# Articles of the Credit Card (Personal Card) of Citibank (China) Co., Ltd.

# Chapter I General Provisions

- 1. The credit card (personal card) of Citibank (China) Co., Ltd. (the "Citibank China Credit Card" or "credit card") is a credit card which is issued to the public by Citibank (China) Co., Ltd. ("Citibank China") and by which certain line of credit is granted by Citibank China to any natural person holding the Citibank China Credit Card (the "Cardholder") in accordance with these Articles of the Credit Card (Personal Card) of Citibank (China) Co., Ltd. (the "Articles") and the Agreement on the Credit Card (Personal Card) of Citibank (China) Co., Ltd. (the "Agreement") and by which the Cardholder may make purchases or obtain cash advances first and repay later under his/her line of credit, and the Citibank China Credit Card may be used within or outside China and be settled separately in Renminbi or a foreign currency.
- 2. The Citibank China Credit Cards may be classified into: (1) UnionPay cards, VISA cards, MasterCard cards and JCB cards or other cards by credit card organizations involved; (2) main cards and supplementary cards by repayment legal liability; (3) reward points cards, mileage accrual cards and cards for high-end customers by client group; (4) magnetic cards and IC cards by information carriers; (5)RMB single currency cards and USD single currency cards by settlement billing accounts.
- 3. In order to efficiently offer credit cards services to the applicants of the Citibank China Credit Cards (the "Applicants") and Cardholders, these Articles are hereby formulated in accordance with the Measures for Administration of Bank Card Business, the Measures for Supervision and Administration of Credit Card Business of Commercial Banks and other applicable laws and regulations.
- 4. Citibank China, the Applicants and Cardholders of Citibank China Credit Cards shall abide by these Articles.

# Chapter II Functions, Uses and Scope of Service of Credit Cards

- 5. The credit card is a credit payment tool with such functions as consumption, cash advance and repayment and account transfer settlement.
- 6. The Cardholders holding credit cards may, according to the type of their respective cards, make purchases globally at merchants designated by VISA, MasterCard, JCB or other international credit card associations, China UnionPay and/or Citibank China. The Cardholders may also withdraw cash from ATMs globally labeled with the corresponding network logos of VISA, MasterCard, JCB or other international credit card associations and/or ATMs in China labeled with the corresponding network logos of China Union Pay, or at the cash advance facilities designated by VISA, MasterCard, JCB or other international credit card associations, China Union Pay, or at the cash advance facilities designated by VISA, MasterCard, JCB or other international credit card associations, China Union Pay and/or Citibank China.

# Chapter III Clients, Application Conditions and Application Formalities of Credit Cards

- 7. Any natural person who is at least 18 years old, with full legal capacity, legal and stable source of income, repayment ability and a good credit standing, may apply to Citibank China for the Citibank China Credit Card main card by presenting a valid ID and any other documents required by Citibank China. Applicants and Cardholders of main cards can apply supplementary cards for their relatives (including spouse, parents and children, etc.) who are at least 16 years old.
- 8. When applying for the credit card, the Applicant shall, as required by Citibank China, accurately completely and honestly fill in the application form and submit relevant proofs and materials

required by Citibank China. The Applicants and Cardholders of main card and supplementary card agree and authorize Citibank China to, for the purpose of examining their credit card applications or conducting loan risk management on the approved line of credit, inquire about, obtain, use or reserve all information contained in their personal credit reports from the Financial Credit Information Basic Database until cancellation of the credit cards or termination of the accounts, and agree that Citibank China may submit their basic personal information and information relating to their credit cards to the Financial Credit Information Basic Database. In addition, the Applicants and Cardholders of main card and supplementary card agree and authorize Citibank China to have access to or verify information or materials relating to the Applicants' or Cardholders' identity, financial situation, consumption patterns, etc. through any other legal means. The Applicants and Cardholders of main card and supplementary card agree and authorize Citibank China to keep and use the abovementioned information or materials for the purposes relating to credit card transactions or services or in accordance with the requirements of or as permitted by laws and regulations. Applicants applying for main card shall sign the application forms in person; otherwise Citibank China will not approve or issue the credit cards. Application for supplementary card requires signatures from both the main card and the supplementary card applicants on the application form or confirmation by designated electronic means. By signature or confirmation of the Applicants or Cardholders of main/supplementary cards, each of the Applicants/Cardholders of main cards and their supplementary card Applicants/Cardholders acknowledges that he/she (1) is aware of the applicable rules of Citibank China, (2) assumes the responsibility for the authenticity of the materials he/she provides, and (3) will implement the various provisions stipulated in the application form and abide by these Articles and the Agreement or any subsequent amendments thereof.

- 9. Citibank China reserves the right to determine whether to issue the card to the Applicant (including the right to determine whether to issue the supplementary card to the supplementary card applicant based on the application of the main card Applicant or Cardholder) after Citibank China has made a comprehensive assessment of the credit status, financial situation, consumption and credit records and other relevant factors of the Applicant. Citibank China will provide the Applicant with a means to check the progress and the results of the credit card application. If Citibank China decides to issue the card, Citibank China shall determine such matters as the type of the card, the currency of the card, the line of credit of the credit card granted to the Applicant, the limitations on the use of the card, etc. If Citibank China decides not to issue the card, Citibank China will inform the Applicant, but related material will not be returned to the Applicant.
- 10. The Cardholder shall sign on the signature strip on the back of the credit card immediately after receiving the credit card, and shall use the same signature when conducting transactions with the credit card, otherwise any and all debts and losses so caused shall be borne by the Cardholder.
- 11. The Cardholder has the right to determine at his/her own discretion whether to set a password for the credit card (including, but not limited to, a password for transactions, a password for ATMs and a password for telephone banking). Where the Cardholder selects to set a password, Citibank China will provide the self-serving password setting service to the Cardholder. After the cardholder sets his/her password, he/she may set, replace, change or cancel the password using various means provided by Citibank China. With the password for ATMs, the Cardholder may check credit card account, obtain cash withdrawal and/or transfer money through the ATMs using the credit card. The Cardholder may make purchases by using the password for transactions only at merchants

within mainland China or at a limited number of merchants outside of mainland China as designated by China UnionPay. VISA, MasterCard, JCB or other international credit card associations or China UnionPay (in respect of overseas merchants) may be unable to provide services relating to purchases using the password for transactions. In such circumstances, even if a Cardholder sets a password, the Cardholder may, without inputting his/her password, be able to make purchases at merchants designated by VISA, MasterCard, JCB, other international credit card associations or China UnionPay (in respect of overseas merchants).

## **Chapter IV Credit Card Account and Transaction Management**

- 12. If the client conducts any of the following activities, the client will be restricted to have any counter services from or open any new accounts with the bank within 5 years. If any of such conducts constitutes a crime, the client will be imposed on criminal charges. 1.The client is identified by the public security bureau to rent, lend, sell or buy any bank accounts (including bank cards); 2.the client opens any bank account by impersonating other's identity or fabricating power of attorney.
- 13. For the purpose of a credit card, the maximum fixed line of credit for an account held by a Cardholder, the daily maximum cumulative cash withdrawals which can be obtained within mainland China, the maximum cumulative cash withdrawals which can be obtained outside of mainland China daily, monthly, every six months and every year and the maximum amount of a single overdraft transaction permitted for a Cardholder, amongst others, shall be in accordance with applicable laws and regulations and the relevant requirements of banking regulatory authorities. However, Citibank China has the right to decide, at its sole discretion, subject to the above-prescribed ceilings, the maximum line of credit in aggregate, cash advances and overdraft limit for each card. Citibank China reserves the right to assess or adjust from time to time the line of credit (including but not limited to fixed line of credit and temporary line of credit), the cash advances limit for a Cardholder according to the provisions of the Agreement.
- 14. The Cardholder shall repay such amount as set forth in the credit card statement in the currency denominating the amount payable. The payment procedures shall be otherwise agreed in the Agreement.
- 15. All amounts in the RMB account for a credit card shall be deposited by the Cardholder by cash or transferred from salary, individual legitimate remuneration, investment return and other legitimate sources of funds. The amount in a credit card foreign currency account shall be deposited by foreign currency cash or foreign currency deposit legitimately held or purchased by the Cardholder. The transactions of the accounts shall be processed according to relevant regulations issued by use of RMB funds by State Administration of Foreign Exchange.
- 16. The Cardholder shall comply with the relevant provisions of China UnionPay, Citibank China and the acquiring banks when making purchases, obtaining cash withdrawals or using other transaction devices in mainland China; and shall comply with the relevant provisions of China UnionPay, VISA, MasterCard, JCB or other international credit card associations, Citibank China and the acquiring banks when making purchases or obtaining cash advances outside mainland China.
- 17. Subject to the right of Citibank China to decide and adjust, at its sole discretion, the valid term of a credit card, a credit card shall have a term of up to five years (please refer to the valid term indicated on the card) and shall become invalid automatically upon its expiry. The creditor's rights and indebtedness relationship between Citibank China and the Cardholder arising from the

Cardholder's use of credit card shall not be eliminated upon the expiry of the credit card.

- 18. **The Cardholder shall keep the credit card and password (if any) securely.** In circumstance where a credit card is lost, stolen, fraudulently used by any other person or comes into possession of any other person or any password is compromised, the Cardholder may, pursuant to the provisions of the Agreement, report the loss via the 24-hour customer service hotline.
- 19. In the event that a Cardholder elects to use a credit card through the Internet, unless the credit card is used in a secure technical and merchandising/trading environment, the Cardholder shall solely assume all responsibilities for all the risks and losses arising from any use of the card on the Internet.
- 20. Cardholders using Citibank China telephone banking, online banking, mobile payment, mobile banking or other electronic banking services shall comply with relevant rules of Citibank China.
- 21. A credit card may only be used for lawful transactions. Citibank China will not allow any use of a credit card for any credit card transaction that will violate the law of any jurisdiction. Citibank China reserves the right to refuse to process, or to make any payment, in respect of any transaction that Citibank China may suspect of involving any illegal act. Without prejudice to any right of, and any compensation for, Citibank China, Citibank China shall be entitled to, for the purpose of preventing any fraud or any illegal or unusual transaction, decide at its sole discretion (or entitle related credit card associations) to refuse to approve any credit card transaction or to suspend the functionality of any credit card at any time.

Chapter V Calculation of Interest and Rules on Service Charge

- 22. No interest shall be payable by Citibank China for funds kept in a credit card account.
- 23. Where a Cardholder settles all its debts relating to a credit card that have become due (including consumptions, cash advances, interest and fees etc.) by the cut-off time of the day that Citibank China has specified for such debts to become due and payable, the consumed amount of such debts (excluding any amount of cash advances) shall enjoy an interest-free repayment period, meaning that no interest shall be payable on the consumed amount during the period from the date when the consumed amount is booked by Citibank to the date that Citibank China has specified for such amount to become due and payable (with a maximum length of 55 days), and no overdraft interest shall be payable for this period.
- 24. In the event of a cash advance, the amount of cash advance shall in no circumstances be entitled to the interest-free repayment period and the Cardholder shall pay a service charge for the cash advance in accordance with the Agreement and the Credit Card Fee Chart of Citibank (China) Co., Ltd. (the "Fee Chart") as amended by Citibank China from time to time, respectively.
- 25. In the event that the Cardholder is not eligible for the interest-free repayment period in accordance with Article 23 of these Articles, the Cardholder shall pay overdraft interest in accordance with Article 26 of these Articles and the relevant terms of the Agreement. In addition, the Cardholder should make repayments according to the minimum due amount set by Citibank China, otherwise it would constitute overdue repayment on the part of Cardholder. Cardholders with overdue repayment shall pay the liquidated damages in accordance with the Agreement and the Fee Chart as amended by Citibank China from time to time. Overdue repayment would affect the Cardholder's credit records.
- 26. Overdraft is subject to an interest charge accrued daily at 0.05% per day and compounded on a monthly basis. Annual interest rate is calculated by multiplying the daily interest rate by the

number of days of respective year. Actual annual interest rate may vary according but not limited to the number of calendar days of each month or Cardholder's repayment status. (example: annual interest rate will be 18.25% if using daily interest multiplies 365 days a year, under simple interest)

27. Citibank China reserves the right to charge the Cardholder an annual fee and other relevant fees for credit cards. Specific fee standards will be set in accordance with applicable laws and regulations and provided in the Agreement and the Fee Chart.

### **Chapter VI Rights and Obligations of Citibank China**

- 28. Rights of Citibank China:
- 28.1. The Cardholders authorize Citibank China, for the purposes of credit card applications or postloan risk management, to disclose their personal credit information to any of its 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. The Cardholders are aware and understand that they shall have the right to inquire 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' enquiry.
- 28.2. In accordance with applicable laws and regulations, Citibank China has the right to make enquiries about and examine the credit status, financial situation and other relevant information about any Applicant from a lawful source in accordance with Article 8 of these Articles, and has the right, to request for, keep and use the personal materials of the Applicant and to disclose to the relevant parties set forth in the Agreement any information relating to any Applicant/Cardholder for the purpose of providing credit card products or services to the Applicant or Cardholder (including, but not limited to, the purposes of the transaction, data processing, statistics, tax requirements, risk analysis, credit control and risk control). Subject to the Articles and the Agreement, and for the purpose of fulfilling the obligations under the Articles and the Agreement, the statutory requirements and the relevant laws and regulations. Citibank China will comply with the Personal Information Protection Policy (https://www.citibank.com.cn/sim/chinese/footer/privacy) in dealing with the personal information of the Applicants and Cardholders of main card and supplementary card and (if applicable) the personal information of any third parties provided by such Applicants and Cardholders.
- 28.3. Citibank China has the right to maintain the proprietary rights of the credit cards. In circumstances where any Cardholder failing to comply with the provisions under applicable laws and regulations, these Articles or the Agreement (including, but not limited to, the Cardholder fails to pay the due amount within the prescribed period), Citibank China has the right to stop the use of the credit cards by the Cardholder and to cancel these credit cards. In addition, Citibank China has the right to recover all the amounts due to it but unpaid (including the expenses arising from collection or recovery). During the process of collection and recovery, Citibank China may provide the relevant data and information of the Cardholder to the relevant collection entities and their personnel.
- 28.4. The cardholders must activate the credit card through Citibank Online, Citibank Mobile App,

Citibank WeChat Account or customer service hotline after receiving it. For cardholders with existing registration/profile on Citi Mobile App, and who have requested a replacement card or who have applied for an additional credit card, cardholders will be eligible to view the replacement or new card details on the Citi Mobile App while the card is being processed. Cardholders may activate the card on the Citi Mobile App to view the card details for Citibank China accepted thirdparty online payments usage (UnionPay online payment is excluded). The applicable products to this function are subject to the information displayed by Citibank Mobile App. When cardholders receive the card, cardholders need to activate it separately before could use it. The cardholders must activate the CUP card in order to activate the USD card of the same product. And the cardholders cannot hold a USD card without holding a CUP card of the same product. The product here means the Citi Rewards, Citi PremierMiles, Citi Prestige or any other new product issued by Citibank China afterwards. Citibank China will charge the first year annual fee only after the activation of the credit card by the Cardholders (including pre-activation via Citibank Mobile App prior receiving the card). For the credit cards that have not been activated, Citibank China will not charge or deduct any fees under the credit card. Where the credit card has been activated by the Cardholders, if during the term of the credit card, the Cardholders request for a new credit card as a result of the reported loss, damage or fraudulent use by any other person of the credit card, card replacement per card expire, or for any other reasons, Citibank China will continue to charge the annual fee, regardless of the Cardholders having activated the new credit card or not.

- 28.5. Citibank China has the right to charge the Cardholders an annual fee and other relevant fees and such charges will be debited to the accounts of the Cardholders. The fee standards will be separately agreed with the Cardholders in the Fee Chart and/or the Agreement.
- 28.6. In accordance with the provisions under these Articles, Citibank China has the right to refuse to handle or make payment for the credit card transactions which it considers may potentially violate any law or regulations.
- 28.7. To safeguard the use of the credit cards, the Applicants or the Cardholders shall provide Citibank China with the correct information for identity verification purposes, as required by Citibank China when the Applicants or the Cardholders give Citibank China instructions relating to any, amongst others, information inquiry, payment, report of loss, cancellation of accounts via various selfserving means offered by Citibank China. Otherwise Citibank China has the right to refuse to carry out the instructions of the Cardholders.
- 28.8. Citibank China has the right to assist the competent authorities to inquire of or freeze the Citibank China Credit Card accounts of the Cardholders or to deduct and transfer any amount (if any) from the Citibank China Credit Card account.
- 28.9. Citibank China has the right to adjust and publicize the Fee Chart from time to time to the extent permitted under applicable laws and regulations.
- 28.10. Citibank China has any other rights provided under applicable laws and regulations, these Articles and the Agreement.
- 29. Obligations of Citibank China:
- 29.1. to provide information inquiry services to the Applicants and the Cardholders and to publicize information such as the Citibank China Credit Card products and services, important notes, these Articles, the Agreement, the Fee Chart to the Applicants and Cardholders via means such as the outlets and website of Citibank China;
- 29.2. to establish a fair and effective complaints reporting system relating to Citibank China Credit Card

services and publicize the procedure for reporting complaints and telephone number for reporting complaints and to respond to any enquiry and correction requests made by the Cardholders with respect to their accounts;

- 29.3. to provide monthly account statements to the Cardholders according to the provisions under the Agreement;
- 29.4. to assume responsibility for keeping confidential any credit information (including personal financial information) of the Cardholders, provided that Citibank China shall have the right to make lawful disclosure of information in accordance with these Articles and the Agreement;
- 29.5. to monitor the use of the credit cards by the Cardholders. In circumstances where the Cardholder is found to have violated any applicable laws and regulations or the requirements of the People's Bank of China, the State Administration of Foreign Exchange, the China Banking and Insurance Regulatory Commission and any other regulators, such violation shall be reported to the relevant authority according to the relevant requirements;
- 29.6. to provide a credit card loss reporting service to the Cardholders, set up 24-hour telephone service for the loss reporting service and handle any credit card loss reporting for the Cardholders;
- 29.7. Citibank China shall assume all consequences and legal liabilities for inquiring about personal credit records beyond the scope of authority given under these Articles and the Agreement; and
- 29.8. any other obligations provided under applicable laws and regulations, these Articles and the Agreement.

## **Chapter VII Rights and Obligations of Cardholders**

- 30. Rights of Cardholders (including holders of the main card and the supplementary card):
- 30.1. According to the Articles, the Agreement, the relevant service terms or notices, to receive the services as promised by Citibank China in respect of a credit card, to supervise the quality of service and making complaints in respect of any service that does not meet the quality standard;
- 30.2. to be informed of the functions, uses, fees and fee standards, applicable interest rates and relevant calculation formulas in respect of a credit card;
- 30.3. to receive the monthly account statement service from Citibank China in accordance with the provisions of the Agreement and to make inquiries about any inconsistent account information prior to the due date for repayment; and
- 30.4. any other rights provided under the applicable laws and regulations, these Articles ,the Agreement and the Personal Information Protection Policy(https://www.citibank.com.cn/sim/chinese/footer/privacy).
- 31. Obligations of Cardholders (including holders of the main card and the supplementary card):
- 31.1. A main card holder shall be liable to Citibank China for all debts under credit cards, including the main card and all supplementary cards. A supplementary card holder shall assume joint and several liabilities to Citibank China for all debts under the supplementary card held by him/her and the relevant main card. Any change to the card number or account of a main card or supplementary card shall in no event alter the liability assumed for any debt thereunder.
- 31.2. The Cardholders shall provide true and valid information to Citibank China. In the event of any change to a Cardholder's residence, job, mailing address, telephone number, employer name, email, identity certificate number, etc., the Cardholder shall promptly inform Citibank China of such change, otherwise Citibank China shall not be liable for any debt or loss arising therefrom.
- 31.3. The Cardholders shall carefully read and fully understand these Articles, the Agreement, the Fee

Chart, the Personal Information Protection Policy (https://www.citibank.com.cn/sim/chinese/footer/privacy),important notices and all other relevant information and documents, properly secure such information and documents, and pay continuous attention to any modifications and changes to the above information and documents as may be publicly announced to the Applicants and Cardholders by Citibank China via its outlets, websites or other means.

- 31.4. The Cardholders shall be responsible for maintaining the confidentiality of the information about and the passwords (if any) for their respective credit card accounts. A Cardholder shall bear any loss arising from, amongst other causes, failure of a Cardholder to secure or use the credit card in a proper manner.
- 31.5. A Cardholder shall repay all amounts due under the credit card (including all interest and fees) on schedule, and may not refuse to repay any amount due under the credit card for reasons of, amongst other things, any dispute between the Cardholder and any merchant or any other third party.
- 31.6. The Cardholders shall be obliged to check the account statements on their own initiative. The Cardholders shall take the initiative to inquire about any account statements that they have not received. If any Cardholder does not make such enquiry to Citibank China prior to the due date for repayment, he/she shall be deemed to have received such account statement. A Cardholder shall have the obligation to repay any debt due under the credit card whether or not he/she has received the account statement.
- 31.7. With respect to any USD amounts (including interest and fees) owed by a Cardholder under a foreign currency credit card, regardless of them being authorized by Citibank China or any international credit card association, the Cardholder shall be obliged to repay such due amounts in whole or in part with USD cash, USD currency deposit or with foreign exchange funds purchased by use of RMB funds.
- 31.8. The Cardholders shall pay for the relevant fee charges according to the Fee Chart as Citibank China may amend and distribute from time to time.
- 31.9. The Cardholders shall comply with applicable laws and regulations, these Articles, the Agreement and the rules of relevant bank card associations (including any amendment and change thereto).

## Chapter VIII Miscellaneous

- 32. Any matters not covered in these Articles and the Agreement shall be dealt with in accordance with the Measures for Administration of Bank Card Business, the Measures for Supervision and Administration of Credit Card Business of Commercial Banks and other laws and regulations and the regulatory requirements of regulatory authorities such as China Banking and Insurance Regulatory Commission, People's Bank of China, State Administration of Foreign Exchange and their dispatched institutions, including any amendments to such laws, regulations and regulatory requirements.
- 33. These Articles are formulated and interpreted by Citibank China, who reserves the right to amend these Articles. Save as otherwise provided under any applicable laws or regulations, any amendment to these Articles made by Citibank China shall have the same binding effect on all parties, provided that such amendment has been announced 45 calendar days prior to such amendment taking effect.
- 34. These Articles and the Agreement shall be written in both 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.

## 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

 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.
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 Financial Credit Information Basic Database until the cancellation of the credit cards or the termination of the accounts, and agree that Citibank China may submit to the Financial Credit Information Basic Database 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. Card applicant is required to indicate Emergency Contact and the relationship with Emergency

Contact in the application form. Card applicant should ensure Emergency Contact is aware of the contact obligation towards the card applicant. In case of any account risk or delinquency risk, Citibank China has the right to contact Emergency Contact to obtain or convey necessary information. Card applicant is obliged to inform Emergency Contact of the above and obtain his/her consent. If card applicant fails to fulfil above obligations, Citibank China is entitled to hold card applicant liable for any consequence incurred thereof, and/or refuse application.

4. 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.

5. You shall activate the credit card via Citibank online banking, Citibank Mobile App, Citibank WeChat Account or Customer Service Hotline after receiving the credit card. For cardholders with existing registration/profile on Citi Mobile App, and who have requested a replacement card or who have applied for an additional credit card, cardholders will be eligible to view the replacement or new card details on the Citi Mobile App while the card is being processed. Cardholders may activate the card on the Citi Mobile App to view the card details for Citibank China accepted third-party online payments usage (UnionPay online payment is excluded). The applicable products to this function are subject to the information displayed by Citibank Mobile App. When cardholders receive the card, cardholders need to activate it separately before could use it. Citibank China will charge the first year annual fee only after the activation of the credit card by the Cardholders (including pre-activation via Citibank Mobile App prior receiving the card). **No charges or fees will be incurred for the credit card is never activate**. The cardholders must activate the CUP card in order to activate the USD card of the same product. And the cardholders cannot hold a USD card without holding a CUP card of the same product issued by Citibank China afterwards.

6. 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 decrease 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. 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). Under certain circumstances even if above over-limit service is not activated, there may occur de facto over-limit under your Card (for example your actual usage on your Card exceeds the Credit Line after expiration of temporary line). You should repay the amount displayed in the field "Total Over-limit Amount" of the latest statement before due date in full whenever there is over-limit.

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 has the right to determine at its own discretion whether to renew your card in accordance with Applicable Laws and Regulations, business adjustments and your card usage. You agree to notify Citibank China at least two 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. The new card only can be used upon activation, and the original card will be de-activated at once after new card activation. 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 also has the right to determine at its own discretion whether to issue a new credit card 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 (4) and Article 2 (5) 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 equipment 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 (including but not limited to Citibank Reward Points Plan Terms and Conditions (https://www.citibank.com.cn/sim/ICARD/rewards.htm), Terms and Conditions for Citibank Online Banking and Citi Mobile Services (https://www.citibank.com.cn/sim/english/footer/terms.htm), Citibank Credit Card Electronic Payment Service Terms and Conditions, Citibank Card Quick Payment Online Service Agreement (https://www.citibank.com.cn/sim/chinese/services/onlinepay.htm), etc.).

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 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.

11. Citi Bank CUP credit issued with quick pass logo. Quick pass means, cardholders can complete his transaction through card waiving without password under quick pass limit. This function will be opened during your activation. Cardholders can change his limit or close this function via hotline. You may make any inquiries about the terms and conditions of such services through the website of Citibank China or other channels (https://webservice.citibank.com.cn/citicoas/quickPass).

# 12. Should you have any queries, suggestions or complaints on our service or products, please contact Citibank Service Hotline at 95038 for assistance.

13. You understand that the credit card overdrafts and the instalment product under credit card should be used for personal consumption. It is not allowed to use the credit card for fake transactions, encashment, commerce and manufacturing, repaying the loan and other non-consumption areas such as financial securities, wealth management, property related (no matter self-residence or for investment purpose, including but not limited to the transactions with MCC code under real estate category) and etc. If you use the credit card to make transaction in non-consumption area, this may lead to transaction failure, and Citibank China will take control actions to your credit card or account, the actions including but not limited to refuse to process or make any payment; to suspend your card functions and services; to reassess and decrease your credit line; to stop credit line increase; to set up or adjust transaction limit; to stop your existing installment products; to terminate your credit card account and request pay-off in full immediately or impact your rewards redemption. You must keep all the original transaction documents of credit card transactions such as contracts, receipts and etc., and Citibank China reserves the right to ask you to provide supporting document for transactions at any time.

## Article 4 Account Statements

1. Citibank China will provide monthly account statements service to you and you agree to comply with rules of Citibank China relating to Citibank Online / Citibank Mobile App. Citibank China will send you monthly notices via electronic channels (SMS, email, WeChat message, etc.) to inform you after your electronic statement has been generated. You agree that you will be deemed to have received the account statements if Citibank China sends the relevant message to your phone number, email address or Wechat account provided by you to Citibank China. Please click the link in the relevant messages or directly login Citibank Online / Citibank Mobile App (www.citibank.com.cn) to view/download your electronic statements. The account statements will be stored in your account of Citibank Online / Citibank Mobile App.

2. You should make sure that the email address and phone number you provide to Citibank China for receiving account statement notification is accurate and valid. Citibank China will not take responsibility if you cannot receive account statement notification normally due to the above

information being inaccurate or invalid or issues with telecom operators.

3. 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.

4. You shall be obliged to actively check the account statements. You are obliged to make inquiries 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 or reviewed the account statements.

5. 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 time 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.

#### 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 and installment principle 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 statement. The minimum repayment amount should be calculated in 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, 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 result in a late payment, and this will have a negative impact on your credit record and you will have to pay liquidated damages to Citibank China. Meanwhile, you should repay the amount displayed in the field "Total Over-limit Amount" of the latest statement before due date in full. Otherwise, Citibank China reserves the right to temporarily suspend your credit card.

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 withdrawal 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. Annual interest rate is calculated by multiplying the daily interest rate by the number of days of respective year. Actual annual interest rate may vary according but not limited to the number of calendar days of each month or repayment records.

4. The first year annual free will be charged once you activate your credit card. The second year annual fee will be charged in the 12th month after the month of your card's approval. The cycle to charge annual fee will be 12 month after the month of your card's approval, which will recur every year.

5. 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.

6. 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.

7. 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.

8. 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 that 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. Based on your credit status, credit card payment and transaction history, risk control requirement (including but not limited to bank's receipt of risk information or signal from the public security organs, judicial organization, regulatory authorities, yourself, relatives, transaction monitoring or other channels regarding misuse of your identification document, deterioration of your credit situation, family financial situation and your repayment capability, lapse of validity of your contact information reserved with bank, abnormal card use behavior, etc.), overall market condition, Applicable Laws and Regulations, adjustment, divestiture, transfer or termination of all or part of the assets or businesses of Citibank China and other reasons (including but not limited to your ID expiration) which are regarded as reasonable by Citibank China, Citibank China has the right to, at its sole discretion and subject to compliance with Applicable Laws and Regulations, to take any measures, including but not limited to, terminating or temporarily suspending your credit card or the specific services (including but not limited to any reward points plans, benefits and related services offered by Citibank China) to your card, 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, 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 12 consecutive months from the date of your last credit card transaction, Citibank China reserves the right to terminate your credit card account.

## 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 or other channels permitted by Citibank China (if any). 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, with 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 such repayment or set off shall become effective when the notice reaches you 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. Information Disclosure

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 Citibank 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 personnel etc.);

2.3. The Financial Credit Information Basic Database or other credit information institutions with qualified licenses.

Citibank China will request all above mentioned parties to use the information related to you or your credit card for the sole purpose of this Article 9.2, and all above mentioned parties shall ensure any third party selected by each of them to use the information related to you or your credit card for the sole purpose of this Article 9.2. However, unless otherwise provided in the Applicable Laws and Regulations, 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. In addition to the Agreement and the Articles, for the other matters relating to the handling of personal information, please carefully read the Personal Information Protection Policy (<u>https://www.citibank.com.cn/sim/chinese/footer/privacy</u>)and fully understand the relevant terms and conditions.

# **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, website notice, Citibank Online, Citibank Mobile App, WeChat, etc. If Citibank China decides to use the method of delivery in person, enclosure in account statements, letter, fax, email, telephone, SMS, etc. to send you notice or document, Citibank China can send you such notice or document per the latest address (including but not limited home address or office address), telephone number, email address or fax number provided by you.

2. You agree that if any notices or documents under this Agreement, including any files or legal documents related to the dispute arising from this Agreement, is served in person or via mail, the address for service and relevant legal consequences are set out as follows:

2.1 You acknowledge that the effective address for service to you ("Effective Address for Service") shall be the latest address you provided to Citibank China.

2.2 You agree that the Effective Address for Service can be used as the service address for all kinds of non-dispute related notices under this Agreement and files and legal documents related to the dispute arising from this Agreement, including the service in the first instance, second instance, retrial and enforcement procedure after such dispute is brought into civil legal proceeding.

2.3 You shall notify Citibank China in accordance with Article 10 (4) for the change of the Effective Address for Service. During the civil legal proceeding, you shall notify the court in written for the change of the Effective Address for Service. Where the above notification obligation is not fulfilled, the Effective Address for Service you confirmed shall still be deemed to be an valid service address. Where obligation of the notification of the change of service address is fulfilled, the updated address for service shall become the Effective Address for Service.

2.4 Any notice, related file and legal document shall be deemed to have been served and lead to the legal consequences of service even if it is not acknowledged receipt by you due to the following reasons: (1) the Effective Address for Service provided or confirmed by you is not accurate; (2) any change of the Effective Address for Service is not duly notified to Citibank China and the court; (3) you or the authorized person refuses to sign for receipt. Under above circumstances, any notice, file or legal document shall be deemed to have been served (1) on the date of it being returned if it is served via mail, and (2) on the date when the person serving it records the situation on return receipt. 2.5 The court may serve directly via mail to the Effective Address for Service under this Agreement. Even if you fail to receive such court document via mail, it shall be deemed to be served due to the stipulations under this Agreement.

2.6 When you respond to a case after it is brought into civil legal proceeding and the address for service you submit to court in the confirmation of service address is different from the Effective Address for Service, the address specified in the confirmation of service address shall prevail. If the address in the confirmation of service address of attorney or authorized person, the Effective Address

for Service shall be valid in parallel.

3. 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, SMS, Wechat account of Citi Credit Cards, Citibank Online, Citibank Mobile App, etc., 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.

4. 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.

5. The Article 10 is independence in this agreement, which is not restrained and limited by other articles.

### 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 (if applicable), 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 unless caused by willful misconduct or gross negligence of Citibank. 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 contract shall be governed by the laws of the People's Republic of China, unless otherwise agreed by the parties in writing, you hereby irrevocably agree to submit to the jurisdiction where the contract is signed.

10. 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.

11. You confirm to have completely read, fully understood and accepted all the contents of this Agreement, the Articles, Fee Chart, the Personal Information Protection Policy (<u>https://www.citibank.com.cn/sim/chinese/footer/privacy</u>) and other 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.

#### Auto Repayment

1. Credit card holders can apply for this service by choosing the option on the credit card application form initially, or over the Citibank counter. Card holders shall select between the options of full amount repayment and minimal amount repayment. If no selection is made, automatic repayment will be for the full amount by default. After service activation, credit card holder may call the customer service hotline to change the repayment amount option or to cancel the repayment service. If a credit card holder has already activated this service, he/she will no longer be able to apply for the "Automatic Exchange & Repayment for USD balance through a RMB Credit Card" function. If a card holder chooses both services in the application form, Citibank will only approve the option of "Automatic debit by

Citibank Debit Account".

2. After service activation, Citibank automatically deducts the full amount or minimal amount of the current month from the Citibank debit account, or RMB or USD settlement account under the name of the Citibank Credit Card holder himself/herself (hereinafter referred to as "the specified repayment account") on repayment due dates in the following month. The card holder shall ensure that the balance in his/her specified repayment account is sufficient on previous business day of repayment due date. If the balance is insufficient to repay the full amount or minimal amount, all funds will be deducted from the account and the card holder will need to repay the remaining amount through other methods. The card holder would be solely liable for any failure to repay the full amount or minimal amount of the credit card balance due to insufficient balance in his/her specified repayment account. Citibank would neither be obligated to inform the card holder of balance insufficiency, nor continue to deduct any fund from the balance of such account after the repayment due date. As a special reminder to cardholders that when the cardholders choose automatic repayment for the minimal due amount, the over-limit amount (if any) won't be included in the auto repayment amount. Cardholder should repay the over-limit amount via other channels by him/her own self.

3. After service activation, if the automatic repayment can't be conducted owning to faulty details about the specified repayment account, or owning to account freezing, cancellation or any other reasons, the automatic repayment will be suspended before such account resumes its normal status, and the cardholder shall repay his/her credit card balance through other methods. In the case of credit card renewal or replacement, this service will automatically extend to the new card unless otherwise requested by the card holder.

4. If a credit card holder chooses to reimburse the USD balance by automatic exchange & repayment in RMB (i.e. the system will automatically use RMB to purchase USD) through the specified repayment account, Citibank will convert the RMB deposit to the equivalent amount of USD according to Bank USD sell rate (USD/CNY) published by Citibank at 2:30pm of prior business day of due date., if the amount is sufficient. And will convert the RMB deposit to the equivalent amount of USD according to Bank USD sell rate (USD/CNY) published by Citibank at 2:30pm of prior business day of due date., if the amount is sufficient. And will convert the RMB deposit to the equivalent amount of USD according to Bank USD sell rate (USD/CNY) published by Citibank at 2:30pm of due date business day, if the amount is insufficient. If the card holder chooses both options, i.e. automatic repayment for RMB balance, and automatic repayment in RMB for USD balance, from the specified repayment account, the RMB balance will take precedence to be repaid if the holder has both RMB and USD balance. Repayment will be based on the card holder's selection between the full amount repayment and minimal amount repayment.

#### USD Automatic Exchange & Repayment

1. Once the application for USD credit card is approved, Citi bank will activate the "Automatic Exchange & Repayment for USD card balance through a RMB Credit Card" function for card holder. Once this function is activated, you can connect your RMB credit card with your USD credit card. The money deposited in RMB credit card can be automatically used to purchase USD to repay the USD credit card balance. You can choose repayment for full amount or minimal amount via credit card application form. If not specified, full amount repayment option will be chosen by default. If card holder does not need this service, he/she needs to cancel the service via customer service hotline.

2. If the card holder already selected "Repayment in RMB for debts in foreign currency" under the "Auto Debit by Citibank debit account", he/she will not be eligible for this service. To use the service, he/she needs to cancel the "Citibank debit account" first.

3. After service activation, if the card holder has an outstanding USD credit card bill in due course, the balance will be repaid at a priority sequence specified in bullet point 4 (below) on the day when the card holder makes a deposit to his/her RMB credit card (only apply to before 9pm). If the card holder makes a deposit during 9pm to 0am or non-business day, the balance will be repaid on the next business day at a priority sequence specified in bullet point 4 (below).

4. If the card holder chooses the **minimal amount repayment option** for the USD card balance, the deposits to his/her RMB credit card will first be used to purchase foreign currency for the minimal due amount of the associated USD credit card bills (the card holder will have to reimburse the remaining USD debt through other methods), and the balance in the RMB credit card will be used to repay all balance of the RMB bill. If the card holder chooses the full amount repayment option for the foreign currency debts, the deposit in RMB credit card will be used for repayments in the following priority sequence: (1) the minimal repayment amount for the USD Credit Card bills; (2) the minimal repayment amount for the RMB credit card bills; (3) full arrears of USD bills; (4) full arrears of RMB bills.

5. The card holder shall ensure that the deposit to his/her RMB credit card account is sufficient for repayment. If the deposit is insufficient to repay the full balance or minimal amount, all deposit will be deducted and the card holder will need to repay the remaining amount through other methods. The card holder would be solely liable for any failure to repay the full amount or minimal amount of the credit card balance due to the insufficient fund in his/her RMB credit card account. Citibank would not be obligated to inform the card holder of balance insufficiency.

6. Under Automatic exchange & repayment for USD balance through a RMB Credit Card, Citibank will automatically convert the USD balance to an equivalent amount of RMB according to the Bank USD sell rate (USD/CNY) published by Citibank at 2:30pm of the transaction made date, and make the repayment according to the priority in bullet points 3 & 4 as above. The amount exchanged shall not exceed the USD current statement due amount.

7. This "connection" service is only available for credit cards of same types. If, for example, a card holder has both Citi Rewards Card and PremierMiles Card, these 2 cards cannot be "connected".

8. If you have specific request for foreign currency repayment, please call the 24-hour customer service hotline for assistance.