

**Notice of amendments to Citi Credit Card Agreement TERMS AND CONDITIONS, Citi Octopus Credit Card Agreement TERMS AND CONDITIONS, Citi HKTvmall Card Agreement TERMS AND CONDITIONS, Citi UnionPay Credit Card Agreement TERMS AND CONDITIONS and Citi Credit Card / Diners Club Card Key Facts Statement And Fees Schedule**

With effect from June 30, 2021, certain terms and conditions will be revised as follows. Revised content is underlined and removed content is marked with strikethrough lines:

**1. What are the changes to the CITI CREDIT CARD AGREEMENT TERMS AND CONDITIONS?**

Clause 3.1 shall be amended as follows:

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 / Cardmember'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 / Cardmember 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 Conversion Program, Balance Transfer Program, Merchant Installment Plan).

Clause 3.4 shall be deleted in its entirety and be replaced with the following new Clause 3.4:

Subject to the relevant terms hereunder, the Interest-Free Installment Plan (the "Plan") is a loan provided by the Company at its absolute discretion and is only applicable to the Cardholder / Cardmember at such merchants as may be designated and communicated by the Company from time to time (each a "Merchant"). In respect of each Transaction using the Plan:

- (a) Cardholder/Cardmember irrevocably authorizes the Company to pay the full Transaction amount ("Loan Amount") to the Merchant in one lump sum (which may be before all or part of the relevant goods or services have been provided by the Merchant) and undertakes to repay the Loan Amount to the Company by installments through the Card (each an "Installment");
- (b) any Plan once accepted by Cardholder/Cardmember and the Transaction subject to the Plan cannot be cancelled, altered or reversed. Availability of the Plan is subject to eligibility and account status checking by the Company in its absolute discretion;
- (c) the Loan Amount will be held from the Customer Credit Limit according to the tenor of the Plan and shall be repaid by monthly Installments. Each Installment is irrevocable and will be debited monthly from the Account until full repayment of the Loan Amount. The Company will proportionally restore the Customer Credit Limit every month after payment of each Installment by Cardholder/Cardmember. As such, only the outstanding Installment amounts 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) availability of the Plan might be communicated by the Company to the Cardholder/Cardmember at the participating Merchant store at the time of the relevant Transaction, through SMS or other digital channel and Cardholder/ Cardmember agrees to receive such communication from the Company as service notification. Cardholder/Cardmember may accept the Plan by responding to such communication and any Plan accepted by the Cardholder/ Cardmember shall be governed by the terms of this Agreement. Availability of the Plan for the relevant Transaction will expire if not accepted by the Cardholder/Cardmember within such time as specified by the Company;
- (f) Cardholder/Cardmember may not cancel the purchase or subscription of the goods and/or services and agrees not to claim against the Company whatsoever in all circumstances in relation hereto, including the refund of the amount paid;
- (g) in the event where the 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, Cardholder/Cardmember remains liable to pay each and every Installment to the Company until the Loan Amount is repaid in full;
- (h) any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the Merchant by the Cardholder/Cardmember. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder/Cardmember remains liable to repay the entire Loan Amount to the Company in the manner stipulated by this Agreement;
- (i) payment of each Installment shall be treated in the same way as any other Transaction charged to the Account and subject to all terms of the Agreement. In any event, Cardholder/Cardmember is required to repay the Loan Amount in full to the Company and is liable for all charges, including without limitation to charges on overdue payments, in accordance with the terms of this Agreement;
- (j) the Company is neither the provider of the goods and services nor an 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 Merchant is solely responsible for all obligations and liabilities relating to such goods or services and all auxiliary services; and
- (k) the Company may at its absolute discretion and at any time without giving any prior notice and reason, (i) not offer the Plan to Cardholder/Cardmember; or (ii) withdraw or cancel the Plan/Loan/Account. Upon the occurrence of any of the aforementioned event, or if the Cardholder/Cardmember cancels the Account, Cardholder/Cardmember shall immediately repay all outstanding liabilities under the Account, including without limitation any amount outstanding under the Loan, to the Company.

Notwithstanding any provision in this Agreement, if an unauthorized transaction is reported in accordance with this Agreement before its settlement date, Cardholder/Cardmember 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/Cardmember. 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 is binding on Cardholder/Cardmember.

Re-numbering original Clause 3.4(g) as new Clause 3.5 with changes shown below:

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, Cardholder/Cardmember remains liable to pay each and every Installment to the Company until the Loan Amount is repaid in full;the full amount of the Transaction, subject to the relevant Card association rules.

Re-numbering original Clause 3.4 (h) as new Clause 3.6 with changes shown below:

Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the merchant by the Cardholder/Cardmember. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder/Cardmember remains liable to repay the entire Loan Amount to the Company amount of the Transaction in the manner stipulated by this Agreement, subject to the relevant Card association rules.

Re-numbering original Clause 3.4 (j) with no change in wording as new Clause 3.7 which reads as follows:

The Company is neither the provider of the goods and services nor an 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 merchant is solely responsible for all obligations and liabilities relating to such goods or services and all auxiliary services.

Clause 4.3(s) shall be amended as follows:

Interest-Free Installment Plan~~Merchant Installment Plan~~ Cancellation Handling Fee

A handling fee as specified in the Fees Schedule will be charged in the event of cancellation of Interest-Free Installment~~Merchant Installment Plan~~.

The following new Clause 15 shall be inserted after Clause 14:

**15. MERCHANT INSTALLMENT PLAN**

15.1 The following terms and conditions shall govern Merchant Installment Plan, subject to and in addition to this Agreement. All capitalized terms shall have their respective meanings as defined in this Agreement, unless otherwise defined or the context requires otherwise.

15.2 The Merchant Installment Plan (the "Plan") is a loan (the "Loan") provided by the Company at its absolute discretion and is only applicable to the Cardholder / Cardmember at such merchants as may be designated and communicated by the Company from time to time (each a "Merchant"). In respect of each Transaction using the Plan (each, a "Plan Transaction"):

- (a) Cardholder/Cardmember irrevocably authorizes the Company to pay the full Plan Transaction amount ("Loan Amount") to the Merchant in one lump sum (which may be before all or part of the relevant goods or services have been provided by the Merchant) and undertakes to repay the Loan Amount to the Company by equal monthly installments through the Card (each an "Installment") with the first Installment being charged on the Plan Transaction date, and each subsequent Installment will be charged to the Card on the same monthly calendar day (or the next calendar day if there is no such day) of the Plan Transaction date until the Loan Amount is fully repaid. Each date on which an Installment is charged to the Card is referred to as an "Installment Date" in this Agreement;
- (b) Availability of the Plan is subject to eligibility and account status checking by the Company in its absolute discretion. In the event of cancellation of the Plan by Cardholder/Cardmember, a Merchant Installment Plan Cancellation Handling Fee (i.e. HK\$300) as specified in the Fees Schedule may be charged and the outstanding Loan Amount will be billed in full;
- (c) the Loan Amount will be held from the Customer Credit Limit according to the tenor of the Plan and shall be repaid by monthly Installments. Each Installment is irrevocable and will be debited monthly from the Account until full repayment of the Loan Amount. The Company will proportionally restore the Customer Credit Limit every month after payment of each Installment by Cardholder/Cardmember. As such, only the outstanding Installment amounts 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) payment of each Installment shall be treated in the same way as any other Transaction charged to the Account and subject to all terms of the Agreement. In any event, Cardholder/Cardmember is required to repay the Loan Amount in full to the Company and is liable for all charges, including without limitation to charges on overdue 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 reason, (i) not offer the Plan to Cardholder/ Cardmember; or (ii) withdraw or cancel the Plan/Loan/Account. Upon the occurrence of any of the aforementioned event, or if the Cardholder/ Cardmember cancels the Account, Cardholder/Cardmember 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) There are no additional fees and charges for a Plan Transaction, ONLY if Cardholder/Cardmember pays (or had paid) in full the Statement Balance by the Payment Due Date every month until the Loan Amount is repaid in full. However,
  - (1) If Cardholder/Cardmember pays (had paid) an amount equal to or greater than the Minimum Payment Due but less than the Statement Balance for current (and previous) Statement(s), then:
    - (i) the billed Installment in the current Statement, is subject to the Finance Charge from the Installment Date in the current Statement till Cardholder/Cardmember pays the current outstanding balance in full, and
    - (ii) any unpaid portion of previous monthly Installments in the current Statement, are subject to the Finance Charge from one day after the current Statement Date till Cardholder/Cardmember pays the current outstanding balance in full.
  - (2) If Cardholder/Cardmember pays an amount equal to or greater than the Minimum Payment Due but less than the Statement Balance for the current Statement only (and had paid the total Statement Balance by Payment Due Date in the previous Statement), then the billed Installment in the current Statement is subject to the Finance Charge from one day after the current Statement Date till Cardholder/ Cardmember pays the current outstanding balance in full.
  - (3) All Finance Charge will be calculated and accrued on a daily basis. Please note that the Minimum Payment Due includes only 1.5% of billed Installment, which is also specified in Clause 15.2 (g) of this Agreement and please refer to Clause 5.5 of this Agreement for the payment allocation sequence.
  - (4) Also, if Cardholder/Cardmember pays less than the Minimum Payment Due, a Default Finance Charge will be charged (instead of the Finance Charge). Cardholder/ Cardmember should refer to Clause 4.3 (l) of this Agreement for the charging logic of the Default Finance Charge.
- (i) Points, Octopus Cash or Cash Rebates will be credited monthly corresponding to the Installment billed.

## 2. What are the changes to the CITI OCTOPUS CREDIT CARD AGREEMENT TERMS AND CONDITIONS?

Clause 3.1.1 shall be amended as follows:

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 /Cardmember'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 /Cardmember 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 Conversion Program, Balance Transfer Program, Merchant Installment Plan).

Clause 3.4 shall be deleted in its entirety and be replaced with the following new Clause 3.4:

Subject to the relevant terms hereunder, the Interest-Free Installment Plan (the "Plan") is a loan provided by the Company at its absolute discretion and is only applicable to the Cardholder at such merchants as may be designated and communicated by the Company from time to time (each a "Merchant"). In respect of each Transaction using the Plan:

- (a) Cardholder irrevocably authorizes the Company to pay the full Transaction amount ("Loan Amount") to the Merchant in one lump sum (which may be before all or part of the relevant goods or services have been provided by the Merchant) and undertakes to repay the Loan Amount to the Company by installments through the Card (each an "Installment");
- (b) any Plan once accepted by Cardholder and the Transaction subject to the Plan cannot be cancelled, altered or reversed. Availability of the Plan is subject to eligibility and account status checking by the Company in its absolute discretion;
- (c) the Loan Amount will be held from the Customer Credit Limit according to the tenor of the Plan and shall be repaid by monthly Installments. Each Installment is irrevocable and will be debited monthly from the Account until full repayment of the Loan Amount. The Company will proportionally restore the Customer Credit Limit every month after payment of each Installment by Cardholder. As such, only the outstanding Installment amounts 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) availability of the Plan might be communicated by the Company to the Cardholder at the participating Merchant store at the time of the relevant Transaction, through SMS or other digital channel and Cardholder agrees to receive such communication from the Company as service notification. Cardholder may accept the Plan by responding to such communication and any Plan accepted by the Cardholder shall be governed by the terms of this Agreement. Availability of the Plan for the relevant Transaction will expire if not accepted by the Cardholder within such time as specified by the Company;
- (f) Cardholder may not cancel the purchase or subscription of the goods and/or services and agrees not to claim against the Company whatsoever in all circumstances in relation hereto, including the refund of the amount paid;
- (g) in the event where the 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, Cardholder remains liable to pay each and every Installment to the Company until the Loan Amount is repaid in full; (h) any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the Merchant by the Cardholder. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder remains liable to repay the entire Loan Amount to the Company in the manner stipulated by this Agreement;
- (i) payment of each Installment shall be treated in the same way 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, including without limitation to charges on overdue payments, in accordance with the terms of this Agreement;
- (j) the Company is neither the provider of the goods and services nor an 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 Merchant is solely responsible for all obligations and liabilities relating to such goods or services and all auxiliary services; and
- (k) the Company may at its absolute discretion and at any time without giving any prior notice and reason, (i) not offer the Plan to Cardholder ; or (ii) withdraw or cancel the Plan/Loan/Account. Upon the occurrence of any of the aforementioned event, or 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.

Notwithstanding any provision in this Agreement, if an unauthorized transaction is reported in accordance with this Agreement before its 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 is binding on Cardholder.

Re-numbering original Clause 3.4(g) as new Clause 3.5 with changes shown below:

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, Cardholder remains liable to pay each and every installment to the Company until the Loan Amount is repaid in full; the full amount of the Transaction, subject to the relevant Card association rules.

Re-numbering original Clause 3.4 (h) as new Clause 3.6 with changes shown below:

Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the merchant by the Cardholder. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder remains liable to repay the entire Loan Amount to the Company amount of the Transaction in the manner stipulated by this Agreement, subject to the relevant Card association rules.

Re-numbering original Clause 3.4 (j) with no change in wording as new Clause 3.7 which reads as follows:

The Company is neither the provider of the goods and services nor an 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 merchant is solely responsible for all obligations and liabilities relating to such goods or services and all auxiliary services.

Clause 4.3(s) shall be amended as follows:

~~Interest-Free Installment Plan~~ Merchant Installment Plan Cancellation Handling Fee A handling fee as specified in the Fees Schedule will be charged in the event of cancellation of ~~Interest-Free Installment~~ Merchant Installment Plan.

The following new Clause 15 shall be inserted after Clause 14:

## 15. MERCHANT INSTALLMENT PLAN

15.1 The following terms and conditions shall govern Merchant Installment Plan, subject to and in addition to this Agreement. All capitalized terms shall have their respective meanings as defined in this Agreement, unless otherwise defined or the context requires otherwise.

15.2 The Merchant Installment Plan (the "Plan") is a loan (the "Loan") provided by the Company at its absolute discretion and is only applicable to the Cardholder at such merchants as may be designated and communicated by the Company from time to time (each a "Merchant"). In respect of each Transaction using the Plan (each, a "Plan Transaction"):

- (a) Cardholder irrevocably authorizes the Company to pay the full Plan Transaction amount ("Loan Amount") to the Merchant in one lump sum (which may be before all or part of the relevant goods or services have been provided by the Merchant) and undertakes to repay the Loan Amount to the Company by equal monthly installments through the Card (each an "Installment") with the first Installment being charged on the Plan Transaction date, and each subsequent Installment will be charged to the Card on the same monthly calendar day (or the next calendar day if there is no such day) of the Plan Transaction date until the Loan Amount is fully repaid. Each date on which an Installment is charged to the Card is referred to as an "Installment Date" in this Agreement;
- (b) Availability of the Plan is subject to eligibility and account status checking by the Company in its absolute discretion. In the event of cancellation of the Plan by Cardholder, a Merchant Installment Plan Cancellation Handling Fee (i.e. HK\$300) as specified in the Fees Schedule may be charged and the outstanding Loan Amount will be billed in full;
- (c) the Loan Amount will be held from the Customer Credit Limit according to the tenor of the Plan and shall be repaid by monthly Installments. Each Installment is irrevocable and will be debited monthly from the Account until full repayment of the Loan Amount. The Company will proportionally restore the Customer Credit Limit every month after payment of each Installment by Cardholder. As such, only the outstanding Installment amounts 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) payment of each Installment shall be treated in the same way 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, including without limitation to charges on overdue 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 reason, (i) not offer the Plan to Cardholder; or (ii) withdraw or cancel the Plan/Loan/Account. Upon the occurrence of any of the aforementioned event, or 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) There are no additional fees and charges for a Plan Transaction, ONLY if Cardholder pays (or had paid) in full the Statement Balance by the Payment Due Date every month until the Loan Amount is repaid in full. However,
  - (1) If Cardholder pays (had paid) an amount equal to or greater than the Minimum Payment Due but less than the Statement Balance for current (and previous) Statement(s), then:
    - (i) the billed Installment in the current Statement, is subject to the Finance Charge from the Installment Date in the current Statement till Cardholder pays the current outstanding balance in full, and
    - (ii) any unpaid portion of previous monthly Installments in the current Statement, are subject to the Finance Charge from one day after the current Statement Date till Cardholder pays the current outstanding balance in full.
  - (2) If Cardholder pays an amount equal to or greater than the Minimum Payment Due but less than the Statement Balance for the current Statement only (and had paid the total Statement Balance by Payment Due Date in the previous Statement), then the billed Installment in the current Statement is subject to the Finance Charge from one day after the current Statement Date till Cardholder pays the current outstanding balance in full.
  - (3) All Finance Charge will be calculated and accrued on a daily basis. Please note that the Minimum Payment Due includes only 1.5% of billed Installment, which is also specified in Clause 15.2 (g) of this Agreement and please refer to Clause 5.6 of this Agreement for the payment allocation sequence.
  - (4) Also, if Cardholder pays less than the Minimum Payment Due, a Default Finance Charge will be charged (instead of the Finance Charge). Cardholder should refer to Clause 4.3 (l) of this Agreement for the charging logic of the Default Finance Charge.
- (i) Points, Octopus Cash or Cash Rebates will be credited monthly corresponding to the Installment billed.

### 3. What are the changes to the CITI HKTVMALL CARD AGREEMENT TERMS AND CONDITIONS?

Clause 4.1.1 shall be amended as follows:

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 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 Conversion Program, Balance Transfer Program, Merchant Installment Plan).

Clause 4.4 shall be deleted in its entirety and be replaced with the following new Clause 4.4:

Subject to the relevant terms hereunder, the Interest-Free Installment Plan (the "Plan") is a loan provided by the Company at its absolute discretion and is only applicable to the Cardholder at such merchants as may be designated and communicated by the Company from time to time (each a "Merchant"). In respect of each Transaction using the Plan:-

- (a) Cardholder irrevocably authorizes the Company to pay the full Transaction amount ("Loan Amount") to the Merchant in one lump sum (which may be before all or part of the relevant goods or services have been provided by the Merchant) and undertakes to repay the Loan Amount to the Company by installments through the Card (each an "Installment");
- (b) any Plan once accepted by Cardholder and the Transaction subject to the Plan cannot be cancelled, altered or reversed. Availability of the Plan is subject to eligibility and account status checking by the Company in its absolute discretion;

- (c) the Loan Amount will be held from the Customer Credit Limit according to the tenor of the Plan and shall be repaid by monthly Installments. Each Installment is irrevocable and will be debited monthly from the Account until full repayment of the Loan Amount. The Company will proportionally restore the Customer Credit Limit every month after payment of each Installment by Cardholder. As such, only the outstanding Installment amounts 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) availability of the Plan might be communicated by the Company to the Cardholder at the participating Merchant store at the time of the relevant Transaction, through SMS or other digital channel and Cardholder agrees to receive such communication from the Company as service notification. Cardholder may accept the Plan by responding to such communication and any Plan accepted by the Cardholder shall be governed by the terms of this Agreement. Availability of the Plan for the relevant Transaction will expire if not accepted by the Cardholder within such time as specified by the Company;
- (f) Cardholder may not cancel the purchase or subscription of the goods and/or services and agrees not to claim against the Company whatsoever in all circumstances in relation hereto, including the refund of the amount paid;
- (g) in the event where the 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, Cardholder remains liable to pay each and every Installment to the Company until the Loan Amount is repaid in full; (h) any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the Merchant by the Cardholder. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder remains liable to repay the entire Loan Amount to the Company in the manner stipulated by this Agreement;
- (i) payment of each Installment shall be treated in the same way 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, including without limitation to charges on overdue payments, in accordance with the terms of this Agreement;
- (j) the Company is neither the provider of the goods and services nor an 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 Merchant is solely responsible for all obligations and liabilities relating to such goods or services and all auxiliary services; and
- (k) the Company may at its absolute discretion and at any time without giving any prior notice and reason, (i) not offer the Plan to Cardholder; or (ii) withdraw or cancel the Plan/Loan/Account. Upon the occurrence of any of the aforementioned event, or 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.

Notwithstanding any provision in this Agreement, if an unauthorized transaction is reported in accordance with this Agreement before its 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 is binding on Cardholder.

Re-numbering original Clause 4.4 (g) with no change in wording as new Clause 4.7 which reads as follows:

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, Cardholder remains liable to pay each and every Installment to the Company until the Loan Amount is repaid in full; the full amount of the Transaction, subject to the relevant Card association rules.

Re-numbering original Clause 4.4 (h) as new Clause 4.6 with changes shown below:

Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the merchant by the Cardholder. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder remains liable to repay the entire Loan Amount to the Company amount of the Transaction in the manner stipulated by this Agreement, subject to the relevant Card association rules.

Re-numbering original Clause 4.4 (j) with no change in wording as new Clause 4.7 which reads as follows:

The Company is neither the provider of the goods and services nor an 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 merchant is solely responsible for all obligations and liabilities relating to such goods or services and all auxiliary services.

Clause 5.3(s) shall be amended as follows:

~~Interest-Free Installment Plan~~ Merchant Installment Plan Cancellation Handling Fee

A handling fee as specified in the Fees Schedule will be charged in the event of cancellation of ~~Interest-Free Installment~~ Merchant Installment Plan.

The following new Clause 17 shall be inserted after Clause 16:

#### 17. MERCHANT INSTALLMENT PLAN

17.1 The following terms and conditions shall govern Merchant Installment Plan, subject to and in addition to this Agreement. All capitalized terms shall have their respective meanings as defined in this Agreement, unless otherwise defined or the context requires otherwise.

17.2 The Merchant Installment Plan (the "Plan") is a loan (the "Loan") provided by the Company at its absolute discretion and is only applicable to the Cardholder at such merchants as may be designated and communicated by the Company from time to time (each a "Merchant"). In respect of each Transaction using the Plan (each, a "Plan Transaction"):

- (a) Cardholder irrevocably authorizes the Company to pay the full Plan Transaction amount ("Loan Amount") to the Merchant in one lump sum (which may be before all or part of the relevant goods or services have been provided by the Merchant) and undertakes to repay the Loan Amount to the Company by equal monthly installments through the Card (each an "Installment") with the first Installment being charged on the Plan Transaction date, and each subsequent Installment will be charged to the Card on the same monthly calendar day (or the next calendar day if there is no such day) of the Plan Transaction date until the Loan Amount is fully repaid. Each date on which an Installment is charged to the Card is referred to as an "Installment Date" in this Agreement;
- (b) Availability of the Plan is subject to eligibility and account status checking by the Company in its absolute discretion. In the event of cancellation of the Plan by Cardholder, a Merchant Installment Plan Cancellation Handling Fee (i.e. HK\$300) as specified in the Fees Schedule may be charged and the outstanding Loan Amount will be billed in full;
- (c) the Loan Amount will be held from the Customer Credit Limit according to the tenor of the Plan and shall be repaid by monthly Installments. Each Installment is irrevocable and will be debited monthly from the Account until full repayment of the Loan Amount. The Company will proportionally restore the Customer Credit Limit every month after payment of each Installment by Cardholder. As such, only the outstanding Installment amounts 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) payment of each Installment shall be treated in the same way 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, including without limitation to charges on overdue 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 reason, (i) not offer the Plan to Cardholder; or (ii) withdraw or cancel the Plan/Loan/Account. Upon the occurrence of any of the aforementioned event, or 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) There are no additional fees and charges for a Plan Transaction, ONLY if Cardholder pays (or had paid) in full the Statement Balance by the Payment Due Date every month until the Loan Amount is repaid in full. However,
  - (i) If Cardholder pays (had paid) an amount equal to or greater than the Minimum Payment Due but less than the Statement Balance for current (and previous) Statement(s), then:
    - (i) the billed Installment in the current Statement, is subject to the Finance Charge from the Installment Date in the current Statement till Cardholder pays the current outstanding balance in full, and

(ii) any unpaid portion of previous monthly Installments in the current Statement, are subject to the Finance Charge from one day after the current Statement Date till Cardholder pays the current outstanding balance in full.

(2) If Cardholder pays an amount equal to or greater than the Minimum Payment Due but less than the Statement Balance for the current Statement only (and had paid the total Statement Balance by Payment Due Date in the previous Statement), then the billed Installment in the current Statement is subject to the Finance Charge from one day after the current Statement Date till Cardholder pays the current outstanding balance in full.

(3) All Finance Charge will be calculated and accrued on a daily basis. Please note that the Minimum Payment Due includes only 1.5% of billed Installment, which is also specified in clause 17.2 (g) of this Agreement and please refer to Clause 6.7 of this Agreement for the payment allocation sequence.

(4) Also, if Cardholder pays less than the Minimum Payment Due, a Default Finance Charge will be charged (instead of the Finance Charge). Cardholder should refer to Clause 5.3 (l) of this Agreement for the charging logic of the Default Finance Charge.

(i) Points, Octopus Cash or Cash Rebates will be credited monthly corresponding to the Installment billed.

#### 4. What are the changes to the CITI UNIONPAY CREDIT CARD AGREEMENT TERMS AND CONDITIONS?

Clause 3.1 shall be amended as follows:

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 /Cardmember'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 /Cardmember 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 Conversion Program, Balance Transfer Program, Merchant Installment Plan).

Clause 3.4 shall be deleted in its entirety and be replaced with the following new Clause 3.4:

Subject to the relevant terms hereunder, the Interest-Free Installment Plan (the "Plan") is a loan provided by the Company at its absolute discretion and is only applicable to the HKD Account and to the Cardholder at such merchants as may be designated and communicated by the Company from time to time (each a "Merchant"). In respect of each Transaction using the Plan:

- (a) Cardholder irrevocably authorizes the Company to pay the full Transaction amount ("Loan Amount") to the Merchant in one lump sum (which may be before all or part of the relevant goods or services have been provided by the Merchant) and undertakes to repay the Loan Amount to the Company by installments through the Card (each an "Installment");
- (b) any Plan once accepted by Cardholder and the Transaction subject to the Plan cannot be cancelled, altered or reversed. Availability of the Plan is subject to eligibility and account status checking by the Company in its absolute discretion;
- (c) the Loan Amount will be held from the Customer Credit Limit according to the tenor of the Plan and shall be repaid by monthly Installments. Each Installment is irrevocable and will be debited monthly from the Account until full repayment of the Loan Amount. The Company will proportionally restore the Customer Credit Limit every month after payment of each Installment by Cardholder. As such, only the outstanding Installment amounts 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) availability of the Plan might be communicated by the Company to the Cardholder at the participating Merchant store at the time of the relevant Transaction, through SMS or other digital channel and Cardholder agrees to receive such communication from the Company as service notification. Cardholder may accept the Plan by responding to such communication and any Plan accepted by the Cardholder shall be governed by the terms of this Agreement. Availability of the Plan for the relevant Transaction will expire if not accepted by the Cardholder within such time as specified by the Company;
- (f) Cardholder may not cancel the purchase or subscription of the goods and/or services and agrees not to claim against the Company whatsoever in all circumstances in relation hereto, including the refund of the amount paid;
- (g) in the event where the 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, Cardholder remains liable to pay each and every Installment to the Company until the Loan Amount is repaid in full; (h) any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the Merchant by the Cardholder. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder remains liable to repay the entire Loan Amount to the Company in the manner stipulated by this Agreement;
- (i) payment of each Installment shall be treated in the same way 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, including without limitation to charges on overdue payments, in accordance with the terms of this Agreement;
- (j) the Company is neither the provider of the goods and services nor an 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 Merchant is solely responsible for all obligations and liabilities relating to such goods or services and all auxiliary services; and
- (k) the Company may at its absolute discretion and at any time without giving any prior notice and reason, (i) not offer the Plan to Cardholder; or (ii) withdraw or cancel the Plan/Loan/Account. Upon the occurrence of any of the aforementioned event, or 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.

Notwithstanding any provision in this Agreement, if an unauthorized transaction is reported in accordance with this Agreement before its 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 is binding on Cardholder.

Re-numbering original Clause 3.4(g) as new Clause 3.5 with changes shown below:

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, Cardholder remains liable to pay each and every Installment to the Company until the Loan Amount is repaid in full; the full amount of the Transaction, subject to the relevant Card association rules.

Re-numbering original Clause 3.4 (h) as new Clause 3.6 with changes shown below:

Any claims, disputes or complaints arising from the goods and/or services shall be resolved directly with the merchant by the Cardholder. Regardless of whether such disputes (including without limitation non-receipt of goods and/or non-performance of services) can be resolved, Cardholder remains liable to repay the entire Loan Amount to the Company amount of the Transaction in the manner stipulated by this Agreement, subject to the relevant Card association rules.

Re-numbering original Clause 3.4 (j) with no change in wording as new Clause 3.7 which reads as follows:

The Company is neither the provider of the goods and services nor an 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 merchant is solely responsible for all obligations and liabilities relating to such goods or services and all auxiliary services.

Clause 4.4(s) shall be amended as follows:

Interest-Free Installment PlanMerchant Installment Plan Cancellation Handling Fee

A handling fee as specified in the Fees Schedule will be charged in the event of cancellation of Interest-Free InstallmentMerchant Installment Plan.

The following new Clause 15 shall be inserted after Clause 14:

#### 15. MERCHANT INSTALLMENT PLAN

15.1 The following terms and conditions shall govern Merchant Installment Plan, subject to and in addition to this Agreement. All capitalized terms shall have their respective meanings as defined in this Agreement, unless otherwise defined or the context requires otherwise.

15.2 The Merchant Installment Plan (the "Plan") is a loan (the "Loan") provided by the Company at its absolute discretion and is only applicable to the Cardholder at such merchants as may be designated and communicated by the Company from time to time (each a "Merchant"). In respect of each Transaction using the Plan (each, a "Plan Transaction"):

- (a) Cardholder irrevocably authorizes the Company to pay the full Plan Transaction amount ("Loan Amount") to the Merchant in one lump sum (which may be before all or part of the relevant goods or services have been provided by the Merchant) and undertakes to repay the Loan Amount to the Company by equal monthly installments through the Card (each an "Installment") with the first Installment being charged on the Plan Transaction date, and each subsequent Installment will be charged to the Card on the same monthly calendar day (or the next calendar day if there is no such day) of the Plan Transaction date until the Loan Amount is fully repaid. Each date on which an Installment is charged to the Card is referred to as an "Installment Date" in this Agreement;
- (b) Availability of the Plan is subject to eligibility and account status checking by the Company in its absolute discretion. In the event of cancellation of the Plan by Cardholder, a Merchant Installment Plan Cancellation Handling Fee (i.e. HK\$300) as specified in the Fees Schedule may be charged and the outstanding Loan Amount will be billed in full;
- (c) the Loan Amount will be held from the Customer Credit Limit according to the tenor of the Plan and shall be repaid by monthly Installments. Each Installment is irrevocable and will be debited monthly from the Account until full repayment of the Loan Amount. The Company will proportionally restore the Customer Credit Limit every month after payment of each Installment by Cardholder. As such, only the outstanding Installment amounts 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) payment of each Installment shall be treated in the same way 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, including without limitation to charges on overdue 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 reason, (i) not offer the Plan to Cardholder; or (ii) withdraw or cancel the Plan/Loan/Account. Upon the occurrence of any of the aforementioned event, or 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) There are no additional fees and charges for a Plan Transaction, ONLY if Cardholder pays (or had paid) in full the Statement Balance by the Payment Due Date every month until the Loan Amount is repaid in full. However,
- (1) If Cardholder pays (had paid) an amount equal to or greater than the Minimum Payment Due but less than the Statement Balance for current (and previous) Statement(s), then:
- (i) the billed Installment in the current Statement, is subject to the Finance Charge from the Installment Date in the current Statement till Cardholder pays the current outstanding balance in full, and
- (ii) any unpaid portion of previous monthly Installments in the current Statement, are subject to the Finance Charge from one day after the current Statement Date till Cardholder pays the current outstanding balance in full.
- (2) If Cardholder pays an amount equal to or greater than the Minimum Payment Due but less than the Statement Balance for the current Statement only (and had paid the total Statement Balance by Payment Due Date in the previous Statement), then the billed Installment in the current Statement is subject to the Finance Charge from one day after the current Statement Date till Cardholder pays the current outstanding balance in full.
- (3) All Finance Charge will be calculated and accrued on a daily basis. Please note that the Minimum Payment Due includes only 1.5% of billed Installment, which is also specified in Clause 15.2 (g) of this Agreement and please refer to Clause 5.8 of this Agreement for the payment allocation sequence.
- (4) Also, if Cardholder pays less than the Minimum Payment Due, a Default Finance Charge will be charged (instead of the Finance Charge). Cardholder should refer to Clause 4.4 (l) of this Agreement for the charging logic of the Default Finance Charge.
- (i) Points, Octopus Cash or Cash Rebates will be credited monthly corresponding to the Installment billed.

#### 5. What are the changes to the Citi Credit Card/Diners Club Card Key Facts Statement and Fees Schedule?

The Other Fees shall be amended as follows:

Other Fees	
Interest-Free-Installment Plan Merchant Installment Plan Cancellation Handling Fee	HK\$300 per each cancelled Interest-Free-Installment Merchant Installment Plan

The following is the illustration for Clause 15.2(h)(2) of Citi Credit Card Agreement TERMS AND CONDITIONS, Citi Octopus Credit Card Agreement TERMS AND CONDITIONS, Citi UnionPay Credit Card Agreement TERMS AND CONDITIONS and Clause 17.2(h)(2) of Citi HKTVmall Card Agreement TERMS AND CONDITIONS:

Loan Amount	HK\$6,000.00
Tenor	6 months
Installment Date	March 10, 2021
Billed Installment	HK\$1,000.00
Minimum Payment Due specified in the Statement	HK\$300
Rate of Finance Charge as set out in the Statement	32%p.a. (APR: 35.51%)
Current Statement Date	March 15, 2021
Payment Due Date	April 12, 2021
Payment made on March 20, 2021 ("Payment Date")	HK\$300
Finance Charge on the billed Installment (HK\$1,000) from one day after current Statement Date (March 16) to one day before Payment Date (March 19) at 32%p.a. (i.e. $HK\$1,000 \times 4 \text{ days} \div 365 \text{ days} \times 32\%$ )	HK\$3.51
Current outstanding Installment amount	HK\$700
Finance Charge on the current outstanding Installment amount (HK\$ 700) from Payment Date (March 20) to next Statement Date (April 15) at 32%p.a. (i.e. $HK\$700 \times 26 \text{ days} \div 365 \text{ days} \times 32\%$ )	HK\$15.96
Total Finance Charge (i.e. HK\$3.51 + HK\$15.96)	HK\$19.47
Next Statement Date	April 15, 2021

**Notice of amendments to Citi Credit Card Agreement TERMS AND CONDITIONS, Citi Octopus Credit Card Agreement TERMS AND CONDITIONS, Citi HKTvmall Card Agreement TERMS AND CONDITIONS and Citi UnionPay Credit Card Agreement TERMS AND CONDITIONS**

With effect from June 30, 2021, certain terms and conditions will be revised as follows. Revised content is underlined:

**1. What are the changes to the CITI CREDIT CARD AGREEMENT TERMS AND CONDITIONS, CITI OCTOPUS CREDIT CARD AGREEMENT TERMS AND CONDITIONS and CITI UNIONPAY CREDIT CARD AGREEMENT TERMS AND CONDITIONS?**

The following new Clause 16 shall be inserted after Clause 15:

**16. RECURRING CARD INSTRUCTIONS**

- 16.1 The Cardholder/ Cardmember can authorise another party to debit his Card Account on a recurring basis using his Card number and/or expiry date. This is called a Recurring Card Instruction ("Recurring Card Instruction").
- 16.2 In order to set up a Recurring Card Instruction, a Merchant will ask the Cardholder/ Cardmember to complete an instruction form. Details of when amounts under a Recurring Card Instruction are charged to the Card and the amounts to be charged should be set out in the instruction form.
- 16.3 If the Cardholder/ Cardmember has provided Recurring Card Instructions to a Merchant, the Cardholder/ Cardmember will need to contact the Merchant directly to request a cancellation. The Company suggests that the Cardholder/ Cardmember does this at least 15 days prior to the next scheduled payment. Until the Cardholder/ Cardmember cancels his authority, the Merchant has the right to request the Company to debit the Card Account and the Company is obliged to process this request.
- 16.4 Subject to Clause 16.6 below, after Card cancellation or replacement, the Cardholder/ Cardmember is responsible for reinstating all relevant Recurring Card Instruction(s).
- 16.5 Cardholder/Cardmember may retain a copy of the request to change or cancel any Recurring Card Instruction(s) with a Merchant. The Cardholder/ Cardmember may use this as proof if a Merchant has not acted in accordance with his request.
- 16.6 If Card number and/or Card expiry date is changed, for example as a result of previous Card being lost or stolen or Card otherwise being replaced, or Card is cancelled or Account is closed, the Cardholder/ Cardmember has the responsibility to contact the Merchant to cancel or change the details of his Recurring Card Instructions. Without prejudice to Cardholder/Cardmember's aforesaid responsibility, if the relevant Card association provides the service of updating certain designated Merchants of such Card cancellation or Card details change and if Cardholder/ Cardmember has not opted-out of such service, Cardholder/ Cardmember is deemed to authorise the Company to (if the Company chooses to do so):
  - (a) provide his replacement Card details to such Card association to update the Recurring Card Instruction(s) or update the relevant Card association that his previous Card has been cancelled or the Account has been closed; and/or
  - (b) where the Card has been replaced, treat the Recurring Card Instruction(s) as applying to the replacement Card and/or its new expiry date (as the case may be). If the Company does this, the replacement Card Account will continue to be debited in accordance with that Recurring Card Instruction except that the replacement Card number and/or its new expiry date will be used (instead of the previous Card details).
- 16.7 Before each payment under a Recurring Card Instruction, the Cardholder/ Cardmember must ensure that he has available credit under his Card Account to enable that payment to be made within Customer Credit Limit.
- 16.8 If Card Account does not have sufficient Customer Credit Limit available to cover the payment of a Recurring Card Instruction, the Company may still, at its discretion and subject to the terms of this Agreement, honour the payment which may cause the Customer Credit Limit to be exceeded. However, this does not change the Customer Credit Limit and Cardholder/Cardmember should refer to the Fees Schedule to learn about any fee which may apply.

**2. What are the changes to the CITI HKTVMALL CARD AGREEMENT TERMS AND CONDITIONS?**

The following new Clause 18 shall be inserted after Clause 17:

**18. RECURRING CARD INSTRUCTIONS**

- 18.1 The Cardholder/ Cardmember can authorise another party to debit his Card Account on a recurring basis using his Card number and/or expiry date. This is called a Recurring Card Instruction ("Recurring Card Instruction").
- 18.2 In order to set up a Recurring Card Instruction, a Merchant will ask the Cardholder/ Cardmember to complete an instruction form. Details of when amounts under a Recurring Card Instruction are charged to the Card and the amounts to be charged should be set out in the instruction form.
- 18.3 If the Cardholder/ Cardmember has provided Recurring Card Instructions to a Merchant, the Cardholder/ Cardmember will need to contact the Merchant directly to request a cancellation. The Company suggests that the Cardholder/ Cardmember does this at least 15 days prior to the next scheduled payment. Until the Cardholder/ Cardmember cancels his authority, the Merchant has the right to request the Company to debit the Card Account and the Company is obliged to process this request.
- 18.4 Subject to Clause 18.6 below, after Card cancellation or replacement, the Cardholder/ Cardmember is responsible for reinstating all relevant Recurring Card Instruction(s).
- 18.5 Cardholder/Cardmember may retain a copy of the request to change or cancel any Recurring Card Instruction(s) with a Merchant. The Cardholder/ Cardmember may use this as proof if a Merchant has not acted in accordance with his request.
- 18.6 If Card number and/or Card expiry date is changed, for example as a result of previous Card being lost or stolen or Card otherwise being replaced, or Card is cancelled or Account is closed, the Cardholder/ Cardmember has the responsibility to contact the Merchant to cancel or change the details of his Recurring Card Instructions. Without prejudice to Cardholder/ Cardmember's aforesaid responsibility, if the relevant Card association provides the service of updating certain designated Merchants of such Card cancellation or Card details change and if Cardholder/ Cardmember has not opted-out of such service, Cardholder/ Cardmember is deemed to authorise the Company to (if the Company chooses to do so):
  - (a) provide his replacement Card details to such Card association to update the Recurring Card Instruction(s) or update the relevant Card association that his previous Card has been cancelled or the Account has been closed; and/or
  - (b) where the Card has been replaced, treat the Recurring Card Instruction(s) as applying to the replacement Card and/or its new expiry date (as the case may be). If the Company does this, the replacement Card Account will continue to be debited in accordance with that Recurring Card Instruction except that the replacement Card number and/or its new expiry date will be used (instead of the previous Card details).
- 18.7 Before each payment under a Recurring Card Instruction, the Cardholder/ Cardmember must ensure that he has available credit under his Card Account to enable that payment to be made within Customer Credit Limit.
- 18.8 If Card Account does not have sufficient Customer Credit Limit available to cover the payment of a Recurring Card Instruction, the Company may still, at its discretion and subject to the terms of this Agreement, honour the payment which may cause the Customer Credit Limit to be exceeded. However, this does not change the Customer Credit Limit and Cardholder/Cardmember should refer to the Fees Schedule to learn about any fee which may apply.