

《花旗银行（中国）有限公司信用卡（个人卡）领用合约》修改的通知

尊敬的花旗信用卡持卡人：

Dear Customer:

感谢您长久以来对花旗银行(中国)有限公司的支持与厚爱！在花旗银行（中国）有限公司，我们始终致力于为客户提供优质的客户服务。

Thank you for your continuous support to Citibank (China) Co., Ltd. ("Citibank China"). At Citibank China, we are committed to providing our clients with excellent customer service.

鉴于有关法律法规和监管要求的更新，同时考虑到本行实际操作的变化，本行决定对《花旗银行（中国）有限公司信用卡（个人卡）领用合约》（“领用合约”）的有关条款进行修改。

Due to the update of the applicable laws and regulations and regulatory requirements, and considering the change in our practice, we decide to amend relevant terms and conditions in the Personal Credit Card Agreement of Citibank (China) Co., Ltd. (the "Card Agreement").

我们特此就《领用合约》修改的具体条款给予您通知（具体请见附件）。根据领用合约的规定，如您不接受该等变更，您可在本通知之日起的 **45** 日内终止您的信用卡账户。如果您在本通知之日起的 **45** 日后仍保留或使用信用卡或通过任何方式操作信用卡账户，您将被视为已经接受了该等变更。

We hereby notify you for those amended clauses (Please see the attachment). **According to the Card Agreement, if you refuse to accept such modification or amendment, you can terminate your credit card account within 45 days from the date of this Notice. You shall be deemed to have accepted such modification if you keep on holding or using your**

credit card, or operate your credit card account by any means upon 45 days after the date of this Notice.

若您对领用合约的修改有任何疑问，请致电花旗信用卡 24 小时客户服务热线 400-821-1880.

Should you have any queries regarding the revision to the “Articles”, please call Citibank credit card 24-hour hotline 400-821-1880.

花旗银行（中国）有限公司

Citibank (China) Co., Ltd.

2014 年 4 月

Apr. 2014

花旗银行（中国）有限公司信用卡（个人卡）领用合约

在您使用花旗银行（中国）有限公司（下称“本行”）向社会公开发行的信用卡之前，请详尽阅读本合约及花旗银行（中国）有限公司信用卡（个人卡）章程（“章程”）。当您在信用卡申请表上签名或在信用卡上签名或使用信用卡时，表明您已接受本合约及章程的条款和条件并将受其约束。

一.定义

- 1. 信用额度：**指您的透支最高限额。并且，信用额度是您名下在本行的所有信用卡片（含主卡和附属卡）及所有信用卡账户（含人民币账户和外币账户）的最高限额。预借现金额度占用信用额度。
- 2. 未还债务：**指您信用卡项下的未偿还债务总和，包括但不限于所有信用卡交易的金额、利息、收费、费用、成本和开支（包括法律费用），不论是实际的还是或有的，已经记账的或尚未记账的。
- 3. 本期应还款额：**指截至您的账单日（含）已经发生的，您应于到期还款日偿还本行的债务总和，包括但不限于所有信用卡交易金额、利息、收费、费用、成本和开支（包括法律费用）。

二.信用卡的申请、领卡及激活

- 1. 您申领信用卡时，应按本行规定，正确、完整、真实地填写申请表并提交相关证明和资料。如您的申请未获得本行批准，本行将不退还您提交的申请材料。您同意并授权本行为审核您信用卡申请或对已批准的信用额度进行贷款风险管理的目的，直至卡片注销或账户终止为止，可以向中国人民银行金融信用信息基础数据库查询、获取、使用、保留其个人信用报告的全部信息，并同意银行向中国人民银行金融信用信息基础数据库报送任何与其个人基本信息、及本信用卡相关的信息；同时，您同意并授权我行通过任何其他合法渠道了解或核实您的身份、财务状况、消费等信息或资料，我行可为了信用卡交易或服务相关目的、或依据适用的法律法规的许可或要求而保留并使用该等信息。本行将依法对上述信息予以保密，但可根据本合约第九条进行合法信息披露。**
- 2. 申请主卡需主卡申请人亲自在申请表上签名。附属卡的申请应由主卡和附属卡申请人同时在申请表上签字或通过我行指定电子渠道予以确认。并且，主/附卡申请人的该等签名或确认即表示其本人确认知悉本行的有关规定，对所提供资料的真实性负责，履行申请表中各项规定并遵守本《章程》与本合约及其后之修订版本。**
- 3. 您可选择通过邮寄或网点领取的方式取得信用卡。若您选择通过邮寄方式的，当您的申请获得本行批准，本行将通过挂号邮件或快递向您寄送信用卡，但您需承担寄送风险。当您收到本行信用卡时，您应立即在信用卡背面的签名栏内签上您本人的签名，并在使用信用卡交易时使用相同的签名，否则，您需自行承担损失。**
- 4. 您须在收到信用卡后通过客户服务热线激活卡片。对未经激活的信用卡，本行将不扣收该信用卡项下的任何费用。**

5. 本行可决定是否向由主卡持卡人指定的附属卡申请人发行附属卡。一旦发行附属卡，则附属卡的所有账务均被计入主卡。主卡持卡人对其信用卡项下（包括主卡及所有附属卡）发生的全部未还债务承担责任。附属卡持卡人对所有因主卡和其所持附属卡发生的未还债务承担连带责任。并且，附属卡持卡人同意受主卡持卡人就其附属卡所做出的所有指示和要求的约束，且所有发送给主卡持卡人的通知均视同已同时通知附属卡持卡人，主卡持卡人有义务将本行通知告知附属卡持卡人。

三. 信用卡的使用

1. 本行有权决定是否发卡、是否授予信用额度及信用额度的范围。并且，本行有权根据第六.1 款调整您的信用额度。您需保证您的未还债务在您的信用额度之内，且您的预借现金不得超过预借现金额度。您可通过本行客户服务热线申请开通超限用卡服务，但本行有权决定是否允许您开通此项服务及是否批准您的某项超限交易。**如您一旦发生超限交易，本行将有权向您收取超限费，且一旦本行要求，您需按本行规定偿还超限部分资金。**您在一个账单周期内仅允许超限一次。如您在两个连续的账单周期内均发生超限交易，则本行将取消您的超限用卡服务，直至您还清超限部分且离上次超限时间一个月以上才能再次向本行提出开通的申请。

2. 您可直接通过客户服务热线设置电话银行密码及交易/取现密码。**请妥善保管您的密码，任何通过密码完成的指令均视为您本人作出，您应自行承担有关后果及损失。并且，您应妥善保管信用卡及有关交易凭证等，不得将信用卡以任何方式交与他人使用。**

3. 如果您的密码被泄露，或您的信用卡遗失、被盗或被他人所使用，您必须立即通过客户服务热线向本行挂失。挂失一经本行确认即时生效。**您应对挂失生效前发生的所有信用卡交易负责，不论该项交易您是否知悉或是否经过您的授权。如您与他人合谋或有其它不诚实行为，或者不配合本行进行有关调查的，则您须自行承担在挂失生效后发生的所有债务。**

4. 您了解，根据具体交易性质，信用卡交易可能无需或无法通过密码或签名完成，或可能没有交易单据。该等交易包括但不限于通过电话、传真、邮寄或电子终端或媒介直接授权从信用卡账户转账付款或使用 ATM 或任何其他本行随时认可的设备进行的交易。**您不得以未凭密交易、单据上无签名或无交易单据等为由否认交易或拒绝还款。**

5. 本行仅就已经激活的信用卡向您提供到期换卡服务，您同意，如您在原卡到期的至少一个月之前没有通知本行到期不续卡，则视为您同意到期换卡。若您同意到期换卡且符合本行到期换卡条件，则本行将免费向您换发新卡。在您的卡片到期之前，您也可因挂失、卡片损坏、被冒用或任何其他原因而要求换卡。若您因该等原因要求换卡的，本行有权根据适用的法律法规的规定或其它正当理由决定是否向您换发新卡，换发新卡将收取补换卡费。

6. 无论是因何种原因换卡，本行将把您原卡账户中的未还债务划转至新的信用卡账户，有关寄送风险也需由您承担。**您在收到新卡后应立即将原卡销毁，并按本合约第二.3 款及第二.4 款在新卡上签名并激活新卡，否则您需承担由此产生的一切损失。本合约应继续适用于您新的信用卡账户。无论您是否激活新卡，您均有义务偿还原卡项下的债务。**

7. 若您因使用信用卡而使用本行提供的其他服务，您需认真阅读并充分了解该等其他服务的有关条款和条件，并同意受其约束。本款所指的其他服务包括但不限于本行提供的积分及优惠，或操作本行的任何自助设备，或开通本行的其他业务，包括但不限于自动还款、分期还款、网上银行、电子支付（例如网上支付、电话支付、移动支付、销售点终端交易、自动柜员机交易和其他电子支付）等业务。您可以通过本行网站等渠道查询服务的有关条款和条件。

8. 若您因使用信用卡而使用任何第三方的服务，您需认真阅读并充分了解该等第三方服务的有关条款和条件（包括但不限于“银联在线支付”用户服务协议相关内容，详见银联在线支付官方网站），并同意受其约束。同时，您已同意本行为您默认开通电子渠道在线支付业务（包括但不限于“银联在线支付”）并将任何与您或信用卡有关之信息披露予该等第三方。除非我们明确告知，否则我们与任何第三方不存在代理关系。对于非我行代理的第三方，您需自行承担该等第三方的行为或服务的有关风险，我们对其提供的服务不提供任何保证或承担任何责任，也不因其机器设备或通讯网络的故障或任何我们无法控制的原因承担责任。**若发生任何与该等第三方的争议，您应自行与其协商解决，您不得以任何争议为由拒绝支付所欠本行的款项，也不得以退还使用信用卡交易取得的货物等方式要求本行退款。**本款所指的非代理关系的第三方的服务包括但不限于您因使用信用卡而接受商家、特约商户、收单银行及其他受理单位向您提供的服务，操作任何第三方的自助设备，使用第三方提供的增值服务（包括但不限于短信和移动支付等功能），选择第三方支付平台（包括但不限于支付宝、拉卡拉等）进行支付或还款等。

9. 您了解，您的信用卡交易将通过中国银联、Visa、MasterCard 等国际卡组织及有关清算组织的清算网络进行，且有关争议差错的处理也将通过该等卡组织及有关清算组织的平台完成。因此，您使用信用卡及本行向您提供信用卡服务时均将受到该等卡组织和清算组织的有关规则的约束。并且，本行与该等卡组织和清算组织不存在任何代理关系，对其的决定和行为不承担任何形式的责任。

10. 您了解，信用卡并非储蓄卡，您的任何一个信用卡账户（无论是美金或人民币账户）溢缴款余额应不得超过 3 万美元或等值人民币。否则，本行有权要求您通过消费、现金领取、转账等方式以使您每个信用卡账户（无论是美金或人民币账户）的溢缴款余额均低于或等于 3 万美元或等值人民币。若您的任何一个信用卡账户（无论是美金或人民币账户）溢缴款余额连续 60 天或在每个日历年的 12 月 31 日(以较早者为准)超过 3 万美元或等值人民币的，本行有权根据适用的法律法规进行税收申报或自行将超出部分从您有关信用卡账户转入本行指定账户。

四. 账户对账单

1. 本行将按月提供对账服务。您可决定以纸质或电子的方式获得对账单，但在下列情况下，本行可不向您提供对账单：（1）您当月无交易，并且您的账户透支余额或账户溢缴款余额等于或低于人民币 10 元（或 2 美元）或（2）您的信用卡账户已被终止。

2. 您有义务主动对账。本行向您寄发对账单的地址以您提供的为准。如您未收到对账单应在到期还款日前主动查询。您不得以未收到对账单为由，拒绝按时偿还该对账单项下的债务。

3. 如您对对账单有任何异议，您应在交易发生的当期账单的到期还款日前向本行提出并说明理由、提供证明文件。如您未能在到期还款日前向本行提出异议，则视同您认可一切交易。但在任何情况下，您均

不得以存在异议为由，拒绝按时偿还该对账单项下的债务。尽管如此，本行仍有权自行纠正对账单中的任何错误。如因纠正错误导致您未还债务的增加或减少，就增加的部分您仍需负有还款义务，就减少的部分将贷记至您的信用卡账户，用于充还您的未还债务。

4. 若您选择电子对账单，则表示您同意遵守本行关于网上银行的有关规定。并且您同意，若本行成功将有关电邮发送至您指定的电邮地址，应视为将对账单已送达您本人。若本行无法或可能无法将有关电邮发送至您指定的电邮地址（包括在合理重试后仍无法或可能无法将电邮发送至您指定电邮地址），本行可全权决定将任何对账单以纸质方式寄往您最新登记的邮寄地址。

五. 利息、费用和还款

1. 您使用信用卡发生的非预借现金交易，可选择享受以下待遇之一（不得同时享受两种待遇）：

1.1 免息还款期待遇。如您在到期还款日前偿还了当期对账单项下的全部本期应还款额即可享受免息还款待遇。否则，本行将就您信用卡项下的所有不符合免息还款条件的非预借现金交易欠款（包括当期对账单项下的交易欠款及账单日之后的所有新签交易欠款）自有关交易的记账日起按本合约第五.3 款规定的利率和计息方式计收透支利息，直至您偿还未还债务之日止。

1.2 最低还款额待遇。每期最低还款额为当期对账单上显示的最低还款额。最低还款额就美元和/或人民币分别进行计算。最低还款额包括上一期最低还款额未还部分、累计的未还非预借现金交易本金的一定比例、预借现金交易本金、超限部分金额、相关利息费用以及分期付款每月应摊还额的总和。若您选择按最低还款额还款的，不再享受免息还款期待遇，需按照本合约上述第五.1.1 款支付透支利息。若您未能在到期还款日之前全额偿还最低还款额，将构成逾期。逾期将影响您的信用记录且本行将向您收取滞纳金。

2. 您使用信用卡发生的预借现金交易，预借现金部分不能享受免息还款待遇，本行将就预借现金部分自记账日起按本合约第五.3 款规定的利率和计息方式计收透支利息。

3. 信用卡透支利息为日利率万分之五（0.05%）或中国人民银行规定或允许的其他利率，并按月计收复利。

4. 除透支利息外，本行还将根据您的用卡情况，向您收取各项费用。具体收费标准见本行不时公布的费率表。若本行对费率表作出任何变更，本行将依据适用的法律法规要求及时公告更新后的费率表，该等变更亦将在正式对外公布后生效。

5. 您使用信用卡发生的交易，均需以账户结算货币支付，如交易的货币为非账户结算货币，入账时交易货币与账户结算货币的清算汇率依照有关卡组织及清算组织的规定办理，且本行将收取外汇交易费。对于您的外币欠款，你需用外币还款。

6. 当收到任何与信用卡交易有关的退款或存款，本行将按照相应币种将该等退款或存款贷记至您的信用卡账户。若退款的货币为非账户结算货币，入账时退款的货币与账户结算货币的清算汇率依照有关卡组织及清算组织的规定办理。

7. 无论您通过何种渠道还款或因何种原因收到退款或存款，本行仅在如实收到最终清算资金后，并不作任何抵销、追讨、附带条件、限制或扣除的条件下，才被视为收到您的付款。您需考虑资金在途时间，您的还款、退款或存款的入账日以款项到达本行账户的日期为准。当收到您的资金时，本行按以下顺序进行冲还：如您未出现逾期或逾期在 1-90 日（含）的，按照先各项费用、后利息、最后本金的顺序冲还；如您逾期在 91 日（含）以上的，按照先本金、后利息，最后各项费用的顺序冲还。逾期的期限自账单日（含）开始起算，直至您将当期对账单项下的最低还款额清偿之日为止。

六. 本行的权利

在不限制本行在有关适用的法律法规、章程及本合约项下的其他权利外，本行还享有以下权利：

1. 根据您的资信状况、信用卡使用情况、本行风险控制需要、市场整体状况、适用的法律法规及其他本行认为正当的理由，本行有权自行决定采取包括但不限于暂停您使用卡片或与卡片有关的特定服务、上调或下调您的信用额度及/或预借现金额度、设置或调整交易限制、不换发新卡、要求您立即偿还任何未还债务，落实第二还款来源，或终止信用卡账户等措施。在不限制上述规定的情况下，如您的信用卡在获批后的十二个月内未能激活的，或者如您的信用卡账户在您最近一次信用卡交易之后超过连续二十四个月均未有任账户活动的，本行保留终止您信用卡账户的权利。

2. 若本行上调您的信用额度及/或预借现金额度，而您不能接受该等调整，您应在收到本行通知后的 10 日内要求本行恢复您的信用额度及/或预借现金额度，否则视为您接受。无论您是否接受，您需对信用卡账户中已发生的未还债务承担责任。

七. 信用卡账户的终止

1. 如您因任何原因申请注销卡片或终止您的信用卡账户，您须通过客户服务热线向本行提出申请。卡片的注销或账户的终止于本行确认后方才生效。主卡的注销需由主卡持卡人提出申请，附属卡的注销可由主卡或附属卡持卡人提出申请。本行也可依据第六.1 款终止您的信用卡账户。

2. 无论是经您自行申请或是根据本行的决定，一旦发生您的卡片被注销或信用卡账户被终止的情况，本行将停止与您的信用卡或信用卡账户有关的一切服务，并要求您立即清偿全部未还债务，已经收取的年费不予退还。

八. 欠款催收及抵销

1. 本行有权通过电话、信函、手机短信、电子邮件、面访或司法渠道等方式自行或委托第三方向您直接催缴欠款，向您提供给本行的联系人、近亲属及工作单位等要求代为转告催缴欠款事宜。在此情况下，本行有权将必要的您的信息提供给有关人士。本行在实现债权过程中发生的所有费用均由您承担，包括但不限于诉讼费、委托费、律师费等。

2. 您同意除了本行在适用的法律法规上拥有的权利外，本行可在任何时候，无须事先通知您，将您开立于本行（包括下属分支行）的任何或所有账户（不管在何处及为何目的开立，也不论到期与否）与您欠本行的未还债务合并，并将您任何账户内的款项划付给本行，用以清偿或抵销您欠本行的未还债务，无论前述债务是主债务还是从债务，个别的还是连带的，账户币种与您信用卡欠款的结算货币是否一致。为此目的，您在此不可撤销地授权本行将您的任何账户内的余额按本行自行确定的汇率兑换成您信用卡欠款的结算币种以清偿或抵销您欠本行的未还债务。

九.信息授权披露

1. 直至卡片注销或账户终止为止，您授权本行为信用卡申请及贷后风险管理之目的向其任何分支机构、子公司、母公司、关联机构、代表处、代理人及与其签约提供服务的担保公司、催收公司、律师事务所和外审机构披露个人信用信息。持卡人知悉并了解持卡人有权随时向本行询问该等服务提供方名称且本行应保存该等服务提供方名单以供持卡人查询。

2. 除本行依据适用的法律法规、有权机关或法律程序的要求所进行的披露之外，您授权本行可为向您提供产品或服务之目的（包括但不限于为交易、数据处理、统计、税务、风险分析、信用监控、风险管理之目的）或根据上述第八.1 款进行催收的目的，在任何本行认为需要的时候（无论是在您的信用卡账户终止之前或之后），将任何与您或信用卡有关之信息披露予其他方，包括但不限于以下各方及其选择的任何第三方：

2.1 本行的任何分支行、关联机构或其他花旗集团机构（包括上述机构受让人或继承人）；

2.2 本行的业务合作伙伴或与您申请、使用信用卡有关的第三方服务机构或人员（包括但不限于交易对方、商户、非金融机构支付平台、外包服务供应商、催收单位或人员等）；

2.3 任何合法设立的信用咨询服务机构（包括中国人民银行个人信用信息基础数据库）。

本行将提示上述各方仅为本九.2 条之目的使用任何与您或信用卡有关之信息，并确保其选择的任何第三方仅为本九.2 条之目的使用任何与您或信用卡有关之信息，但如因上述各方或其选择的任何第三方超越本九.2 条之目的使用任何与您或信用卡有关之信息，导致您产生任何损失，本行不承担任何责任。

3. 您根据本合约第二.1 款、第九.1 款和第九.2 款所做的授权视同您同意本行通过合法渠道获取并披露您的个人金融信息。您认可该等授权行为并知晓授权行为可能产生的后果。

十.通知和文件送达

1. 本行可经自行决定通过营业网点公示、人工送达、对账单夹寄、信函、传真、电子邮件、电话、短信和/或网站公告等方式中的一种或几种向您发送通知或文件。除营业网点公示和网站公告通知外，本行将按照您向本行提供的最后地址、电话、电子邮箱或传真号码向您发送通知。

2. 如通知以人工送达，则所有通知将在送达之日视为被您收到；如通知以邮寄送达，则所有通知将在寄出之日后紧接的五日后视为被您收到；如通知以传真、电子邮件、电话、短信等电子方式发送，则所有

通知将在发送之日视为被您收到；如通知以营业网点公示或网站公告等公告方式送达，则在公告作出后的五日后视为被您收到。

3. 您同意向本行提供本行不时要求的信息。如您向本行提供的信息发生或可能发生任何变更，您需立即通知本行，并按本行要求及时提供有关文件。您发出的所有通知、要求和指示均须按照本行提供的渠道并遵循届时有效的本行规定的程序。在任何情况下，因任何模棱两可、无法辨识或不清晰的指示造成的本行误解所导致的您的损失，或因任何您提供给本行的信息不真实、不完整或未及时向本行更新信息所导致的您的损失，您需自行承担，本行不承担任何责任。

十一. 赔偿

1. 您应当赔偿本行因本合约或您信用卡项下的交易而产生的所有损失、金额、责任、费用 (包括本行针对您采取的任何强制执行或索偿行动而发生的本行的律师费及所有其他法律费用)、收费和支出，但因本行的疏忽、故意或违反本合约或《章程》的不当行为导致的除外。

十二. 其他

1. 本领用合约中提及的“适用的法律法规”指任何适用的本国或外国的法律、法规或与有权机关订立的或有权机关之间订立的任何协议。本领用合约中提及的“有权机关”指任何司法区域内（本国或外国）有权的监管、税务或其他政府机关。

2. 由于不可抗力或供电、通讯等客观原因导致信用卡暂时无法使用的，本行将视具体情况提供必要的帮助，但不承担相关责任。并且，不论因何原因，如果信用卡不被任何商家、金融机构或任何其他人所接受或承认，本行对此不承担责任。

3. 本行可在任何时候变更或修改本合约的条款和条件，本行将根据本合约第十条采取本行认为合适的方式给予您通知。如您不接受该等变更，您可在本行发出该等变更通知之时起的 45 日内根据第七条终止您的信用卡账户。如果您在本行向您发出该等变更通知后的 45 日后，仍保留或使用信用卡或通过任何方式操作信用卡账户，您将被视为已经无条件地接受了该等变更。

4. 本合约项下规定的权利和补偿是累积性的，并且并不排除任何其他权利或补偿。本行未行使或延迟行使本合约项下的任何权利或请求，不应被视为是对该等权利或请求的放弃。

5. 本行有关您及您的信用卡的所有事项的记录是该等事项的终局性证据，且对您具有约束力，除非有合理证据表明存在错误。并且，本行有权任何时候依法决定销毁该等有关记录。

6. 本合约项下的每一条款和条件是分割的，如在任何时候本合约项下的任何一项或多项条款和条件或其任何部分已经或将成为无效，非法或不可执行，其余的条款将不会因此受到影响。

7. 您同意本行对您的电话进行记录（不论通过客户热线或其他方式），并且您同意将该等电话记录用于与您信用卡交易或服务相关目的、或适用的法律法规许可或要求的其它目的，包括将其在针对您或任何其他人的任何诉讼中用作证据。

8. 您不得转让、转移、更新或处分您在本合约、申请表及章程等文件项下的任何权利和/或义务或与该等权利义务有关的任何利益。本行可在任何时候通过向您发出通知的方式，将本行在本合约、申请表及章程等文件项下的权利和/或义务转让给任何其他实体/人士（在适用的法律法规允许的前提下，包括本国或外国的实体/人士），且该等转让无需另行取得您的同意或批准。尽管有该等转让，本合约、申请表及章程等文件将对您继续有效，您同意受并继续受本合约、申请表及章程等文件的约束。

9. 本合约受中华人民共和国法律管辖，并且您兹不可撤销地同意接受本行总行及其各分支机构所在地的有管辖权的法院管辖。并且，本行总行及/或有关分支机构均有权作为诉讼主体起诉或应诉。

10. 您知悉并了解我行超出本合约和《章程》项下授权范围查询个人信用报告的一切后果及法律责任由本行承担。

11. 您确认已全部阅读并理解、接受本合约、章程、费率表及在本行网站上公布的与信用卡有关的文件的所有内容，包括已注意其中免除或限制本行责任的条款，未明了之处也已向本行要求解释并已得到满意答复。

Personal Credit Card Agreement of Citibank (China) Co., Ltd.

Please read the Personal Credit Card Agreement of Citibank (China) Co., Ltd. (“Agreement”) and the Articles of the Credit Card (Personal Card) of Citibank (China) Co., Ltd. (“Articles”) carefully before using the credit card publicly issued by us, Citibank (China) Co., Ltd. (“Citibank China”). You will be deemed to have agreed on the terms and conditions of this Agreement and Articles by signing the relevant application form, signing on or using your credit card.

Article 1 Definitions

- 1. Credit Line:** The maximum line of credit for overdraft. This includes the maximum amount available under all your credit cards (including Main Card and Supplementary Card) and credit card accounts (including RMB account and foreign currency account). Cash advance limit is included in the Credit Line.
- 2. Outstanding Debt:** The total amount of outstanding debt under your credit card, including but not limited to transaction amounts, interests, charges, expenses, costs and fees (including legal fees) under all your credit cards, whether actual or contingent, or whether being on or off the book.
- 3. Current Balance:** The total amount of debt as of the statement date (inclusive) which you should repay to Citibank China on the maturity day, including but not limited to transaction amounts, interests, charges, expenses, costs and fees (including legal fees) under all your credit cards.

Article 2 Application, Obtaining and Activation of Credit Cards

- 1. When applying for the credit card, you should correctly, completely and honestly fill in the application form and submit the related certification and materials according to the requirements of Citibank China. The application materials which you have submitted will not be returned to you if your application is rejected by Citibank China. You agree and authorize Citibank China to, for the purpose of examining your credit card applications or conducting loan risk management on the approved Credit Line, inquire about, obtain, use or reserve all information contained in your personal credit reports from the basic database of financial and credit information of the People’s Bank of China until the cancellation of the credit cards or the termination of the accounts, and agree that Citibank China may submit to the basic database of financial and credit information of the People’s Bank of China (“PBOC”) any information relating to your basic personal information and this credit card. In addition, you agree and authorize Citibank China by any lawful means to have access to or verify your information or materials such as your identity, financial situation, or consumption, and we may keep and use the above-mentioned information or materials for the purposes relating to credit card transactions, services or in accordance with the requirements of or as permitted by Applicable Laws and Regulations. Citibank China will keep the above-mentioned information confidential according to the laws, whereas legitimate information disclosure can be made by Citibank China according to Article 9 of this Agreement.**
- 2. The Main Card applicant is required to affix his/her own signature on the application form in person. When**

applying for a Supplementary Card, both the Main Card applicant and Supplementary Card applicant are required to sign on the application form or confirm the application via electronic means designated by Citibank China. Such signature or confirmation by the Main/Supplementary Card applicant shall represent that the applicants respectively acknowledge that he or she (i) is aware of the applicable rules of Citibank China, (ii) assumes the responsibility for the authenticity of the materials provided by him or her, and (iii) will comply with the various provisions stipulated in the application form and abide by the Articles and the Agreement or any subsequent amendments thereto.

3. You can choose to obtain the credit card by post or to collect your card personally at any Citibank service outlets. If you opt to receive it by post, the credit card will be sent to you by registered post or EMS after the application is approved by Citibank China, but you shall bear the risk with post. **You should sign on the signature strip which is on the back of the credit card and use the same signature for any transactions made with your credit card, otherwise any and all losses incurred shall be borne by yourself.**
4. You shall activate the credit card via Customer Service Hotline after receiving the credit card. No charges or fees will be incurred for the credit card that is not activated.
5. Citibank China has the full discretion on whether to issue a Supplementary Card to the applicant designated by the Main Card holder. Once the Supplementary Card is issued, all the account transactions shall be charged to the Main Card. **The Main Card holder shall be liable to Citibank China for all the Outstanding Debts under the credit cards (including both the Main and Supplementary Cards). The Supplementary Card holder shall assume joint and several liability for all the Outstanding Debts under the Main Cards and Supplementary Cards held by himself/herself.** In addition, the Supplementary Card holder agrees to be subject to all the instructions and requirements made by the Main Card holder regarding the Supplementary Card, and any notices received by the Main Card holder are deemed to have also been received by the Supplementary Card holder. The Main Card holder is obliged to inform the Supplementary Card holder of the notices sent by Citibank China.

Article 3 Use of Credit Cards

1. Citibank China has the full discretion to decide whether to issue a credit card, grant the Credit Line and the size of the Credit Line. In addition, Citibank China shall have the right to adjust your Credit Line according to Article 6 (1). You must not use your Card in a way that will cause your Outstanding Debts to exceed your Credit Line and your overdraft cash advance must not exceed cash advance limit. You may apply for the over-limit service via Customer Service Hotline, but Citibank China may use its discretion to approve or reject the service application and whether to approve any over-limit transactions. **Citibank China has the right to charge you a fee for the over-limit transaction(s), and you should repay the excess amount according to the requirement of Citibank China upon request.** Only one over-limit transaction is allowed within one billing term. In the circumstances that you make over-limit transactions within two consecutive billing terms, your over-limit service will be cancelled by Citibank China. Any new over-limit transactions can only be applied after you have paid off all previous excess amounts and it has been more than one month since the last over-limit transaction(s).
2. You may set a password for telephone banking and transaction/cash withdrawal via Customer Service Hotline. **You shall keep the password secure. Any instructions using password shall be deemed to be given by yourself and any consequences and losses caused by such instructions shall be borne by yourself.**

In addition, you should keep your credit card and relevant transaction certificates secure. Your credit card is non-transferable and shall not be given to any other person for use in any way.

3. In circumstances where your password is compromised, or your credit card is lost, stolen, or used by any other person, you must report the incident(s) to Citibank China via the Customer Service Hotline. Such report will take immediate effect upon confirmation by Citibank China. **You are responsible for all the transactions before the report is effective, regardless of whether you were made aware of or have authorized such transactions. In circumstances where you conspire with any third party, act dishonestly, or refuse to cooperate with the investigation, all the debts incurred after the effectiveness of the report of loss will be borne by yourself.**
4. You understand that depending on the nature of some specific transactions, it is possible that the credit card transactions may not need to or cannot be made via password or signature, and there may not be any transaction documents. Such transactions include but are not limited to direct authorization of transfer and payment from credit card account via telephone, fax, post or electronic terminals or media, transactions made via ATM or any other devices recognized by Citibank China from time to time. **You cannot deny transactions or refuse repayments for reasons of such transactions being made without password, no signature on the transaction documents or lack of transaction documents, etc.**
5. Citibank China will only provide card replacement service up expiry to credit cards which have been activated. You agree to notify Citibank China at least one month before the expiry date of the existing card of your decision not to renew your card, otherwise it will be considered that you agree to replace the card after expiration. A new credit card will be issued free of charge provided that you agree to replace the card upon expiration and meet the conditions set by Citibank China on replacement service of expired cards. You can request for a card replacement for loss, damages, card being fraudulently used or for any other reason before the expiration date of your card. Citibank China has the right to determine at its own discretion whether to issue a new credit card in accordance with Applicable Laws and Regulations or based on other justifiable reason and to collect a replacement fee from you.
6. Under the circumstances where you replace your credit card for any reason, the Outstanding Debt of your original card account will be transferred to your new credit card account, and the risk with post and delivery will be borne by you. **You must destroy the existing card when you receive the new card, sign on the signature strip of your new card and activate it according to Article 2 (3) and Article 2 (4) of this Agreement, otherwise all the losses incurred in connection therewith should be borne by you.** This Agreement will continue to apply to your new credit card account. **You shall be liable to repay the debt of your original card account, regardless of whether you have activated your new card.**
7. If you use other services provided by Citibank China in conjunction with the use of your credit card, you shall carefully read and fully understand the terms and conditions in relation to such services and agree to be bound by them. Other services as mentioned in this article include but not are limited to the rewards and benefits provided by Citibank China, operating any self-service equipments of Citibank China, or activating other services of Citibank China (including but not limited to automatic repayment, installment repayment, online banking and electronic payment (such as online payment, telephone payment, mobile payment, point-of-sale terminal transactions, ATM transactions and other electronic payment) etc.). You may make any inquires about the terms and conditions of such services through the website of Citibank China or other channels.

8. If you use any third-party services in conjunction with the use of your credit card, you shall read carefully and fully understand the terms and conditions in relation to such third-party services (including but not limited to the relevant contents of the user service agreement for the “UnionPay Online Payment”, as detailed in the official website of the UnionPay Online Payment) and agree to be bound by them. In addition, you agree to Citibank China’s default activation of the online payment services via electronic sources for you (including but not limited to the “UnionPay Online Payment”) and to Citibank China’s disclosure of information relating to you or the credit card to such third parties. We do not have agency relationship with any third party unless we have otherwise expressly informed you. You shall bear the risks relating to the conduct or services of the third party if such third-party is not an agent of Citibank China. We do not guarantee or assume any responsibility for the services provided by such third party, nor do we assume responsibility for mechanical equipment or communication network failure or any other reason beyond our control. **Any dispute between you and the third party shall be settled between you and the third party by negotiation. You cannot refuse to repay your debt resulting from any such dispute nor can you claim a refund from Citibank China by way of returning the goods obtained via credit card transactions.** The services provided by a third party which is not our agent as mentioned above include but are not limited to the services you receive from merchants, nominated merchants, acquiring banks and other entities due to the use of credit card, operating any self-service equipment of a third party, using value-added services of the third party (including but not limited to text messaging and mobile payment function), making payment or repayment via third-party payment platforms (including but not limited to Alipay, Lakala, etc.).
9. You understand that your credit card transaction will be processed via the settlement network of international card associations such as China UnionPay, Visa, MasterCard or other settlement organizations, and the related disputes will be settled via the platform of the relevant organizations. Therefore, you will be bound by the relevant rules of the above-mentioned organizations when using your credit card and we are bound by the same rules when we provide the credit card services to you. In addition, no agency relationship exists between Citibank China and the above-mentioned organizations so that Citibank China shall not assume any liabilities for the decisions or actions of any above-mentioned organizations.
10. You understand that credit card differs from debit card and the excessive payment balance under any of your credit card account(s) (either RMB or USD account) shall not exceed USD30,000 or equivalent RMB. Otherwise, Citibank China has the right to request you to reduce the excessive payment balance under any of your credit card account(s) (either RMB or USD account) to the level below or equal to USD30,000 or equivalent RMB through consumption, cash withdrawal or account transfer. If the excessive payment balance under any of your credit card account(s) (either RMB or USD account) exceeds USD30,000 or equivalent RMB for 60 consecutive days or by December 31 of each calendar year (whichever is earlier), Citibank China has the right to file report in accordance with the Applicable Laws and Regulations, or transfer the amount in excessive of USD30,000 or equivalent RMB out of your relevant credit card account to an account designated by Citibank China.

Article 4 Account Statements

1. Citibank China will provide monthly account statements service to you. You can choose to receive your account statements in paper or electronic form. Citibank China will not provide account statements to you if any of the following circumstances occurs: (i) no transaction occurred during the preceding month, and

your account overdraft balance or excessive payment balance is less than or equal to RMB10.00 (or USD 2.00), or (2) your credit card account has been terminated.

2. You shall be obliged to actively check the account statements. Citibank China will post the account statements to you according to the address provided by you. You are obliged to make inquiries before the due date for repayment if you do not receive the account statements. You shall not refuse to repay the debts under account statements on the basis that you have not received the account statements.
3. Under the circumstances where you do not agree with any contents of the account statements, you should notify us and provide explanation and supporting documents to Citibank China before the due date of repayment specified in the current account statements. You will be deemed to have confirmed all transactions if no claim is made before the due date for repayment by you. You shall not refuse to repay the debt under such account statements on the basis that you do not agree with the account statements. Nonetheless, Citibank China has the right to correct any mistake in the account statements. Under the circumstances where there is an increase or decrease in the amount of your Outstanding Debt due to the correction, you are liable to repay the increased part of the amount, and the decreased part of the amount will be credited to your credit card account to repay your Outstanding Debt.
4. By selecting electronic account statements, you will be regarded as agreeing to be bound by the relevant rules applicable to online banking of Citibank China. You agree that you will be deemed to have received the account statements if the relevant email is successfully sent to your designated email address by Citibank China. Where Citibank China cannot or there is possibility that Citibank China is not able to send the relevant email to your designated email address (including failure or possible failure to send the relevant email to your designated email address after reasonably resending), Citibank China may, at its sole discretion, choose to send any account statements to your latest registered mailing address in paper form.

Article 5 Interests, Fees and Repayment

1. You may select one of the following treatments (but not both treatments at the same time) when there is non-cash advance transaction occurred on your credit card account:
 - 1.1 **Interest-free repayment period: You will enjoy an interest-free repayment period where you repay all your current debts balance on the current account statements before the due date for repayment. Otherwise, Citibank China will charge you an overdraft interest on all non-cash advance amount not entitled to interest-free repayment period (including all transaction amount under your current account statement and all new transaction amount after your current statement date) from the date on which the relevant transaction is accounted until the date on which Outstanding Debt is repaid in accordance with the interest rate and method of calculating the interest as stated in Article 5 (3) of this Agreement.**
 - 1.2 **Minimum Repayment: The minimum repayment of each term should be the minimum repayment amount specified on the current statements. The minimum repayment amount should be calculated in the currency of USD and/or RMB separately. The minimum repayment amount includes the unpaid minimum repayment amount of the preceding term, certain proportion of the accumulated unpaid principal amount of non-cash advance transaction, principal amount of cash advance transaction, over-limit amount, relevant interest expense and total amount of the monthly installment payment. You will not be able to enjoy the interest-free repayment period if you choose the minimum payment treatment, and shall pay the overdraft interest according to Article 5.1.(1) of**

this Agreement. Failure to repay the minimum repayment amount in full before the due date will amount to a late payment, and this will have a negative impact on your credit record and Citibank China will charge you a late payment fee.

- 2. You will not be able to enjoy interest-free repayment period for the cash advance amount via using your credit card, Citibank China will charge an overdraft interest, according to the interest rate and method of calculation stated in Article 5.3, on the cash advance amount from the date when the consumed amount is accounted for.**
- 3. Overdraft is subject to an interest charge accrued daily at 0.05% per day or other interest rates as stipulated or permitted by PBOC and compounded on a monthly basis.**
- 4. Citibank China will charge you other relevant fees on the basis of the use of your credit card apart from the overdraft interest. **The specific charging standard shall be set out in the Fee Chart published by Citibank China from time to time. Under the circumstances there is any change to the Fee Chart, Citibank China will publish the updated Fee Chart in a timely manner in accordance with the requirements of Applicable Laws and Regulations, and such change will also come into effect after it is published to the public.****
5. The transactions on your credit card account are required to be paid by the account settlement currency. If the currency in transactions is not the account settlement currency, the exchange rate between the currency in transactions and the account settlement currency when recording in the account books shall be calculated in accordance with the applicable rules of relevant card organizations and other settlement organizations. Citibank China will charge foreign exchange transaction fees. For any of your foreign currency debts, the repayment shall be made in foreign currency.
6. When receiving any refund or deposit relating to the credit card transactions, Citibank China will credit such refund or deposit into your credit card account according to the relevant currency. If the refunded currency is not the account settlement currency, the exchange rate between the refunded currency and the account settlement currency when recording in the account books shall be calculated in accordance with the applicable rules of relevant card organizations and other settlement organizations.
7. No matter what kind of repayment channels used or for what reason the refund or deposit is received, Citibank China will be deemed to have received your payment only when Citibank China actually received the final settlement funds without set-off, claims, supplementary conditions, restrictions or deductions. The transition time of the funds shall be taken into consideration, so the account record date of your repayment, refund or deposit will be the date when the funds are transferred into the account at Citibank China. Citibank China will release the funds in the following order when receiving your funds: (1) if there is no late payment, or the late payment period is within 1-90 days (inclusive), the funds will be released in the order of repaying the relevant fees, interests and principal; (2) if the late payment period is longer than 91 days (inclusive), the repayment order will be principal, interest and the relevant fees. The late payment period shall be calculated from the statement date (inclusive) to the date you repay the minimum repayment amount in full of the current account statement.

Article 6 Rights of Citibank China

Without prejudice to the rights Citibank China has in accordance with Applicable Laws and Regulations, articles of association and this Agreement, Citibank China also has the following rights:

1. Without your prior consent or providing explanation to you, based on your credit status, credit card payment and transaction history, risk control requirement, overall market condition, Applicable Laws and Regulations and other reasons which are regarded as reasonable by Citibank China, Citibank China has the right to, at its sole discretion, take measures including but not limited to temporarily suspending your credit card or the specific services to your card, increasing or decreasing your Credit Line and/or cash advance limit, setting or adjusting transaction restrictions, refusing to issue a new card, requesting you to repay the Outstanding Debts immediately, ascertaining the secondary source of repayment, or terminating your credit card account. Without limiting the above provision, if you fail to activate your credit card within 12 months after Citibank China's approval of the credit card, or if there is no activity with your credit card account(s) for a period of more than 24 consecutive months from the date of your last credit card transaction, Citibank China reserves the right to terminate your credit card account.
2. **If your Credit Line and/or cash advance limit is increased by Citibank China but you do not accept such adjustment, you shall require to revert your Credit Line and/or cash advance limit within 10 days upon receiving notice from Citibank China, otherwise you will be deemed to have accepted such adjustment. You shall be liable for all the Outstanding Debts incurred under your credit card account no matter whether you accept them or not.**

Article 7 Termination of Credit Card Account

1. If you wish to cancel your credit card or terminate your credit card account for any reason you shall submit your application via Customer Service Hotline. The above-mentioned application will come into force after confirmation from Citibank China. The cancellation application of the Main Card shall be submitted by the Main Card holder, and the cancellation application of the Supplementary card can be submitted by either the Main Card holder or the Supplementary Card holder. Your credit card account can also be terminated by Citibank China in accordance with Article 6.1 of this Agreement.
2. Once your credit card is cancelled or your credit card account is terminated, and no matter whether it is at your request or at Citibank China's discretion, all services in relation to your credit card or your credit card account will be stopped and you must repay the amount of the Outstanding Debts in full immediately. The paid annual fee shall not be refunded.

Article 8 Collection and Set-off

1. Citibank China has the right to collect or authorize a third party to collect all the due debts from you via telephone, letter, SMS, email, paying a visit in person, judicial proceedings or other means, and to request the contact person, close relatives and work unit provided by you to pass on the information in relation to the collection to you. Citibank China has the right to provide your information to the relevant person under the above circumstances. All expenses occurred during the process of realizing creditor's rights shall be borne by you, including but not limited to litigation costs, engagement fees and legal fees.

2. You agree that in addition to the rights provided under the Applicable Laws and Regulations, Citibank China may at any time, without prior notice to you, merge any or all accounts (no matter where and for what purpose it is opened, and no matter whether it is due) you opened with Citibank China (including any branches of Citibank China) with your Outstanding Debt, and may transfer the funds in any of your accounts in Citibank China to repay or set off your Outstanding Debt with Citibank China, no matter such debt is principal or collateral, individual or joint, and no matter whether the account currency is the same as the settlement currency of your credit card account. For this purpose, you hereby irrevocably authorize Citibank China to convert the currency of the account balance of any of your accounts into the settlement currency of your Outstanding Debt at an exchange rate determined by Citibank China to repay or set off your Outstanding Debt.

Article 9 Information Disclosure Authorization

1. You authorize Citibank China, for the purpose of credit card applications or post-loan risk management, to disclose your personal credit information to any of Citibank China's branches, subsidiaries, parent companies, affiliates, representative offices, agents and those security companies, debt collection companies, law firms and external audit institutions who have entered into contracts with Citibank China to provided services, until the cancellation of the credit cards or the termination of the accounts. You are aware and understand that you shall have the right to inquire of Citibank China at any time about the names of such service providers and Citibank China shall maintain the name list of such service providers for the cardholders' check.
2. Apart from the disclosure stipulated by Applicable Laws and Regulations and the requirements of Authorities or legal proceedings, you authorize Citibank China, for the purpose of providing you with products or services (including but not limited to transaction, data processing, statistics, tax, risk analysis, credit monitoring and risk management), or debt collection according to Article 8.1 herein, at any time deemed as necessary by Citibank China, to disclose any information in relation to you or your credit card to any other party, including but not limited to the following parties and any third party selected by them:
 - 2.1 Any branch, affiliate of Citibank China or any other Citigroup institution (including the assignee or successor of the aforesaid institutions);
 - 2.2 Business partners of Citibank China, or the third party service provider or personnel relevant to the application or use of your credit card (including but not limited to transaction counterparty, merchant, non-financial institution payment platform, outsourcing service supplier, debts collection unit or perszonnell etc.);
 - 2.3 Any legally established credit reference service agency (including the personal credit information database of PBOC).

Citibank China hereby reminds you that above mentioned parties will, and will ensure any third party selected by each of them, use the information related to you or your credit card for the sole purpose of this Article 9.2. However, Citibank China will not be liable for any loss incurred due to unauthorized use of your or your credit card information by any of the above parties or third parties selected by each of them.
3. The authorization you made pursuant to Article 2.1, Article 9.1 and Article 9.2 of this Agreement shall be deemed as your consent of permitting Citibank China to lawfully obtain and disclose your personal financial information. You hereby confirm such act of authorization and acknowledge you are aware of the possible

consequence so caused.

Article 10 Notice and Service of Documents

1. Citibank China has the right to determine, at its own discretion, to send you notice or document in one or more of the following methods: announcement in service outlets, delivery in person, enclosure in account statements, letter, fax, email, telephone, SMS and /or website notice. Except for the announcement in service outlets and website notice, Citibank China will send a notice per the latest address, telephone number, email address or fax number provided by you.
2. In circumstances where the notice is delivered in person, you shall be deemed as having received the notice on the date of service; under the circumstances of service by mail, you shall be deemed as having received the notice upon 5 days of the dispatch date; where the notice is sent electronically by fax, email, telephone or SMS, you shall be deemed as having received the notice on the delivery date; if the notice is served by an announcement in service outlets or on website, you shall be deemed as having received the notice upon 5 days after such notice is made.
3. You agree to provide to Citibank China the information required by Citibank China from time to time. In the event of any change or possible change to any information provided to Citibank China, you shall immediately inform Citibank China of such change, and promptly provide relevant documents according to the requirement of Citibank China. All the notices, requests and instructions made by you must follow the channel provided by Citibank China and be in accordance with the effective rules and procedures of Citibank China at that time. In any case where your loss is (i) caused by the misunderstanding of Citibank China due to ambiguous, unrecognizable and vague instructions, or (ii) the information you provided is untruthful and incomplete, or (iii) your information is not updated promptly, Citibank China shall not be liable for such loss arising therefrom and you shall bear the responsibility yourself.

Article 11 Indemnity

1. You shall indemnify Citibank China against all losses, amounts, liabilities, costs (including the lawyer's fee and all other legal costs incurred in respect of any enforcement or recovery action taken against you), charges and expenses arising from this Agreement or the transactions under your credit card, except for those losses resulting from the negligence or wilful misconduct of, or a violation of this Agreement or the Articles by, Citibank China.

Article 12 Miscellaneous

1. "Applicable Laws and Regulations" mentioned in this Agreement shall refer to any applicable law or regulation of any jurisdiction, domestic or foreign, or any agreement entered into with or between the Authorities. "Authority" mentioned in this Agreement shall refer to any competent regulatory, tax or other governmental authority in any jurisdiction, domestic or foreign.
2. In the event that the credit card is temporarily unable to be used due to the objective causes such as force majeure, power supply and communications, Citibank China will offer necessary assistance depending on

the specific circumstances, but Citibank China shall not take any responsibility. Further, Citibank China shall not be liable if the credit card is not accepted or recognized by any merchant, financial institution or any other person for any reason.

3. Citibank China has the right to modify or amend the terms and conditions of this Agreement at any time, and Citibank China will notify you in this regard in the form it regards as appropriate pursuant to Article 10 of this Agreement. If you refuse to accept such modification or amendment, you can terminate your credit card account in accordance with Article 7 of this Agreement within 45 days from the date the notice was issued from Citibank China. You shall be deemed to have accepted such modification or amendment unconditionally if you keep on holding or using your credit card, or operate your credit card account by any means upon 45 days after the notice is issued by Citibank China.
4. The rights and indemnities under this Agreement are accumulative and do not exclude any other rights or indemnities. Any failure to exercise, or delay in exercising, any rights or claims under this Agreement by Citibank China shall not be deemed as a waiver of any such right or claim.
5. Citibank China's records of all matters in relation to you and your credit card are final evidence and shall have the binding effect on you unless there is a reasonable evidence which indicates that there is an error. Further, Citibank China has the right to destroy such records according to law at any time.
6. Each term and condition under this Agreement is severable, in the event any one or more of the terms and conditions of this Agreement or any part thereof at any time is, or will be, held to be invalid, illegal or unenforceable, the remaining terms and conditions of this Agreement shall not be affected.
7. You agree that Citibank China has the right to record your call (whether it is via Customer Service Hotline or any other means), and you further agree that such records can be used for other purposes relating to the transactions or services of your credit card or permitted or required by Applicable Laws and Regulations, including being used as evidence in any lawsuit against you or any other person.
8. You shall not assign, transfer, renew or dispose any rights and/or obligations or any interests in relation to such rights and obligations under this Agreement, Application Form, Articles and other relevant documents. Citibank China has the right to assign the rights and/or obligations under this Agreement, Application Form, Articles and other relevant documents to any other entity/person (to the extent permitted by Applicable Laws and Regulations, including domestic or foreign entity/person) by notifying you without your consent or approval. In spite of such assignment, this Agreement, the Application Form, the Articles and other relevant documents will continue to be binding on you and you agree to be bound by them.
9. This Agreement shall be written in both the English and Chinese languages. Both versions shall be equally valid and effective. In the event of any discrepancy between the two versions, the Chinese version shall prevail.
- 10. This Agreement shall be governed by the laws of People's Republic of China, and you hereby irrevocably agree that the court of the place where Citibank China's head office and its respective affiliates are located shall have the jurisdiction to settle any dispute arising out of or in connection with this Agreement. Further, Citibank China's head office and/or its affiliates are entitled to file a lawsuit and to respond to legal actions.**

11. You know and understand that Citibank China shall assume all consequences and legal liabilities for inquiring personal credit reports which is beyond the scope of authority under this Agreement and the Articles;
12. You confirm to have completely read, fully understood and accepted all the contents of this Agreement, the Articles, Fee Chart and the relevant documents in relation to credit cards published on the website of Citibank China; you are aware of the terms which exempt or limit the liabilities of Citibank China; and you have requested an explanation from Citibank China for any part which you were not sure about and have received a satisfactory response.