

## Terms and Conditions for Citibank Ready Credit Account (the "Account")

(Effective as of December 31, 2022)

Please note "I", "my", "me" refer to the Account holder. "Citibank" refers to Citibank (Hong Kong) Limited.

- 1. I hereby confirm that this loan application is not referred by a third party.
- 2. The Account is in the nature of a revolving credit facility available through an account opened or an access card (currently Citibank ATM Chip Card) issued by Citibank for up to such amount as Citibank may from time to time determine. The specified approved loan amount may be disbursed to an account stated in the application held by me in Hong Kong only.
- 3. Citibank will only approve an opening of the Account if I meet Citibank's credit requirements. If successful, Citibank shall send me the "Terms and Conditions for Accounts and Services" which shall govern the Account in addition to these terms and conditions as well as the program terms and conditions set out in the promotional leaflet.
- 4. Interest shall be calculated on the daily overdraft balance and charged to the Account on a monthly basis. The interest rate will be stipulated on the letter of Approval of the Account issued by Citibank and varies according to my credit profile ("Interest Rate"). Citibank may from time to time at its absolute discretion vary the Interest Rate, other fees, and charges by giving prior notice to me.
- 5. A non-refundable annual fee as specified in the letter of Approval of the Account issued by Citibank will be charged to the Account on every anniversary date of Account opening and subject to change by Citibank from time to time.
- 6. A monthly statement ("Statement") will be issued to me with details of the total amount outstanding on the Account ("Statement Balance"). However, Citibank may not issue a Statement to me 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 Citibank from time to time (currently HK\$20).
- 7. Citibank requires periodic partial repayment of the total of (a) 1% of the overdraft balance (excluding any applicable interest, fees and charges); and (b) current month's interest, annual fee, late charge, past due amount, overlimit amount and other fees and charges, if any, subject to a minimum amount of HK\$50 ("Minimum Payment Due"). Citibank may require periodic full repayment in such manner as Citibank may determine from time to time. I agree that I shall settle the Minimum Payment Due by autopay (and not by drawing from the Account). If the Minimum Payment Due is not received in full by Citibank on or before the payment due date, Citibank will debit a late charge to the Account in accordance with the rate prescribed by Citibank from time to time on the Minimum Payment Due (currently 5% of the Minimum Payment Due subject to a minimum of HK\$100 and maximum of HK\$200) and I shall immediately settle the Minimum Payment Due as specified in the Statement sent by Citibank to me.
- 8. If the Minimum Payment Due under any previous Statement is not received in full by Citibank before the date of the current Statement, a default interest rate (if applicable), which is a rate in addition to the prevailing Interest Rate, will be charged on the overdraft balance of the current Statement (including any new overdraft withdrawn from the date of the current Statement as from the respective dates of the withdrawal) until the date of the following Statement. The default interest rate (if applicable) is currently:
  - (a) 0.67% per month (Annualized Percentage Rate of 8.30% per annum) if the Minimum Payment Due set out in previous Statement is not received in full by Citibank before the date of the current Statement;
  - (b) 1% per month (Annualized Percentage Rate of 12.68% per annum) if the Minimum Payment Due is not received in full by Citibank for two or more consecutive times before the respective dates of the following Statements. All default interest rate (if applicable) will be calculated and accrued on a daily basis.

The default interest rate (if applicable) will be shown in the Statement as part of the interest.

- 9. Payments and credits to the Account may be applied in the following order: (1) legal and debt collection fees; (2) interest; (3) all other applicable fees and charges including but not limited to late charges, service, return check / reject autopay and card replacement fees; (4) overdraft balance (where such balances are subject to different rate of interest (including Interest Rate and default interest rate if applicable), in the application order from the balances with the lowest rate to the highest rate); or in any other order as Citibank considers appropriate without prior reference to me.
- 10. Citibank prohibits the usage of unsecured loans for investments into Citibank wealth management products. I 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 holdings of investments/insurance at that time. I agree to bear all costs and expenses you incur as a result thereof.
- 11. The Account is subject to Citibank's review from time to time. In any event, should I fail to observe any provision of these terms and conditions or the "Terms and Conditions for Accounts and Services", Citibank may at its discretion terminate or suspend the facility or the Account without prior notice to me. Notwithstanding anything herein to the contrary, the facility or the Account has no fixed term and Citibank may at any time without giving notice to me reduce the overdraft limit, suspend or terminate the facility and/or the Account whereupon all monies owing to Citibank shall be fully and immediately paid by me to Citibank on demand.
- 12. Notwithstanding the foregoing arrangement, Citibank reserves its overriding right to modify and/or cancel the Account at any time at its discretion without prior notice to me. I further agree that the outstanding amount of the Account is repayable on demand. Upon notice or demand by Citibank at any time, or if I fail to comply with the terms in relation to the Account, I agree that:
  - (a) All or part of the Account maybe terminated and my 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, take all actions as you may deem fit to settle my outstanding amounts, and accordingly I hereby irrevocably authorize Citibank to act on my behalf. Citibank is entitled to use its own discretion and act in good faith in all aspects accordingly.
  - (c) I shall be liable to pay in full such outstanding amounts; and
  - (d) I shall fully indemnify Citibank against all liabilities and obligations incurred by Citibank in connection with the granting of the facilities by Citibank.
- 13. Citibank may employ third party agents to collect overdue amounts owed by me. I will fully indemnify Citibank for all legal fees on a full indemnity basis. I 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.
- 14. I authorize my bank named in the application to effect transfer from my account to Citibank's Account in accordance with such instruction as my bank may receive from Citibank for respective amount equivalent to the Minimum Payment Due in the Statement. I agree that I shall not be obliged to ascertain whether or not notice of any such transfer has been given to me. I severally accept full responsibility for any overdraft (or increase in existing overdraft) on my savings/current account, which may arise as a result of any such transfer(s). I confirm that my signature on my supporting documents is the same as that for the operation of my savings/current account to be debited for the transfer. I agree to notify Citibank of any change of bank account or cancellation of payment method. I agree that any notice of cancellation or variation of this authorization, which I give to my bank shall be given at least seven business days prior to

- the date on which such cancellation/variation is to take effect and at the same time such notice shall be given to Citibank. The specified approved loan amount may be disbursed to the account stated in my application. I further authorize Citibank to debit any late charge, outstanding repayment and/or any related expenses incurred in the Account from my account through autopay. I also authorize Citibank to debit my other Citibank accounts if Citibank fails to receive or debit my Account for the late charge, outstanding repayment and/or any related expenses incurred.
- 15. I understand that my personal data collected for the Account will be kept confidential by Citibank and that if I fail to provide data requested by Citibank from time to time Citibank may not be able to open the Account or any other account or provide any service to me. I hereby authorize Citibank to transfer and disclose any data relating to me to and between Citibank's branches, subsidiaries, representative offices, affiliates and agents and third parties selected by any of them, wherever situated, for confidential use (including but not limited to marketing, data processing, statistical and risk analysis purposes) or if under any legal or regulatory obligation to otherwise transfer or disclose such data. I may always contact Citibank's CitiPhone Banking on 2860 0393 to gain access to and request correction of the above data. I 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 Citibank from time to time. Citibank is also authorized to contact all relevant parties to verify, and/or to disclose any information about me to any third party for the purpose of exchanging credit information, debt collection or any other related purpose.
- 16. I authorize Citibank to transfer my personal and financial data to Citibank's business associates and partners for the offering of other financial services in case my Account application is rejected.
- 17. I hereby authorize Citibank and any person who has obtained any of my 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, or other companies in the Citibank's Group, (b) any participant, proposed participant or subparticipant in, or transferee, assignee or successor of any of Citibank's rights in relation to me and/or the Account; (c) any financial institutions, card issuing companies, credit bureau, collection 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 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 application; (b) administering the services provided to me; (c) promoting and providing services or other products made available by Citibank or its subsidiaries or affiliates; (d) conducting credit checks; and (e) any other purpose relating to the aforesaid; (iv) to transfer my 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 Account application is rejected.
- 18. I understand that request for Statement copies will be subject to a charge of HK\$50 per copy.
- 19. I warrant the truth and completeness of the information that I provided and will update Citibank immediately on any changes. I authorize Citibank to verify the information from and/or exchange it with any source. I confirm that I have read and agree to be bound by these terms and conditions. In any event, Citibank may refuse to accept my application in the light of my individual circumstances.
- 20. Citibank may from time to time amend, add, delete, replace or supplement these terms and conditions with or without giving prior notice to me.
- 21. 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.
- 22. Disclosure regarding BDAI

"BDAI" refers to big data analytics and artificial intelligence applications, and generally involves quantitative method, system or approach that emulates human intelligence via computer programs to make 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 of large volumes of structured and unstructured 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, Multiple-Tree-based methods, natural language processing, Neural Network, biometric authentication technology, internet cookies, web logs are examples of BDAI.

BDAI may be used by the Bank in relation to personal data and non-personal data. Use of BDAI by the Bank in relation to personal data is governed by the Bank's Policy Statement relating to Personal Data (Privacy) Ordinance ("Policy Statement").

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

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

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

Disclosure regarding Citi Derived Data

"Citi Derived Data" refers to aggregated and anonymized information or data collected, generated and/or derived by the Bank relating to its customers by way of BDAI or otherwise, but excludes any personal information or data from which the identity of the individual can be directly or indirectly ascertained.

The Bank shall be free to use Citi Derived Data without restriction. Without limiting the foregoing right of the Bank, Citi Derived Data in the form of research, trend or market analysis or reports may be transferred to its group companies, and other third parties by it or its group company, with or without remuneration, if and to the extent such transfer is permissible under applicable laws and regulations.

- 23. I agree that should the payer bank account to be debited for autopay authorization for loan repayment is not a current or savings account, Citibank reserves the right to reject such authorization or variation of such authorization.
- 24. With effect from August 16, 2021, the Account would not accept any new registration of Direct Debit Authorization as a payer bank account.
- 25. The Multiple Credit Reference Agencies Model ("MCRA Model") enables credit providers (such as Citibank) to share and use consumer credit data through more than one credit reference agencies ("CRAs"), with all consumer credit data transmitted through or stored in the centralized database of the credit reference platform ("CRP"). You understand, acknowledge and agree that Citibank is not operator of the CRP and shall not be liable for any loss or damage arising from the use of CRP and/or services provided by any CRAs, including without limitation:
  - (a) any delay, unavailability, disruption, failure, error, inaccuracy, loss, misuse or compromise of data caused by CRP operations or use of CRP by any person or party, or
  - (b) any breach of obligation, fraud, wilful default or negligence by any CRAs, any other credit providers, or any owners, operators, service providers or other participants of the MCRA Model or CRP. You also agree and accept that owners and operators of the CRP shall not be liable for any loss or damage arising from any use of the CRP by any person or party.

In case of inconsistencies between the Chinese and English versions, the English version shall prevail.