

Citibank銀聯信用卡合約
條款及細則
(由2012年12月10日起生效)
(適用於Citibank Rewards 銀聯信用卡)

花旗銀行(香港)有限公司(簡稱「發卡公司」)按下列的條款發出Citibank 銀聯信用卡(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而又獲發卡公司批准發給附屬卡之人士(簡稱「附屬卡持有人」)。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或確認同意遵守本合約以下條款及負責支付據以下條款應付給發卡公司的款項，但附屬卡持有人毋需負責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話進行電話錄音。

- 此卡的使用

- 此卡由一港幣(主)賬戶(簡稱「港幣賬戶」)及一人民幣(替換)賬戶(簡稱「人民幣賬戶」)所組成。在本合約中使用「賬戶」一詞時是分別指每個賬戶。

- 持卡人將須(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相同)；(b)經小心保管此卡並確保此卡於任何時間均由持卡人持有；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酌情決定的信貸限額(簡稱「客戶信貸限額」)；(d)不能使用超過發卡公司不時酌情決定的現金透支限額(簡稱「現金透支限額」)，現金透支限額為客戶信貸限額的一部份；(e)不能使用超過發卡公司不時酌情決定的信貸限額(簡稱「信貸限額」)；及(f)不可在此卡被收回或取消後繼續使用。

- 持卡人將須使用此卡的私人密碼保密，若該密碼一旦洩露給其他人，持卡人須立即通知發卡公司。倘若持卡人之私人密碼不論任何原因洩露給其他人，持卡人將完全承擔一切由此而招致的後果、損失及/或其他責任，並須全數賠償發卡公司一切因此而引起之損失。

- 當使用此卡時，持卡人應確定於任何單據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)及此卡上的簽署相同，以便發卡公司可以進行核對確認。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用新的簽署，需事先向發卡公司提出書面申請。

- 經此卡實行的交易

- 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。此卡可用作購買物品和服務、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施或服務。

遵守本合約條款而需作出其他補償，而須支付律師費、收賬費用或其他開支，持卡人將補償發卡公司法庭按訴訟各方共同基金基準評定的律師費(合理地招致及金額合理的費用及開支)。雙方另行協議除外。與此有關的其他合理地招致的費用及開支(包括收賬公司的費用)將由持卡人補償，但最高補償金額為原欠付款款金額的百份之三十(30%)。

- 持卡人與商戶對購物及服務之糾紛，將由持卡人直接與商戶自行解決。有關任何商戶所供應之貨品或服務，或有任何商戶拒絕接受此卡，發卡公司將毋需對此負責。商戶的退款在發卡公司收到其正確無誤的退款單據後，才轉運到賬戶中。

- 發卡公司只會在如實收到已兌現的付款及將外幣付款據發卡公司一般慣常運作由發卡公司兌換成港幣(在存入港幣賬戶的情況下)或人民幣(在存入人民幣賬戶的情況下)後，並在不作任何抵銷、追討、附帶條件、限制、扣除或預扣下，才被視為收到持卡人的付款及已將付款存入賬戶中。

- 賬戶所收到的款項或其他進賬，可按照下列次序支付：(1) 法律及收賬費用；(2) 財務費用；(3) 現金透支利息；(4) 所有適用的收費及費用，包括但不限於現金透支費用、逾期手續費、超額費用、服務費用、退票/自動轉賬退回費用、補發新卡費及賬目調查手續費；(5) 任何計劃或發卡公司其他的分期計劃下未付的分期付款餘額；及(6) 其他交易之未付本金餘額(在該些交易被徵收的財務費用利率有所不同的情況下，費用收取次序為最高利率至最低利率)；或在發卡公司毋須預先通知持卡人之下但認為適當的次序支付款項。

- 在不影響本合約的其他條款下，若持卡人需離開香港一段時間，持卡人須在離開香港前安排繳付費用給發卡公司。

- 此卡遺失及被竊

- 持卡人應根據發卡公司不時提供之指示留意此卡及密碼之保安。若此卡遺失或被竊或被他人知悉其密碼，持卡人須在合理可能的情況下盡快致電發卡公司之24小時Citibank電話理財服務2860 0333 / 白金卡服務熱線 2860 0360 (僅供花旗銀行白金卡持卡人使用) / Ultima服務熱線28600308(僅供花旗銀行Ultima持卡人使用)，通知發卡公司。

- 在持卡人通知發卡公司其遺失或被盜取卡/個人密碼或其他人知道其個人密碼前，持卡人均須對透過此卡實行的所有交易(不論持卡人授權與否)負責。不過，如損失並不是因持卡人的欺詐行為，或嚴重疏忽，或違反條款7i而引致的，持卡人對未經授權交易要承擔的責任則以港幣五百元為上限。上述所提及持卡人的承擔金額上限，並不會用於自動櫃員機使用此卡(不論是否發卡公司的自動櫃員機)的交易。

- 若此卡遺失或被竊，發卡公司無義務補發新卡給持卡人。如發卡公司同意補發新卡，持卡人在使用該補發新卡時，須受本合約條款約束。

- 發卡公司的權利

- 持卡人同意發卡公司可以隨時毋須事前通知，從持卡人於發卡公司及花旗銀行開設之任何形式及任何貨幣的賬戶，無論該些賬戶是持卡人獨自或與其他人士共同擁有，抵銷或調動所存之任何款項，以償還持卡人使用此卡之任何貨幣的欠款。若某些欠款因某些待發事

- 即使持卡人沒有簽署任何單據和/或此卡之使用已超過客戶信貸限額，持卡人仍須負責一切因使用此卡而實行的交易(簡稱「交易」)。未有持卡人簽署使用此卡而實行的交易包括但不限於以電話、傳真、郵寄或電子媒介、直接授權從戶口轉賬付款、或利用自動櫃員機服務(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用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。

- 持卡人不可使用此卡參與任何非法活動(包括互聯網上的非法賭博)。發卡公司保留權利拒絕處理或支付發卡公司懷疑涉及非法賭博或根據適用法律可能為不合法的交易。

- 受以下有關條款規限，免息分期付款計劃(簡稱「本計劃」)只適用於港幣賬戶及在持卡人光顧發卡公司可能不時指定的商戶(各稱「商戶」)時適用於持卡人。就每次使用本計劃的交易而言：

- 任何已對本計劃及交易提交的要求，均不能取消、變更或撤銷。本計劃是否有否，須受限於賬戶狀況查核及發卡公司絕對酌情決定最終接納與否。

- 交易總額會在客戶信貸限額中扣除。每筆分期付款均不得取消並會每月從賬戶支取。任何退回或交換產品將不會影響在本計劃下的付款責任；及

- 發卡公司及商戶可全權酌情決定本計劃不可與任何其他優惠項目同時使用。所有與本計劃有關的事宜及爭議，須以發卡公司最終決定為依據。

- 有關投資的交易

- 若持卡人使用此卡支付發卡公司任何投資產品的認購費或買價，不論是一次性付款，透過儲蓄計劃或其他安排，該交易不應被視作為投資提供信貸。

- 發卡公司任何投資產品的認購費或買價將會全數從持卡人指定的賬戶支取，持卡人應根據本合約的條款支付有關款項，否則財務費用將在適用時開始徵收。

- 費用及收費

- 發卡公司將為此卡的港幣賬戶及人民幣賬戶分別設立戶口。所有以人民幣計值的交易之款項和所有有關費用、收費、利息、欠款和其他據本合約應付的款額(統稱為「費用」)將從人民幣賬戶支取。所有其他交易之款項和有關費用將從港幣賬戶支取。

- 發卡公司將每月向持卡人發出此卡的月結單(簡稱「月結單」)，詳列各賬戶所有的交易及費用(簡稱「月結單結欠」)及到期繳付日(簡稱「付款限期」)。此卡的月結單將包括港幣賬戶及人民幣賬戶分別的付款細節，持卡人須使用相關賬戶用以計值之貨幣的資金分別支付給每個賬戶。

- 若自上一期月結單後沒有任何交易而賬戶的貸方或借方結餘亦少於發卡公司不時訂定的金額(就港幣賬戶而言現時為港幣二十元；就人民幣賬戶而言現時為人民幣二十元)的話，發卡公司可以不向持卡人發出月結單。

件尚不需要償還，發卡公司及花旗銀行有權暫停支付相等於欠款額的賬戶存款給持卡人，直至此待發事件發生為止。

- 此卡乃屬於發卡公司所有，不得轉讓。若發卡公司要求，持卡人必須盡快交還此卡。

- 個人資料

- 持卡人同意公司不時收取有關持卡人之個人資料，可根據發卡公司不時備有供客戶索取之不時生效的有關個人資料(私隱)條例的政策聲明，用於於其所用途及向其所述人士(不論在香港境內或境外)披露。

- 持卡人同意發卡公司不時生效的有關個人資料(私隱)條例的政策聲明將全面適用於此卡及賬戶及隨之而生或與之有關之所有事項。

- 電子月結單通知

- 通過登記和使用發卡銀行以電子方式提供電子賬戶月結單(簡稱「電子月結單」)的服務(簡稱「服務」)；持卡人接受及同意受本合約第10條款約束。在登記該服務後，持卡人將不會再收到月結單的印本文件。持卡人同意遵從任何及所有現時或此後制定、頒佈或執行並適用於電子提示服務的法律、法規、規定及官方指引，以及發卡公司不時向持卡人提供，藉以規管有關該服務使用其他設施、優惠或服務的其他條款及條件。

- 持卡人同意，若發卡公司成功將與該服務有關的電郵(如適用)送遞往持卡人指定的電郵地址，應視為將每月結單送交持卡人。若發卡公司未能將該服務有關的電郵送遞往持卡人指定的電郵地址，或基於任何理由，儘管持卡人登記該服務，發卡公司可全權酌情決定將任何帳戶月結單郵寄往持卡人最新登記的郵遞地址。

- 如須開啟、閱讀或查閱Citibank網上理財提供的電子月結單，或通過持卡人指定電郵地址收取電子月結單，將需要使用密碼(由持卡人或發卡公司不時指定)。持卡人應穩妥保存密碼，及不會或不會准許向任何人士披露密碼。

- 發卡公司可不時酌情決定修改、限制、撤銷、取消、暫停或中止該服務，而毋須給予任何理由或事前通知。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該服務徵收費用。

- 持卡人明白到，該服務須要求持卡人擁有適當的互聯網及電訊服務及具有適當的設備，持卡人應保持使用该服務的設備穩妥可靠。

- 基於使用該服務，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，仍未能將有關該服務的電郵送遞給持卡人，該服務將自動取消。發卡公司並會恢復向持卡人印發月結單。

- 若持卡人擬取消該服務的登記，須於下期月結單日期前不少於10個工作天前透過Citibank網上理財，或於下一個結單日期前最少15個工作天致電24小時Citibank電話理財(電話：(852) 2860 0333)/ 白金卡服務熱線 2860 0360 (僅供花旗銀行白金卡持卡人使用) / Ultima服務熱線28600308(僅供花旗銀行Ultima持卡人使用) 或前往花旗銀行分行，通知發卡公司。在取消該服務的登記後，發卡公司將恢復向持卡人印發月結單。

- 除發卡公司可使用其權利要求持卡人在付款限期之前或當日繳付每個賬戶之月結單結欠外，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

月結單上顯示的每個賬戶之最低付款額(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。為免生疑，任何有關認購或購買發卡公司任何投資產品的交易金額，將全數被計算在相關賬戶的最低付款額的金額內。

- 信貸及透支超額

若持卡人因任何理由由獲容許超越其客戶信貸限額，不論發卡公司是否收取超額費用或即時增加臨時信用額服務之費用，發卡公司仍有權要求持卡人除了須償還最低付款額外，還需繳付發卡公司任何或全部的超越客戶信貸限額的款項。

- 現金透支費用及現金透支利息

持卡人每次使用現金透支服務須繳付列載於服務收費表的現金透支費用，而發卡公司將按有關每個賬戶的現金透支總額(包括現金透支費用)由現金透支提取日起直至全數繳付至相關賬戶為止，收取財務費用。如果持卡人在香港的銀聯自動櫃員機(包括花旗銀行自動櫃員機)提取港幣現金，均會視作從港幣賬戶作現金透支。如果持卡人在中國內地(不包括澳門)的銀聯自動櫃員機(包括花旗銀行自動櫃員機)提取人民幣現金，均會視作從人民幣賬戶作現金透支。如果持卡人在海外的銀聯自動櫃員機(包括在澳門的銀聯自動櫃員機，但不包括在中國內地和香港的銀聯自動櫃員機)提取現金，均會視作從港幣賬戶作現金透支。除非發卡公司另行通知，持卡人不能在香港的銀聯自動櫃員機(包括花旗銀行自動櫃員機)提取人民幣現金。所有財務費用將以每日計算和累積。月結單內相關賬戶之現金透支利息之實際年利率已包括每個賬戶之現金透支費用及財務費用在內，並根據銀行營運守則所訂定的淨值法計算。

- 財務費用

發卡公司將每月檢討閣下每個賬戶的情況，若任何一個賬戶之上期月結單(簡稱「上期月結單」)所述的月結單結欠未能在付款限期當日或之前繳付，發卡公司將就其上期月結單的未繳付之結欠由上期月結單日起直至全數存入相關賬戶為止，收取財務費用(根據月結單或服務收費表或發卡公司不時酌情通知的利率收取，以服務收費表所顯示的最低金額為下限)。此外，所有由上期月結單日起計的所有相關賬戶之新交易簽賬將計入未付之結欠中，以計算各項由相關交易日起計的財務費用(即使該各項新交易是在本月月結單的付款限期才需付款)。所有財務費用將以每日計算和累積。

- 逾期手續費

若發卡公司未能在付款限期當日或之前全數收到賬戶之最低付款額，發卡公司將根據在收取逾期手續費當日之上一期月結單所述的相關賬戶之月結單結欠，收取列載於服務收費表上之逾期手續費。

- 持卡人同意，發卡公司毋須就發卡公司的數據、軟件、電腦、電訊設備或其他設備因持卡人使用该服務所導致的(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嚴重疏忽或蓄意錯失所致，則作別論。

- 持卡人同意發卡公司應以合理努力，確保該服務的安全性及確保未獲授權的第三方不能進入使用。但是，持卡人確認，發卡公司對於該服務通過在任何司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送的任何資料的保安、保密或機密事宜，並不保證。持卡人確認其明白並接受所有使用该服務可能涉及的風險，包括但不限於該服務或電子月結單在未經持卡人授權的情況下被截斷、監察、修改、竄改或被送遞或披露予其他方。

- 該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該服務向持卡人授予使用該軟件的非專用特許，此特許僅容許持卡人使用該軟件作預定之用途。持卡人同意不會進行任何有關該軟件的分拆、解碼、複製、更改或還原工程，亦不會准許任何其他人士進行上述事項。

- 電子提示服務
 - 持卡人同意，通過登記及使用本公司透過電訊設備傳達提示的服務(簡稱「電子提示服務」)，即代表持卡人接受並同意受本合約第11條款約束，並支付與使用電子提示服務的任何費用。持卡人同意遵從任何及所有現時或此後制定、頒佈或執行並適用於電子提示服務的法律、法規、規定及官方指引，以及發卡公司不時向持卡人提供，藉以規管有關電子提示服務使用其他設施、優惠或服務的其他條款及條件。

- 持卡人須負責其電訊設備的保安，並須採取一切合理的防範措施以防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，確保電子提示服務的安全性及確保未獲授權的第三方不能進入使用。但是，持卡人確認，發卡公司並不保證通過電子提示服務所傳送的任何資料的保安、保密或機密事宜。持卡人確認其明白並接受所有使用電子提示服務可能涉及的風險，包括但不限於電子提示服務在未經持卡人授權的情況下被截斷、監察、修改、竄改或被送遞或披露予其他方。

- 持卡人確認，任何持卡人透過其電訊設備所收到的電子提示服務的任何資料，均只作持卡人(而非任何其他人士)的參考用途，不應將之作為與其有關事宜之不可推翻的證據。

- 發卡公司及發卡公司為提供電子提示服務而指定之任何電訊公司，均不會為任何未能或延遲向持卡人傳送資料或資料中的任何錯誤或偏差而負上任何法律責任或責任，除非該責任由發卡公司或該電訊公司引致的任何嚴重疏忽或故意失責所造成。持卡人明白，發卡公司及任何該電訊公司均不會為其合理控制範圍外任何原因所引致之後果(包括但不限於持卡人的電訊設備因任何原因未能接收資料、任何電訊故障、互聯網服務供應商失靈、電力故障、設備或裝置失靈、停頓、受到干擾或有所不足、天災、政府行為、內亂、罷工、戰爭、火災、水災或爆炸)負上任何法律責任或責任。

- 服務費用

發卡公司將於其指定日期向持卡人之港幣賬戶收取列載於服務收費表上不可退還的年費。發卡公司亦將就現金付款或索取任何有關賬戶紀錄之服務，從該賬戶收取列載於服務收費表上的服務費用。

- 退票/自動轉賬退回的收費

若付款入賬的支票不能兌現或自動轉賬之授權被拒絕或撤銷，發卡公司將從賬戶中收取列載於服務收費表上的退回手續費。

- 補發新卡費

如須補發此卡，持卡人將須支付列載於服務收費表上的手續費。

- 外幣匯票託收費用

若持卡人以港幣以外之其他貨幣為港幣賬戶付款或以人民幣以外之其他貨幣為人民幣賬戶付款，該筆付款只將在發卡公司收到後及扣除所有有收款費用後，才存入相關賬戶中。

- 超額費用

若所使用信貸額超出客戶信貸限額，發卡公司將按服務收費表收取超額費用。

- 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。

- 拖欠財務費用

發卡公司將每月檢閱每個賬戶以決定是否對相關賬戶收取拖欠財務費用。若賬戶顯示發卡公司未能在任何月結單的付款限期或之前收到該月結單的最低付款額，發卡公司將就相關賬戶該月結單之隔一期後的月結單未繳付之結欠及相關賬戶該月結單之隔一期後的月結單日起之所有新簽賬收取拖欠財務費用(列載於服務收費表上)以取代財務費用，即使該各項新交易是在該月結單的付款限期日才需付款。該拖欠財務費用將繼續適用直至發卡公司在任何連續四期月結單的付款限期或之前均收到相關月結單上相關賬戶的最低付款額為止，此後財務費用將在適用時開始徵收。拖欠財務費用將每日計算和累積。

- 支票提取賬戶盈餘手續費

若持卡人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。

- 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。

- 申請補發簽賬存根手續費

若持卡人申請補發簽賬存根，發卡公司將收取列載於服務收費表上的手續費。

- 查閱個人資料手續費

若持卡人要求查閱個人資料，發卡公司將就每項個人資料查閱收取列載於服務收費表上的手續費。

- 持卡人同意支持電子提示服務的第三方(包括發卡公司指定的電訊公司)並非發卡公司的代理，亦不代表發卡公司，且與發卡公司並無合作、合夥、聯營或其他關係。發卡公司不會為該第三方(包括系統營運者)引致的任何損失負上責任。

- 電子提示服務使用發卡公司的、發卡公司的附屬公司及/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提示服務向持卡人授予使用該軟件的非專用特許，此特許僅容許持卡人使用該軟件作預定之用途。持卡人同意不會進行任何有關該軟件的分拆、解碼、複製、更改或還原工程，亦不會准許任何其他人士進行上述事項。

- 取消
 - 發卡公司保留權利並可以在毋需給與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務、提高或降低客戶信貸限額、信貸限額或現金透支限額、收回任何或所有此卡、或終止本合約。在不局限發卡公司上述權利及作為實例說明，發卡公司可能在下述情況下行使該等權利，例如持卡人違反本合約之任何條款、沒有支付到期款項或開始或面對破產、償債或類似行為或訴訟。

- 持卡人須以書面通知發卡公司終止本合約。
- 發卡公司可以(無論有否暫停或減少信貸，或收回此卡，或終止本合約)要求持卡人立刻償還每個賬戶內全部之欠款。即使本合約經已終止，持卡人仍須負擔因本合約所產生或仍然存在之責任。
- 如發卡公司不論因任何原因終止此合約，發卡公司有權於合約終止後六個月內任何時間向持卡人發出任何卡以取替此卡。

- 修訂
 - 發卡公司保留權利可隨時透過事先通知修訂本合約之條款，包括但不限於就任何收費及費用之定率 and 付款方式作出的任何修訂。該新修訂條款將根據適用的營運守則從發卡公司指定之日期生效。
 - 若持卡人拒絕接受發卡公司之新修訂，持卡人須在該修訂生效前停止此卡。
 - 持卡人在發卡公司發出有關新修訂通知生效日期後使用此卡所作之交易將被視為持卡人無條件地接受並同意該新修訂。

- 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移、轉讓、轉授或分包予任何人士。
 - 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書上訊息或透過發卡公司認為恰當之任何其它形式。所有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發送後即為有效發出，並在該等通訊方式之通常遞送時間內視為已由持卡人收取。

- 即時增加臨時信用額手續費

持卡人若使用即時增加臨時信用額服務，需就獲批的臨時信用額的全數繳付列載於服務收費表上的手續費。

- 動態貨幣兌換費

在香港以外地區進行的任何動態貨幣兌換交易，而交易的金額以港元從港幣賬戶中扣除或以人民幣從人民幣賬戶中扣除的話，該交易將會被徵收服務收費表所訂明的動態貨幣兌換費。

- 以非人民幣之貨幣達成的交易付款，均會記入港幣賬戶；而以人民幣之貨幣達成的交易付款，均會記入人民幣賬戶。以非港幣及人民幣之貨幣達成的交易付款，發卡公司將會按由銀聯在折算日從國際市場兌換率中選擇的兌換率從交易貨幣折算為港幣，記入港幣賬戶。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，持卡人須負全責確保及時收到所有月結單，並當未能及時收到時向發卡公司作出查詢及要求領取該份月結單。持卡人並承諾核實每份月結單是否正確。如有任何差異、錯漏、錯誤或不正確的記項或詳情，持卡人應於月結單日期起六十天內通知發卡公司。在該段期間結束後，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間行使有關權利)處理其造成的不當或錯誤之外，發卡公司毋須進一步證明有關紀錄及詳情實屬正確。

- 費用支付
 - 發卡公司將不時規定支付款項方式。如持卡人經由發卡公司之自動櫃員機付款，所支付之款項將受發卡公司不時適用之條款約束，包括當時適用之交易記錄和存款信封上之有關條款。若使用發卡公司之自動櫃員機以現金存款，付款金額需經銀行職員或其代理人核證後，才存入相關賬戶中。
 - 發卡公司將不會從港幣賬戶轉換和/或轉帳餘額或多繳的款項到人民幣賬戶以償還另一賬戶之餘額，反之亦然。持卡人將須要根據本合約，直接支付到相關的賬戶，以繳清月結單結欠。
 - 任何從人民幣賬戶的賬戶盈餘作出的人民幣轉帳或提款均須受本合約的條款及發卡公司可能不時全權酌情設定的每日限額所限制。即使本合約已有任何規定，發卡公司有權以相同貨幣或其全權酌情決定的不同貨幣根據兌換當日的匯率作出兌換以償還賬戶的賬戶盈餘予持卡人。
 - 如設定以港幣銀行戶口透過靈活自動轉賬或支票還款以支付人民幣賬戶之賬款，港幣將根據發卡公司於每月處理靈活自動轉帳或支票還款當日的匯率兌換為人民幣。由於匯率浮動，持卡人應在使用靈活自動轉帳的相關港元銀行賬戶存有足夠的資金以兌換成人民幣或為支票還款支付足夠資金，以避免支付不足導致須支付在本合約所規定的財務和/ 或其他費用。

- 若持卡人未能按本合約支付到期需付或應付的款項，發卡公司可能委派收賬公司催收有關款項。若發卡公司因向持卡人催繳、追收或在控告持卡人賠償在本合約規定下應付之欠款或因持卡人違反或不

- 發卡公司特此被授權(但並非必須)接納經以下方式發出的指示：(a) 據稱由持卡人發出的電話、傳電電報、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、欺詐、偽造或在條款上不清晰或缺授權，不須發卡公司查詢有關人士作出或據稱給予此等指示的正確或身份，或查詢它們是否真實。

- 本合約條款之中文翻譯本僅作指引參考用。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，所有本合約內有單數含義之字眼亦包括雙數含義，而有雙數含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及中性。

- 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應根據香港法律詮釋。持卡人茲此同意接受香港法庭的非專屬性司法管轄權。

Citibank UnionPay Credit Card Agreement
TERMS AND CONDITIONS
(Applicable to Citibank Rewards UnionPay Card)
(Effective December 10, 2012)

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

- CARDHOLDER'S INFORMATION**
 - The Cardholder understands that the Company issues the Card on the basis that information provided by the Cardholder is and will remain true and correct. The Cardholder will inform the Company immediately in writing upon any change of such information including that on employment, business or residential address, permanent residence or telephone number.
 - The Cardholder agrees to the Company recording the telephone conversations between the Cardholder and the Company.
- USE OF CARD**
 - The Card consists of both a Hong Kong Dollar (HKD) (primary) account (the "HKD Account") and a Renminbi (CNY) (alternate) account (the "CNY Account"), each of which will be regarded as an Account ("Account") whenever such term is used in this Agreement.
 - The Cardholder will (a) sign the Card upon receipt (adopting the same signature in the application form or such other documents as may be prescribed by the Company); (b) keep the Card under his personal control at all times, and should not authorize any third party to use the Card in any manner; (c) not exceed the credit limit assigned by the Company from time to time at its discretion ("Customer Credit Limit"); (d) not exceed the cash advance limit (which forms part of the Customer Credit Limit) assigned by the Company from time to time at its discretion ("Cash Advance Limit"); (e) not exceed the loan limit assigned by the Company from time to time at its discretion ("Loan Limit"); and (f) not use the Card after it is withdrawn or cancelled.
 - The Cardholder will keep any personal identification number ("PIN") in connection with the use of the Card strictly confidential and immediately inform the Company if the PIN is known to any other person. The Cardholder will accept full and sole responsibility for and fully indemnify the Company against all consequences, losses and / or other liabilities incurred as a result of the PIN being known to another person for whatsoever reason.
 - When using the Card, the Cardholder should ensure that the signature in the sales draft is the same as the signature appearing on the application form (or such other documents as may be prescribed by the Company) and the Card for the Company's verification purpose. For the avoidance of doubt, failure to do so will not relieve the Cardholder from liability for the use of the Card. The Cardholder should submit prior written application to the Company if he wants to adopt a new signature for the use of his Card.
- TRANSACTIONS EFFECTED THROUGH CARD**
 - The Card may be used at any branch of the Company and other financial institutions and merchants, which accept the Card for effecting purchases of goods and services, drawing of cash advance, payment of the Cardholder's outstanding accounts and such other credit card facilities or services as the Company may from time to time provide or arrange.
 - The Cardholder 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 is exceeded. Types of

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

- The Cardholder is not authorized to use the Card to take part in any illegal acts (including unlawful internet gambling). The Company reserves the right to decline processing or paying any Transaction which the Company suspects to be involved in illegal gambling or which may be illegal under any applicable laws.
 - Subject to the relevant terms hereunder, the Interest-Free Installment Plan (the "Plan") is only applicable to the HKD Account and to the Cardholder at such merchants as may be designated by the Company from time to time (each a "Merchant"). In respect of each Transaction using the Plan:
 - any submitted request for the Plan and the Transaction itself cannot be cancelled, altered or reversed. Availability of the Plan is subject to account status checking and the final acceptance by the Company in its absolute discretion;
 - the full Transaction amount will be held from the Customer Credit Limit. Each installment is irrevocable and will be debited monthly from the Account. Any return or exchange of products will not affect the payment obligations under the Plan; and
 - the Plan cannot be used in conjunction with any other promotional offers as determined by 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.
- TRANSACTIONS RELATING TO INVESTMENTS**
 - Where the Card is used for effecting payment of subscription or purchase price of any investment product with the Company, whether by way of one-off payments, through savings plans or other arrangements, such Transaction shall not be regarded as a source of credit for the purpose of investment.
 - The entire subscription or purchase amount of any investment product with the Company will be debited from the Cardholder's designated Account and be payable by the Cardholder as such in accordance with the terms of this Agreement, failing which, Charges shall apply where applicable.
- CHARGES**
 - The Company will maintain separate accounts for the HKD Account and the CNY Account in respect of the Card. Values of all Transactions denominated in CNY and all related charges, fees, interests, outstanding balances and other sums payable ("Charges") will be debited to the CNY Account. Values of all other Transactions and all related Charges will be debited to the HKD Account.
 - The Company will issue to the Cardholder a monthly statement ("Statement") of the Card setting out details of all Transactions and Charges of the Account ("Statement Balance") and the date by which payment must be made ("Payment Due Date"). The Statement will include separate sections for each of the HKD Account and the CNY Account specifying the respective payment details of each Account, and the Cardholder shall settle payment to each of the Accounts separately using funds in the currency in which the relevant Account is denominated.
 - The Company may not issue a Statement to the Cardholder if there has been no Transaction since the last Statement, and the credit or debit balance is less than such amount as may be determined by the Company from time to time (currently HKD20,00 in respect of the HKD Account or CNY20,00 in respect of the CNY Account).
 - Subject to the Company's right to require the Cardholder to pay the full amount of the Statement Balance of each Account on or before the Payment Due Date, the Cardholder will pay to the Company the

following sums at such rates as shown in the Citibank Credit Card Fees Schedule ("Fees Schedule") or as may be determined by the Company from time to time:-

- Minimum Payment Due**

The "Minimum Payment Due" in respect of each Account as shown on the Statement ("Minimum Payment Due") although the Cardholder may pay any larger sum he wishes. For the avoidance of doubt, the full amount of any Transaction relating to the subscription or purchase of any investment product with the Company shall be included in the amount of the Minimum Payment Due in the relevant Account.
- Credit Excess**

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

A cash advance fee as shown in the Fees Schedule will be charged on each cash advance drawn by the Cardholder and the aggregate amount of the cash advance in each Account (including the cash advance fee) will be subject to the applicable finance charge from the date when the cash advance is drawn until the entire amount of the outstanding cash advance balance is credited to the relevant Account. If the Cardholder withdraws HKD cash at UnionPay automated teller machines in Hong Kong (including Citibank automated teller machines), such cash withdrawal will be treated as a cash advance from the HKD Account. If the Cardholder withdraws CNY cash at UnionPay automated teller machines (including Citibank automated teller machines) in Mainland China (excluding Macau), such cash withdrawal will be treated as cash advance from the CNY Account. If the Cardholder withdraws cash at overseas UnionPay automated teller machines (including UnionPay automated machines in Macau, and excluding those in Mainland China and Hong Kong), such cash withdrawal will be treated as cash advance from the HKD Account. Unless otherwise notified by the Company, no cash withdrawal in CNY may be made at UnionPay automated teller machines in Hong Kong (including Citibank automated teller machines). All finance charges will be calculated and accrued on a daily basis. The total of cash advance fee and finance charge in respect of each Account will be shown as a cash advance charge of the relevant Account on the Statement in an Annualized Percentage Rate which is calculated according to the Net Present Value method as specified in the Code of Banking Practice.
- Finance Charge**

The Company will review each Account monthly, if the entire amount of the Statement Balance stated in the previous Statement of either Account ("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 the minimum amount as shown in the Fees Schedule) will be charged on the unpaid balance of the Previous Statement from the Previous Statement date until full payment is credited to the relevant Account. All new Transactions in the relevant Account incurred since the Previous Statement date will be added to the unpaid balance for the purpose of assessing finance charge as from the respective dates of such Transactions notwithstanding that such Transactions will not be payable until the Payment Due Date stated in the current Statement. All finance charges will be calculated and accrued on a daily basis.

- Late Charge**

A late charge as specified in the Fees Schedule is charged based on the Statement Balance of the relevant Account specified in the Previous Statement at the time the late charge is added if the full amount of Minimum Payment Due of an Account is not received by the Company on or before the Payment Due Date.
- Service Fee**

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

A return handling fee as specified in the Fees Schedule will be charged for any check issued in settlement of account which is dishonoured by the bank on which it is drawn or in relation to any autopay authorization which is either dishonoured or revoked.
- Lost Card Replacement Fee**

A handling fee as specified in the Fees Schedule will be charged for the issuance of any replacement Card.
- Collection Fee**

If payment is made by the Cardholder in a currency other than HKD for the HKD account or CNY for the CNY Account, the relevant Account will only be credited with such payment after its receipt and deduction of all collection costs.
- Over Limit Charge**

An over limit charge as specified in the Fees Schedule will be charged if the credit used exceeds the Customer Credit Limit.
- Charge Dispute Handling Fee**

A charge dispute handling fee as specified in the Fees Schedule will be imposed for any dispute proved to be invalid after investigation.
- Default Finance Charge**

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

A handling fee as specified in the Fees Schedule will be charged for each credit balance withdrawal by check.
- Statement Retrieval Fee**

A handling fee as specified in the Fees Schedule will be charged for request for retrieval of statement.
- Sales Draft Retrieval Fee**

A handling fee as specified in the Fees Schedule will be charged for request for retrieval of sales draft.
- Personal Data Access Request**

A handling fee as specified in the Fees Schedule will be charged for each personal data access request.
- 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.

- Dynamic Currency Conversion Fee**

A dynamic currency conversion fee as specified in the Fees Schedule will be charged with respect to any dynamic currency conversion transaction effected in places outside Hong Kong for which the value of the Transaction is debited to the HKD Account in HKD or CNY Account in CNY.
- Transactions which are effected in currencies other than CNY shall be debited to the HKD Account, while transactions which are effected in CNY shall be debited to the CNY Account. Transactions effected in currencies other than HKD and CNY shall be debited to the HKD Account after conversion from the transaction currency into HKD at a wholesale market rate selected by UnionPay from within a range of wholesale market rates on the conversion day. A handling charge as specified in the Fees Schedule will also be charged on such transactions.
- The Cardholder agrees that it is the Cardholder's sole responsibility to ensure that every Statement is received in due time and to enquire with and obtain the same from the Company forthwith if not duly received. The Cardholder undertakes to verify the correctness of each Statement and to notify the Company within 60 days from the date of the Statement of any discrepancies, omissions, errors or wrong or incorrect entries or details. At the end of each such period, the Company's records and the details of the Statements shall be conclusive evidence against the Cardholder without any further proof that they are correct except as to any alleged errors so notified and subject to the Company's right to adjust and amend (which may be exercised by the Company at any time) any entries or details wrongly or mistakenly made by the Company.
- PAYMENT OF CHARGES**
 - Payments to the Company may be made by such means as the Company will from time to time stipulate. If payments are made through a customer activated terminal of the Company, such payments will be subject to the Company's terms and conditions from time to time applicable thereto, including those set out in transaction records and deposit envelopes used in connection therewith applicable from time to time. Cash deposits through a customer activated terminal of the Company will be credited to the relevant Account in the amount confirmed by the cash count of the Company's staff members or its agents.
 - The Company will not convert and/or transfer any credit balance or overpayment from the HKD Account to the CNY Account or vice versa to settle the outstanding balance of the other Account. The Cardholder shall make payment directly to the relevant Account in accordance with this Agreement in order to settle the outstanding balance.
 - Any transfer or withdrawal in CNY from the credit balance in the CNY Account shall be subject to the terms of this Agreement and such daily limit as may be imposed by the Company from time to time at its sole discretion. Notwithstanding anything contained in this Agreement, the Company is entitled to repay any credit balance in the Account to the Cardholder in the same currency or a different currency as the Company may determine in its sole discretion at the prevailing rate of exchange at the time of conversion.
 - If a HKD bank account is designated by the Cardholder for settlement of the CNY Account by way of FlexiAutopay or cheque payment, HKD will be converted into CNY at the prevailing rate of exchange determined by the Company on the date of processing of the FlexiAutopay each month or cheque payment. Due to fluctuation of the exchange rate, the Cardholder shall maintain sufficient funds in the relevant HKD bank account used for FlexiAutopay for conversion into CNY or pay sufficient funds for the cheque payment to avoid payment shortfall which will result in finance and/or other charges as provided in this Agreement.
 - If the Cardholder fails to pay any sum due or payable hereunder, the Company may appoint debt collection agencies to collect the same. If

- The Company has incurred any legal or collection fees or other expenses for the purpose of demanding, collecting or suing to recover any sum payable hereunder from the Cardholder or other remedies resulting from the breach or non-compliance with any term of this Agreement, the Cardholder will reimburse the Company all such legal fees as taxed by the court on a common fund basis (fees and disbursements which are of a reasonable amount and reasonably incurred) unless otherwise agreed. Other reasonable fees and expenses (including the fees of the debt collection agencies) reasonably incurred in that connection will be reimbursed by the Cardholder up to a maximum of 30% of the original outstanding sum.
 - The Cardholder will directly settle disputes between merchants and the Cardholder for goods and services purchased. The Company will not be responsible for goods and services supplied by merchants or for refusal of any merchant to accept or honour any Card. Credits to an Account for refunds made by merchants will be made only when the Company receives a properly issued credit voucher.
 - Payments to the Company will only be deemed to be received by the Company and credited to the Account when received in good and cleared funds and if in foreign currency, after conversion by the Company into HKD (in the case of a credit to the HKD Account) or CNY (in the case of a credit to the CNY Account) in accordance with its normal practice, and without any set-off, claim, condition, restriction, deduction or withholding whatsoever.
 - Payments and credits to the Account may be applied in the following order: (1) legal and debt collection fees; (2) finance charges; (3) cash advance charges; (4) all other applicable fees and charges including but not limited to cash advance fees, late charges, over limit charges, service, return check / reject autopay, card replacement and charge dispute handling fees; (5) outstanding installments of any Plan or other installment programs of the Company; and (6) the outstanding principal amount of other Transactions (where such Transactions are subject to different finance charge rates, in the application order from the Transactions with the highest rate to the lowest rate); or in any other order as the Company considers appropriate without prior reference to the Cardholder.
 - 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.
- LOSS OR THEFT OF THE CARD**
 - The Cardholder shall observe and follow any recommendation of the Company from time to time regarding the security of the Card and the PIN. The Cardholder must inform the Company as soon as reasonably practicable through the Company's 24-hour CitIPhone Banking 2860 0333 / Platinum Service Line 2860 0360 (for Citibank Platinum Cardholders only) / Ultima Service Line 2860 0308 (for Citibank Ultima Cardholders only) if any Card is lost or stolen or when someone else knows his PIN.
 - The Cardholder shall be fully liable for any transactions (whether or not authorized by him) effected by the use of the Cards before he has informed the Company that the Card/PIN has been lost or stolen or that someone else knows the PIN. However, provided that the Cardholder has not acted fraudulently, with gross negligence or in breach of Clause 7.1, the Cardholder's maximum liabilities for such unauthorized transactions shall not exceed HKD500,00. The application of the aforesaid limitation on liability of the Cardholder does not apply to loss related to transactions resulting from use of Card in automated teller machine (whether or not such device is that of the Company).
 - The Company will not be obliged to issue a replacement Card to the Cardholder if his Card is lost or stolen. If the Company agrees to issue a replacement Card, its use will be subject to the terms of this Agreement.
- RIGHTS OF THE COMPANY**

- The Cardholder hereby agrees that the Company may, at any time and without prior notice, set off or transfer any monies standing to the credit of the Cardholder's account with the Company and bank accounts with the Company or Citibank, N.A. of whatever description and in whatever currency and whether held singly or jointly with others towards discharge of all sums due to the Company in connection with the Card in whatever currency. Insofar as any of the sums may only be due to the Company contingently or in future, the Company's and Citibank, N.A.'s liability to the Cardholder to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event.
 - Any Card issued to the Cardholder is and remains the property of the Company, and is not transferable. The Cardholder will promptly return all Cards on demand.
- PERSONAL DATA**
 - The Cardholder hereby agrees that all personal data relating to the Cardholder collected by the Company from time to time may be used and disclosed for such purposes and to such persons (whether in or outside Hong Kong) as set out in the Policy Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force available by the Company to its customers from time to time.
 - The Cardholder hereby agrees that the Policy Statement relating to the Personal Data (Privacy) Ordinance of the Company from time to time in force shall in all respects apply in relation to the Card and the Account and any matter arising therefrom or incidental thereto.
- E-STATEMENT SERVICE**
 - By enrolling for and using the service in which an electronic form of statement of account(s) ("e-Statement") will be made available by electronic means (the "Service"), the Cardholder accepts and agrees to be bound by this Clause 10. Upon enrollment for the Service, the Cardholder will no longer receive his Statements in paper form. The Cardholder agrees to abide by any and all laws, rules, regulations and official issuances applicable to the Service, now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services the Company may from time to time make available to the Cardholder in connection with the Service.
 - The Cardholder agrees that the successful delivery of emails (if applicable) in connection with the Service by the Company to the Cardholder's designated email address shall be deemed to be delivery of the relevant Statement to the Cardholder. The Company may, at its sole discretion and notwithstanding the Cardholder's enrolment for the Service, send any Statement to the Cardholder's last registered mailing address should the Company fail to send emails in connection with the Service at the Cardholder's registered email address or for any other reason.
 - A password (as may be designated by the Cardholder or the Company from time to time) is required to open, read or access the e-Statement available on Citibank online banking or received via the Cardholder's registered email address. The Cardholder shall keep the password secure and confidential and shall not disclose or permit it to be disclosed to any other person.
 - The Company has the discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the Service without giving any reason or prior notice. The Company reserves the right to impose such fee(s) for the Service from time to time at its sole discretion at any time by giving prior notice to the Cardholder.
 - The Cardholder understands that the Service is available to him provided that he has appropriate internet access and telecommunications services and equipment. The Cardholder shall keep such equipment used for the Service secure.
 - The Cardholder undertakes to provide to the Company with his

- updated and correct email address in order to use the Service.
 - Upon failing to send emails in connection with the Service to the Cardholder with reasonable retry, the Service will be automatically cancelled and the Company will resume sending Statements in paper form to the Cardholder.
 - To cancel enrollment for the Service, the Cardholder shall give prior notice at least 10 working days before the next Statement date through Citibank online banking or at least 15 working days through 24-Hour CitIPhone Banking at (852) 2860 0333 / Platinum Service Line 2860 0360 (for Citibank Platinum Cardholders only) / Ultima Service Line 2860 0308 (for Citibank Ultima Cardholders only) or Citibank branches. Upon cancellation of enrollment for the Service, the Company will resume sending Statements in paper form to the Cardholder.
 - The Cardholder agrees that the Company shall not be liable for any loss, damages or expenses that the Cardholder shall incur, including without limitation, any loss or damage caused to the Cardholder data, software, computer, telecommunications equipment or other equipment in connection with the Cardholder's use of the Service unless they are caused solely and directly by the Company's gross negligence or willful default.
 - The Cardholder agrees that the Company shall use reasonable effort to ensure that the Service is secure and cannot be accessed by unauthorized third parties. However, the Cardholder acknowledges that the Company does not warrant the security, secrecy or confidentiality of any information transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction via the Service. The Cardholder confirms that he understands and accepts all possible risks involved in using the Service including, without limitation, the Service or e-Statement being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the Cardholder's authorization.
 - The Service uses 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 Service that allows the Cardholder to use such software only for its intended purposes. The Cardholder agrees that he shall not disassemble, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.
- E-ALERT SERVICE**
 - The Cardholder agrees that by enrolling for and using the service(s) wherein the Company will send alerts via electronic means ("e-Alert Services"), the Cardholder accepts and agrees to be bound by this Clause 11 and to pay any fee associated with the use of the e-Alert Services. The Cardholder agrees to abide by any and all laws, rules, regulations and official issuances applicable to the e-Alert Services, now existing or which may hereinafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services the Company may from time to time make available to the Cardholder in connection with the e-Alert Services.
 - The Cardholder is responsible for the security of his telecommunications equipment and must take all reasonable precautions to prevent anyone else from accessing any confidential information and the Company is not liable for any disclosure of confidential information.
 - The Cardholder agrees that the Company shall use reasonable effort to ensure that the e-Alert Services are secure and cannot be accessed by unauthorized third parties. However, the Cardholder acknowledges that the Company does not warrant the security, secrecy or confidentiality of any information transmitted via the e-Alert Services. The Cardholder confirms that he understands and accepts all possible risks involved in using the e-Alert Services including, without limitation, the e-Alert Services being intercepted, monitored, amended, tempered with or being sent or disclosed to other parties without the

- Cardholder's authorization.
 - The Cardholder acknowledges that any information received by the Cardholder via his telecommunications equipment pursuant to the e-Alert Services is for his (and not any other persons) reference only, and shall not be taken as conclusive evidence of the matters to which it relates.
 - Neither the Company nor any of the telecommunications companies designated by the Company for the purposes of providing the e-Alert Services will assume any liability or responsibility for any failure or delay in transmitting information to the Cardholder or for any error or inaccuracy in such information unless it results from any gross negligence or willful default on the part of the Company or of such telecommunications company. In particular, the Cardholder understands that neither the Company nor any such telecommunications company shall assume any liability or responsibility for consequences arising from any cause beyond its reasonable control including, without limitation, failure of the Cardholder's telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, Internet service provider failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation, act of God, government act, civil commotion, strike, war, fire, flood or explosion.
 - The Cardholder understands the third party supporting the e-Alert Services (including the telecommunications company designated by the Company) is neither agency of the Company nor representing the Company, and there is no co-operation, partnership, joint venture or other relationship with the Company and the Company is not responsible for any loss caused by such third party including system operator.
 - The e-Alert Services use the proprietary software of the Company, the Company's affiliates or other software suppliers. The Cardholder agrees that the Company has granted the Cardholder a non-exclusive license to use this software in connection with the e-Alert Services which allow the Cardholder to use such software only for its intended purposes. The Cardholder agrees that he shall not disassemble, decompile, copy, modify or reverse engineer any such software or allow anyone else to do so.
- CANCELLATION**
 - The Company reserves the right to and may at any time withdraw, suspend, extend or modify any of the facilities or services provided to the Cardholder, increase or reduce the Customer Credit Limit, Loan Limit or Cash Advance Limit, withdraw any or all of the Cards, or terminate this Agreement without any reason or cause nor prior notice to the Cardholder. Without limiting the Company's rights as aforesaid and as an illustration, any such right is likely to be exercised if the Cardholder is in breach of any of the terms of this Agreement, fails to pay any amount when due, or commences or suffers to have any insolvency, execution or similar action or proceedings against himself.
 - The Cardholder may terminate this Agreement at any time by written notice to the Company.
 - The Company may (with or without having suspended or reduced the credits extended, withdrawn any Card or terminated this Agreement) require the Cardholder to immediately pay the entire outstanding balance under each of the Accounts. All obligations of the Cardholder incurred or existing under this Agreement as of the date of termination will survive such termination.
- If the Company for whatever reason terminates this Agreement, the Company may at any time within six (6) months after the termination of this Agreement issue any card to the Cardholder in substitution for the Card.
- AMENDMENTS**

- The Company hereby reserves the right at any time to amend the terms of this Agreement including, without limitation, the rates of any charges or fees and method of payment in any manner as the Company deems fit by prior notice. Amendments will take effect on such date as stipulated by the Company in accordance with the applicable code of practice.
 - If the Cardholder does not accept the Company's amendments, the Cardholder will discontinue the Card by written notice to the Company before such amendments become effective.
 - Any Transaction using the Card after the effective date of the amendments will be deemed to be conclusive evidence that the Cardholder has accepted and agreed to such amendments without reservation.
- MISCELLANEOUS**
 - The Company may at any time transfer, assign, delegate or sub-contract any or all of its rights or obligations hereunder to any person without prior notice to the Cardholder.
 - 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 appropriate form determined by the Company. All such notices, Statements or correspondence to be given by the Company will be validly given if dispatched to the Cardholder's address last registered with the Company and will be deemed to be received by the Cardholder within a generally acceptable time of that means of communication.
 - The Company is hereby authorized (but is not obliged) to accept any instructions given by (a) telephone, telex, mail, facsimile transmission or in writing purportedly given by the Cardholder; or (b) electronic means (including emails and SMS) given in such manner as the Company may prescribe from time to time all 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 notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in or authorization for their terms.
 - These terms are translated from English to Chinese for guidance only. If there is any conflict or inconsistency between the two versions, the English version will prevail.
 - Unless the context otherwise requires, all expressions herein in the singular will include the plural and vice versa and all expressions in the masculine gender will include the feminine and/or the neuter gender where applicable. Headings are for reference only and will not affect construction of this Agreement.
 - This Agreement will be governed by and construed in accordance with the laws of Hong Kong. The Cardholder hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong.

