and exclusively 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 such disputes.

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 set-off, claim, condition, restriction, deduction or withholding whatsoever.

5.6 Payments and credits to the Account may be applied in the following order: (1) legal and debit 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), card replacement fee (if any) and charge dispute handling fees (if any).

5.7 You agree that you 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. **PERSONAL DATA**
6.1 The Cardholder hereby agrees that all personal data relating to the Cardholder collected by the Company from time to time for use, held, disclosed and/or transferred to any of the Group Companies, 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 applicable by the Company and using the service in which an electronic form of statement of account(s) and/or designated advice of account(s) 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 (upon enrollment for the e-Statement Service and/or the e-Advice Service, the Cardholder will no longer

accounts with the Company or Citibank, N.A. of whatever description and in whatever currency and whether held jointly 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 the Cardholder in connection with the Card may only 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 the other (each, a "Citi Creditor") to discharge any indebtedness which the Cardholder owes to a Citi Creditor upon its written demand of that Citi

<p>Citi八達通信用卡合約 條款及細則</p>	<p>權服務(無論此設備是屬於發卡公司與否)或透過商戶之銷售點終端機或信用卡電話服務或任何其他發卡公司不時認可的設備發出的指示。</p>
<p>(由2023年11月20日起生效)</p>	

花旗銀行(香港)有限公司(簡稱「發卡公司」)按下列的條款發出Citi八達通信用卡(簡稱「此卡」,給閣下(簡稱「基本卡持有人」)和任何經基本卡持有人提名及獲發卡公司批准發給附屬卡之人士(簡稱「附屬卡持有人」)及)。基本卡持有人和附屬卡持有人(每位簡稱「持卡人」,基本卡持有人和附屬卡持有人亦統稱「持卡人」)在簽署或使用此卡時,即表示共同及個別同意閱讀及確認同意遵守本合約以下條款及負責支付以下條款應付給發卡公司的款項,但附屬卡持有人毋需負擔基本卡持有人或其他附屬卡持有人的債務:

- 持卡人資料
 - 持卡人明白發卡公司是基於持卡人所提供的資料在現在或未來均為正確無誤才簽發此卡給持卡人。所申報資料如有任何更改包括職業、工作或居住地址、永久居留地或電話號碼,持卡人將立即書面通知發卡公司。
 - 持卡人同意發卡公司對持卡人與發卡公司的電話通訊進行電話錄音。
- 此卡的使用
 - 持卡人須將本(a)於收到此卡後立即簽署(須與信用卡申請表格或發卡公司所訂明的該其他文件上的簽署者相同);(b)經常小心保管此卡並確保於任何時間均此卡由持卡人持有;及不可允許任何第三者以任何方式使用此卡;(c)不能使用超過發卡公司不時動議決定的信貸限額(簡稱「客戶信貸限額」);(d)不能使用超過發卡公司不時動議決定的現金透支限額(簡稱「現金透支限額」)、現金透支服務或客戶信貸限額的部份);(e) 不能使用超過發卡公司不時動議決定的信貸限額(簡稱「信貸限額」);及(f)不可在此卡被收回、取消或失效後繼續使用。
 - 持卡人須將便使用此卡的私人密碼保密,若該密碼一旦被洩露給其他人,持卡人須立即通知發卡公司。倘若持卡人之私人密碼不論因任何原因洩露給其他人,持卡人將須完全承擔一切由此而招致的後果、損失及/或其他責任,並承擔全數賠償發卡公司一切因此而起之損失。
 - 當使用此卡時,持卡人應確定於任何筆跡上的簽署與信用卡申請表格(或發卡公司所訂明的該其他文件)及此卡之上的簽署者相同,以便發卡公司可以進行核對審核。為免生疑,持卡人若未能實行此要求,將不會免除其使用此卡的任何責任。若持卡人想就此卡採新的簽署,需事先向發卡公司提出書面申請。
 - 此卡可根據以下第3條款用作信用卡和/或八達通儲值卡。
- 經此卡實行的交易
 - 信用卡功能
 - 此卡可在發卡公司的任何分行和其他接受此卡的財務機構及商戶使用。此卡可用作購買貨品和服務、現金透支、付賬和獲得發卡公司不時提供或安排之其他與信用卡有關的設備或服務,此卡亦可用作申請由發卡公司提供之信用卡貸款計劃(包括但不限於「Quick Cash」、發現分期計劃或賬單「分期更好使」、計劃或賬單「分期更好」計劃或折現計劃或結算轉移計劃或商戶分期計劃)。
 - 即使持卡人/會員沒有簽署任何單據/或此卡之使用已超過客戶信貸限額或貸款限額和/或沒有確認信用卡,持卡人/會員仍須負責一切因使用此卡而實行的交易(「交易」);未持有持卡人/會員簽署使用此卡而實行的交易包括但不 限於以電匯、傳真、郵寄或電子匯兌、直接授權從戶口轉賬付款、或利用自動職員

Citi Alerts即時短訊服務

務有關的電動(如適用)送達往持卡人指定的電郵地址。應視為每月結單及/或指定通知書並支持人。若發卡公司未能將電子月結單服務及/或電子通知書服務有關的電郵送達往持卡人/指定的電郵地址,或基於任何理由,儘管持卡人登記電子月結單服務及/或電子通知書服務,發卡公司可全權酌情決定將任何帳戶月結單及/或通郵郵寄給持卡人(最新登記的通訊地址)。

- 發卡公司可不時地決定修改、限制、撤銷、取消、暫停或中止電子月結單服務及/或電子通知書服務,而毋須給予任何通知或事先通知。發卡公司保留權利,可透過事先向持卡人發出通知隨時全權酌情決定不時就電子月結單服務及/或電子通知書服務徵收費用。
- 持卡人明白到,電子月結單服務及/或電子通知書服務須要求持卡人擁有適當的互聯網及電話網路及有適當的設備,持卡人應保持使用電子月結單服務及/或電子通知書服務的設備穩妥可靠。
- 若基使用電子月結單服務及/或電子通知書服務,持卡人承諾向發卡公司提供其最新及正確的電郵地址。
- 若發卡公司在合理重試後,仍未能夠有關電子月結單服務及/或電子通知書服務的電郵送達給持卡人,電子月結單服務及/或電子通知書服務將自動取消。發卡公司並會依例向持卡人印發月結單及/或通知書。
- 若持卡人擬取消電子月結單服務及/或電子通知書服務的登記,須於下期月結單/下一張通知書日期前不少於10個工作天前透過Citibank網上服務,或於下一個結單/一張通知書日期前最少15个工作天致電Citibank電話理財服務熱線2860 0333(白金卡服務專線2860 0360(僅供花旗銀行白金卡卡卡人使用)/Ultima服務專線2860 0308(僅供花旗銀行Ultima持卡人使用)/Citi Prestige服務專線2860 0338(僅供花旗銀行Citi Prestige持卡人使用)/American Express服務專線2860 0366(僅供Citi Cash Back American Express[®] Card會員使用)或前往花旗銀行分行、通知發卡公司、在取消電子月結單服務及/或電子通知書服務的登記後,發卡公司將依例向持卡人印發月結單及/或通知書。
- 持卡人同意,發卡公司毋須就持卡人的數據、軟件、電腦、通訊設備或其他設備因持卡人使用電子月結單服務及/或電子通知書服務所導致的(包括但不限於任何損失、損害或支出而承擔任何責任,除非純粹直接因發卡公司疏忽或蓄意疏忽所致,則作別論)。
- 持卡人同意發卡公司應以合理努力,確保電子月結單服務及/或電子通知書服務的安全性及確保未獲授權的第三者不能存取。但是,持卡人承認,發卡公司對於電子月結單服務及/或電子通知書服務透過任何同名法管轄區內任何適用的互聯網服務供應商、網絡系統或其他同類型系統所傳達的任何資料的保安、保密或機密事宜,並不保證。持卡人承認明白並接受所有使用電子月結單服務及/或電子通知書服務可能涉及之風險,包括但不限於電子月結單服務及/或電子通知書服務在未獲持卡人授權的情況下被截斷、監察、修改、竄改或被送還或披露予其他方。
- 電子月結單服務及/或電子通知書服務使用發卡公司的、發卡公司的附屬公司或其他軟件供應商的專有權軟件。持卡人同意發卡公司已就電子月結單服務及/或電子通知書服務向持卡人授予使用該軟件之非專有特許,此特許僅容許持卡人使用該軟件作預定之用途,持卡人同意不進行任何有關該軟件的分析、解碼、複製、更改或還原工程,亦不會准許任何其他人土進行上述事項。

- Citi Alerts即時短訊服務
 - 持卡人同意,通過登記及使用本公司透過電訊設備傳達服務的(簡稱為「Citi Alerts即時短訊服務」),即代表持卡人接受並同意本合約第10條條款約束,並支持與使用Citi Alerts即時短訊服務的任何費用。持卡人同意並從任何形式所有現行或此後制定、頒布或執行並適用於Citi Alerts即時短訊服務的條約、法規、規定及官方指引;以及發卡公司不時向持卡人提供、藉以規有關Citi Alerts即時短訊服務使用其他設施、優惠或服務的條款及條件。
 - 持卡人須負責電訊設備的保安,並須採取一切合理的防範措施以防止任何第三者接觸到任何機密資料。發卡公司將不會為任何 機密資料的披露而負上任何法律責任。
 - 持卡人同意發卡公司應以合理努力,確保Citi Alerts即時短訊服務的安全性及確保未獲授權的第三者不能存取。但是,持卡人承認,發卡公司對於電子月結單服務及/或電子通知書服務透過任何同名法管轄區內任何適用的互聯網服務供應商、網絡系統或其他同類型系統所傳達的任何資料的保安、保密或機密事宜,並不保證。持卡人承認明白並接受所有使用電子月結單服務及/或電子通知書服務在未獲持卡人授權的情況下被截斷、監察、修改、竄改或被送還或披露予其他方。
- 取消
 - 發卡公司保留權利更改或在毋需給持卡人任何理由或事先通知下,收回、暫停、延長或更改任何提供給持卡人的設施或服务、提高或降低客戶信貸限額、現金透支限額、結算/轉授或分付至任何人士、在無損於前文所述的情況下,如發卡公司合理認為發卡公司違反任何法律或規章而合理所需,發卡公司亦可發給發卡公司在協議內之全部或部分權益和義務及賬戶中的任何款項轉給任何集團公司。
 - 所有發卡公司發出之通知、月結單或書信可以書面通知、月結單附件或通知書,電子郵件訊息或印在月結單或通知單上訊息或透過發卡公司認為恰當之任何其他形式。所稱此等發卡公司發出之通知、月結單或書信在向持卡人/最後在發卡公司登記的地址送發後即為有效發出,並在该等

發卡公司將毋須就持卡人因在本條款下的交易遭拒絕處理及支付而蒙受的任何損失或損害向持卡人負責。

- 儘管本合約有所規定,如根據本合約就未經授權的交易在結算日期之前提出報告,持卡人擁有扣留有關爭議的金額,在進行調查期間,發卡公司將不會對爭議金額收取任何財務費用或利息,亦不會對持卡人作出不良信貸報告。調查如實完成後,如調查結果表明該交易並無根據,發卡公司會報知發卡公司(包括查詢期間)對爭議金額贖回或未償還的費用及收費及利息。該調查的結果對持卡人具有約束力。
 - 如該商戶無法交付任何投資或部份的產品或服務,或由於任何原因有關產品或服务違約,包括但不限於商戶的停業、破產或清算行動,持卡人仍然有責任按照相關的信用卡機構規則支付全數交易金額。
 - 任何因產品及/或服务引起的索償、糾紛或投訴都應由持卡人直接與商戶解決。無論此類糾紛(包括但不限於未收到產品 及/或未能履行服務)能否得到解決,持卡人仍然須遵守相關的信用卡機構規則並有責任按照本合約規定的方式清還全數交易金額。
 - 發卡公司既不是產品及/服務的供應商,也不是商戶的代理人,因此不負責產品或服务的质量、保養、送貨、供應、安裝、任何知識產權之所有權及與產品或服务相關的任何事宜。商戶為此類產品或服务及所有配套服務獨自承擔所有有關的責任及負責。
- 費用及收費
 - 發卡公司將為持卡人使用此卡而設一賬戶(簡稱「賬戶」)。發卡公司有權從此賬戶支取所有交易之款項及所有費用、收費、利息、欠款和其他據本合約應付的款額(統稱為「費用」)。
 - 發卡公司將每月向持卡人發出賬戶的月結單(簡稱「月結單」),詳列所有交易及費用(簡稱「月結單總結欠」)及到期應付日期(「付款限期」)。若自上一期月結單後沒有任何交易而賬戶的貨或信笈結餘亦少於發卡公司不時訂定的金額(現時為港幣二十元的貨、發卡公司可向持卡人發出月結單。
 - 發卡公司可使用其權利要求持卡人于付款限期之前或當日履行月結單總結欠外,持卡人將按照發卡公司列載於花旗銀行信用卡服務收費表(簡稱「服務收費表」)或不時訂定的收費率支付以下各款項給發卡公司:
 - 最低付款額
 - 月結單上顯示的最低付款額(簡稱「最低付款額」);但持卡人亦可償還多於最低付款額的款項。
 - 儲蓄及透支總額
 - 若持卡人因任何理由由獲容許超越其客戶信貸限額,不論發卡公司是收取超額費用或即時增加臨時信用限額的費用,發卡公司仍有權要求持卡人除了須償還最低付款額外,還繳納發卡公司任何或全部的超額客戶信用使用的款項。
 - 現金透支費用及現金透支利息
 - 持卡人可於任何時間向此卡一起結止:
 - 發卡公司保留權利拒絕處理或支付發卡公司機賬號及非賭博或根據適用法律可能為不合法的交易。如發卡公司合理相信處理或支付有關交易,(a)發卡公司、(b)花旗集團及其集團公司,包括發卡公司在內(「集團公司」)及/或(c)發卡公司或任何集團公司選擇向某提供服務而又非包括設施供應商的任何第三方面(即指構成全球客戶系統設施的第三方面)付款但不限於、通訊、結算或付款類;中、外銀行及代理銀行(付款設施供應商))、(c)第三方服務供應商)可能違反(i)任何當地或海外的司法管轄區的法律或規章、或(ii)發卡公司在任何當地或海外的司法管轄區與任何具司法管轄權的規管、檢控、投訴或政府機關(機關)訂立的任何協議(ii)及(ii)統稱為「法律或規章」,發卡公司可拒絕處理或支付有關交易。

仍須負責擔本合約所產生或仍然存在的責任。

- 通訊方式之通常送達時間視為已由持卡人收取。
- 發卡公司特此授權(但並非必須)接納以下方式發出的指示: (a) 據由持卡人發出的電話、傳真電報、郵寄、傳真傳輸或書面指示;或(b) 以發卡公司不時指定的方式透過電子途徑(包括電子郵件及短訊)發出的指示,儘管有任何錯誤、誤解、訛誤,倘或在條款上不清晰或欠缺授權,不須發卡公司查詢有關人士作出或據稱給予此等指示的權限或身份,或查詢它們是否適當。但發卡公司合理相信有關指示) (a)發卡公司、(b)任何其集團公司及/或(c)任何其第三方服務供應商可能違反法律或規章,發卡公司可拒絕執行有關指示。發卡公司將無須就持卡人因本條款下的指示遭拒絕執行而蒙受的任何損失或損害向持卡人負責。
- 本合約之條款之中文翻譯本僅作參考用。如中、英文本有任何差異,將以英文本為準。
- 除文意需另作解釋,否則,所有本合約內單數名義之字眼亦包括雙數含義,而而雙數名義之字眼亦包括單數含義,如適當時所有男性之字眼亦包括女性和/或中性。
- 本合約之標題僅作參考用途,並不影響本合約之詮釋。
- 本合約受香港法律管轄並根據香港法律詮釋;持卡人及此項直接受香港法律的非專職性司法管轄權。
- 此等條款、本合約、及/或持卡人與發卡公司之間的所有任何其他協議、文件、票據或安排的任何定章,不論何時或書面,既非在亦不會賦予任何(如非香港法律第623章、(《合約(第一者權利)條例》)的條文)或不會享有的任何強制執行條款的利益或權利,惟(a)根據本條文及《合約(第三者權利)條例》之條款,任何集團公司(發卡公司除外)(各自為一名「第三方」)可執行本合約向該集團公司投出或旨在投出任何權利之任何條款或規定;及(b)毋須任何第三方向間,本合約之各方可隨時撤銷或更改之合約。
- 有關「BDAI」的披露
- 花旗銀行戶口及服務之條款(「花旗銀行戶口及服務之條款」)(經不時修訂或補充)應視為全文而引用於本合約,如花旗銀行戶口及服務之條款與本合約之條款不一致,則以本合約之條款為準,惟當如此,就有關押記、結合及合併戶口及服務之條而言,則應以花旗銀行戶口及服務之條內第12條(押記、留置權及抵銷)下之第12.3、12.4及12.5條條文及取得大綱或保存及記錄之條文為限。花旗銀行戶口及服務之條款(經不時修訂或補充)之條款,包括以下一項,「花旗銀行戶口及服務之條款條文」為準,而花旗銀行戶口及服務之條款的適用條文內之指稱為:
 - 根據本合約,「閣下」應視為包括花旗銀行(香港)有限公司及花旗銀行香港分行;
 - 「Citigroup Organisation」應附有花旗銀行戶口及服務之條款的第2.3條(經不時修訂或補充)內所述之涵蓋。
- 其他
 - 發卡公司可在任何時間在毋須事先通知持卡人的情況下,將其在本合約內的任何或所有權利或業務轉讓、轉讓、轉授或分付至任何人士。在無損於前文所述的情況下,如發卡公司合理認為發卡公司違反任何法律或規章而合理所需,發卡公司亦可發給發卡公司在協議內之全部或部分權益和義務及賬戶中的任何款項轉給任何集團公司。
 - 所有發卡公司發出之通知、月結單或書信可以書面通知、月結單附件或通知書,電子郵件訊息或印在月結單或通知單上訊息或透過發卡公司認為恰當之任何其他形式。所稱此等發卡公司發出之通知、月結單或書信在向持卡人/最後在發卡公司登記的地址送發後即為有效發出,並在该等

費表上的手續費(如有)。

- 置閣個人資料手續費

若持卡人要求置閣個人資料,發卡公司將就每項個人資料置閣收取列載於服務收費表上的手續費。
- 即時增加臨時信用手續費

持卡人/會員若使用即時增加臨時信用限額服務,需就獲批准的臨時信用額的全數額支付列載於服務收費表上的手續費(如有)。
- 動態貨幣兌換費

在香港以外地區進行任何動態貨幣兌換交易,而交易的金額以港元從賬戶中扣除的話,該交易將會被徵收服務收費表所訂明的動態貨幣兌換費。
- 商戶分期計劃取消交易手續費

不論任何原因,若取消商戶分期計劃,將會被徵收服務收費表所訂明的取消交易手續費(如有)。
- 郵寄月結單費用

若持卡人收取郵寄月結單,發卡公司將收取列載於服務收費表上的手續費。
- 以非港幣之貨幣達成的交易付款,發卡公司將會按以VISA/MasterCard在折單日從隨地幣兌換率中運轉的兌換率折算為港幣。此等交易亦將另外收取列載於服務收費表上的手續費。
- 持卡人同意,持卡人須負責確保每收到所有月結單,並當未能及時收到或向發卡公司作出查詢及要求更改月結單。持卡人並承諾核實每份月結單是否正確。如有任何差漏、錯漏、錯誤或不正確的項或詳情,持卡人應於月結單日期起六天內通知發卡公司。在不該限期結帳後,有關的發卡公司紀錄及月結單詳情,應為針對持卡人的確證,除了已通知發卡公司的任何指稱錯誤,以及發卡公司行使權利以調整及修訂任何記項或詳情(發卡公司可於任何時候與有關機關)處理其造成的不當或錯誤之外,發卡公司亦須進一步證明有關紀錄及詳情屬屬正確。
- 賬目調查手續費

就每項不成立之賬目調查,發卡公司將收取列載於服務收費表上的賬目調查手續費(如有)。
- 拒欠財務費用(如適用)

發卡公司將每月關閉信用卡戶口以決定是否收取拖欠財務費用。若該戶口顯示發卡公司無能在任何月結單的付款限期之前收到該月結單的最低付款額,發卡公司將就該月結單之隔一期後的月結單取未繳付款之結欠及該月結單之隔一期後之月結單日起之所有新賬單收取拖欠財務費用(例於服務收費表)以收取拖欠財務費用,即使該各項新交易是在該月結單的付款限期內/需付款。該拖欠財務費用將繼續適用直至發卡公司在任何連續六個月付款逾期或之前前收到相關月結單的最低付款額為止,此外該財務費用將在使用時間開始收。拖欠財務費用將每日計算和累積。
- 支票提取取賬手續費

若持卡人/會員以支票提取賬戶盈餘,發卡公司將收取列載於服務收費表上的手續費用(如有)。
- 補發月結單手續費

若持卡人申請補發月結單,發卡公司將收取列載於服務收費表上的手續費。
- 申請補發發賬後手續費

若持卡人/會員申請補發發賬存根,發卡公司將收取列載於服務收

- 通訊方式之通常送達時間視為已由持卡人收取。
- 發卡公司特此授權(但並非必須)接納以下方式發出的指示: (a) 據由持卡人發出的電話、傳真電報、郵寄、傳真傳輸或書面指示;或(b) 以發卡公司不時指定的方式透過電子途徑(包括電子郵件及短訊)發出的指示,儘管有任何錯誤、誤解、訛誤,倘或在條款上不清晰或欠缺授權,不須發卡公司查詢有關人士作出或據稱給予此等指示的權限或身份,或查詢它們是否適當。但發卡公司合理相信有關指示) (a)發卡公司、(b)任何其集團公司及/或(c)任何其第三方服務供應商可能違反法律或規章,發卡公司可拒絕執行有關指示。發卡公司將無須就持卡人因本條款下的指示遭拒絕執行而蒙受的任何損失或損害向持卡人負責。
- 本合約之條款之中文翻譯本僅作參考用。如中、英文本有任何差異,將以英文本為準。
- 除文意需另作解釋,否則,所有本合約內單數名義之字眼亦包括雙數含義,而而雙數名義之字眼亦包括單數含義,如適當時所有男性之字眼亦包括女性和/或中性。
- 本合約之標題僅作參考用途,並不影響本合約之詮釋。
- 本合約受香港法律管轄並根據香港法律詮釋;持卡人及此項直接受香港法律的非常專職性司法管轄權。
- 此等條款、本合約、及/或持卡人與發卡公司之間的所有任何其他協議、文件、票據或安排的任何定章,不論何時或書面,既非在亦不會賦予任何(如非香港法律第623章、(《合約(第一者權利)條例》)的條文)或不會享有的任何強制執行條款的利益或權利,惟(a)根據本條文及《合約(第三者權利)條例》之條款,任何集團公司(發卡公司除外)(各自為一名「第三方」)可執行本合約向該集團公司投出或旨在投出任何權利之任何條款或規定;及(b)毋須任何第三方向間,本合約之各方可隨時撤銷或更改之合約。
- 有關「BDAI」的披露
- 花旗銀行戶口及服務之條款(「花旗銀行戶口及服務之條款」)(經不時修訂或補充)應視為全文而引用於本合約,如花旗銀行戶口及服務之條款與本合約之條款不一致,則以本合約之條款為準,惟當如此,就有關押記、結合及合併戶口及服務之條而言,則應以花旗銀行戶口及服務之條內第12條(押記、留置權及抵銷)下之第12.3、12.4及12.5條條文及取得大綱或保存及記錄之條文為限。花旗銀行戶口及服務之條款(經不時修訂或補充)之條款,包括以下一項,「花旗銀行戶口及服務之條款條文」為準,而花旗銀行戶口及服務之條款的適用條文內之指稱為:
 - 根據本合約,「閣下」應視為包括花旗銀行(香港)有限公司及花旗銀行香港分行;
 - 「Citigroup Organisation」應附有花旗銀行戶口及服務之條款的第2.3條(經不時修訂或補充)內所述之涵蓋。
- 其他
 - 發卡公司可在任何時間在毋須事先通知持卡人的情況下,將其在本合約內的任何或所有權利或業務轉讓、轉讓、轉授或分付至任何人士。在無損於前文所述的情況下,如發卡公司合理認為發卡公司違反任何法律或規章而合理所需,發卡公司亦可發給發卡公司在協議內之全部或部分權益和義務及賬戶中的任何款項轉給任何集團公司。
 - 所有發卡公司發出之通知、月結單或書信可以書面通知、月結單附件或通知書,電子郵件訊息或印在月結單或通知單上訊息或透過發卡公司認為恰當之任何其他形式。所稱此等發卡公司發出之通知、月結單或書信在向持卡人/最後在發卡公司登記的地址送發後即為有效發出,並在该等

費表上的手續費(如有)。

- 置閣個人資料手續費

若持卡人要求置閣個人資料,發卡公司將就每項個人資料置閣收取列載於服務收費表上的手續費。
- 即時增加臨時信用手續費

持卡人/會員若使用即時增加臨時信用限額服務,需就獲批准的臨時信用額的全數額支付列載於服務收費表上的手續費(如有)。
- 動態貨幣兌換費

在香港以外地區進行任何動態貨幣兌換交易,而交易的金額以港元從賬戶中扣除的話,該交易將會被徵收服務收費表所訂明的動態貨幣兌換費。
- 商戶分期計劃取消交易手續費

不論任何原因,若取消商戶分期計劃,將會被徵收服務收費表所訂明的取消交易手續費(如有)。
- 郵寄月結單費用

若持卡人收取郵寄月結單,發卡公司將收取列載於服務收費表上的手續費。
- 以非港幣之貨幣達成的交易付款,發卡公司將會按以VISA/MasterCard在折單日從隨地幣兌換率中運轉的兌換率折算為港幣。此等交易亦將另外收取列載於服務收費表上的手續費。
- 持卡人同意,持卡人須負責確保每收到所有月結單,並當未能及時收到或向發卡公司作出查詢及要求更改月結單。持卡人並承諾核實每份月結單是否正確。如有任何差漏、錯漏、錯誤或不正確的項或詳情,持卡人應於月結單日期起六天內通知發卡公司。在不該限期結帳後,有關的發卡公司紀錄及月結單詳情,應為針對持卡人的確證,除了已通知發卡公司的任何指稱錯誤,以及發卡公司行使權利以調整及修訂任何記項或詳情(發卡公司可於任何時候與有關機關)處理其造成的不當或錯誤之外,發卡公司亦須進一步證明有關紀錄及詳情屬屬正確。
- 賬目調查手續費

就每項不成立之賬目調查,發卡公司將收取列載於服務收費表上的賬目調查手續費(如有)。
- 拒欠財務費用(如適用)

發卡公司將每月關閉信用卡戶口以決定是否收取拖欠財務費用。若該戶口顯示發卡公司無能在任何月結單的付款限期之前收到該月結單的最低付款額,發卡公司將就該月結單之隔一期後的月結單取未繳付款之結欠及該月結單之隔一期後之月結單日起之所有新賬單收取拖欠財務費用(例於服務收費表)以收取拖欠財務費用,即使該各項新交易是在該月結單的付款限期內/需付款。該拖欠財務費用將繼續適用直至發卡公司在任何連續六個月付款逾期或之前前收到相關月結單的最低付款額為止,此外該財務費用將在使用時間開始收。拖欠財務費用將每日計算和累積。
- 支票提取取賬手續費

若持卡人/會員以支票提取賬戶盈餘,發卡公司將收取列載於服務收費表上的手續費用(如有)。
- 補發月結單手續費

若持卡人申請補發月結單,發卡公司將收取列載於服務收費表上的手續費。
- 申請補發發賬後手續費

若持卡人/會員申請補發發賬存根,發卡公司將收取列載於服務收

費表上的手續費(如有)。

- 置閣個人資料手續費

若持卡人要求置閣個人資料,發卡公司將就每項個人資料置閣收取列載於服務收費表上的手續費。
- 即時增加臨時信用手續費

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