

金融产品与服务条款和条件

Terms And Conditions For Products And Services



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# 金融产品服务条款和条件

## TERMS AND CONDITIONS FOR PRODUCTS AND SERVICES

### 总则

#### GENERAL TERMS

以下规定适用于银行提供的所有金融产品和服务（限于银行决定提供的金融产品和服务并在遵守适用的中国法律及法规的前提下）。为表述方便之目的，在本条款和条件项下，提及“中国”时应指中华人民共和国（但不包括香港特别行政区、澳门特别行政区和台湾）。

The following sections are applicable to all facilities and services (subject to availability and compliance with applicable laws and regulations of China) provided by the Bank. For the convenience of expression, under these terms and conditions, reference to “China” hereunder shall mean the People's Republic of China (excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan).



## 序言 Introduction

- 1.1** 本条款和条件构成客户已签署之开户申请表的一部分，并共同构成就银行目前及将来通过客户所开立的账户提供的各类金融产品或服务（不论是储蓄性质还是投资或借款性质）规范客户作为银行客户与银行关系的合同。

**These terms and conditions form part of the account opening application the Customer has signed and together form the contract which governs the Customer's relationship with the Bank as the Bank's client on the Bank's present and future products or services through any account (whether of a deposit, investment or borrowing nature).**

- 1.2** 每一种金融产品或服务均可通过新设或附加或修改条款，或写有金融产品特征或指引的手册或小册子随时加以补充和/或修改，或受对本条款和条件的任何修改的约束（统称为“补充/修改文件”）。客户同意，银行有权决定可通过营业网点公示、人工送达、对账单夹寄、信函、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客户发送补充文件。除营业网点公示和网站公告通知外，银行将向客户登记在银行的最新地址、电话或电子邮箱发送补充/修改文件。如以人工寄送方式，补充/修改文件在寄送之日视为送达；若以邮寄方式，补充/修改文件在寄出之日后的五日内视为送达；如以电子邮件、电话和短信方式，补充/修改文件在发送之日视为送达；如以银行营业场所公示或银行网站公告方式，补充/修改文件在公告做出后的五日内送达。客户同意，若客户在收到或被视为收到该等补充/修改文件后的三十天内没有终止本条件和条款或客户账户，则视为客户接受和同意该等补充/修改文件对客户具有约束力（即使银行并未收到客户的签字确认回执）。

Each product or service may be subject to new or additional or amended terms or supplemented from time to time by a brochure or pamphlet containing applicable product features or guidance or any amendments to these terms and conditions (the "Supplementary Document"). The Customer agrees that the Bank has the right to determine, at its own discretion, to send the Customer the Supplementary Document in one or more of the following methods: public announcement in service outlets, delivery in person, enclosure in account statements, letter, email, telephone, SMS and /or website notice. Except for the public announcement in service outlets and website notice, the Bank will, at its own discretion, send a Supplementary Document per the latest address, telephone number or email address provided by the Customer. In circumstances where the Supplementary Document is delivered in person, the Customer shall be deemed as having received the Supplementary Document on the date of service; under the circumstances of service by mail, the Customer shall be deemed as having received the Supplementary Document upon 5 days of the dispatch date; where the Supplementary Document is sent electronically by email, telephone or SMS, the Customer shall be deemed as having received the Supplementary Document on the delivery date; if the Supplementary Document is served by a public announcement in service outlets or on website, the Customer shall be deemed as having received the Supplementary Document upon 5 days after such notice is made. The Customer agrees that if the Customer utilizes any new product or service provided in relevant Supplementary Documents or if the Customer does not terminate these terms and conditions or any existing accounts within 30 days from receipt or deemed receipt by the Customer of the Supplementary Documents relating to any amendments to these terms and conditions or (as the case may be) any amendments to the terms to which such existing accounts/products/services are subject (whichever is earlier), the Customer will be deemed (even though the Bank has not received the Customer's signed acknowledgement) to have received and accepted the terms of such Supplementary Documents as binding on the Customer.

- 1.3** 每项交易的细节将在通知书或确认书中列出，所有的交易情况的摘要将定期汇总在对账单或相关产品持有通知书中。客户同意将按照本条款和条件来核对有关内容的准确性。

Details of each transaction will be set out in an advice or confirmation, and all transactions will be summarized periodically in a statement or the relevant product holding statement. The Customer agrees to verify the correctness of their contents in accordance with these terms and conditions.

- 1.4** 本条款和条件以及以上提及的所有附加条款和文件、通知书、确认书及对账单就任何目的而言均构成一个完整的协议，且将约束与银行或通过银行不时进行的全部交易，否则银行不会进行任何此等交易。

These terms and conditions and all such additional terms and documents, advice, confirmation and statement as referred to above shall constitute an entire agreement for all purposes and govern all transactions from time to time concluded with or through the Bank, it being understood that the Bank would not otherwise enter into any such transaction.

- 1.5** 本条款和条件以中英文书就。若有不一致，以中文版为准。

These Terms and Conditions are written in both Chinese and English. In case of discrepancies, the Chinese version shall prevail.

## 金融产品及服务 Product & Service

- 2.1** 客户可能要求银行提供的金融产品和服务的范围包括银行在所有适用的中国法律、法规和政策允许的范围内不时决定提供的存款、银行信贷、投资以及其他金融产品和服务。银行可不时确定客户从事交易的最低及/或最高金额或价值。

The range of products and services that the Customer may request from the Bank includes any deposit, banking facility, investment and other products and services that the Bank determines from time to time to the extent permitted by all applicable laws, regulations and policies of China. The Bank may from time to time fix the minimum and/or maximum amount or value for any transaction to be conducted by the Customer.

- 2.2** 存款只包括存放在银行处的存款。

Deposits only include deposits with the Bank.

本机构已按照国家规定参加存款保险，吸收的本外币存款依照《存款保险条例》受到保护。

The institution is covered by deposit insurance scheme under the State Council regulation. Both domestic and foreign currency deposits taken are protected in accordance with the prevailing Deposit Insurance Regulation of the People's Republic of China.

- 2.3** 投资可包括存款和任何性质的投资，包括在下列各项中的或与下列各项相关的投资：如存款、单位信托、债券、不记名存单、货币市场票据、外汇、利率、金融期货、商品指数或任何其他指数、参考指数、或现货、期货、差数、期权、掉期、抵销或衍生安排或差额合同。

Investments may include deposits and investments of any nature including those in or linked to deposits, unit trusts, bonds, bearer certificate of deposits, money market instruments, foreign exchange, interest rate, financial futures, commodity index or any other index, indicator, or spot, forward, margin, option, swap, netting or derivative arrangements or contracts for differences.

- 2.4** 多元化投资一般性建议

General Diversification Reminders

- a. 当客户考虑投资产品的时候，投资组合的多元化应作为一个重要的考虑因素。集中化的投资可能要比一个多元化的投资组合风险更大。

Portfolio diversification is an important element for the Customer to consider when making investment decisions. Concentrated positions may entail greater risks than a diversified portfolio.

- b. 如果只是评估客户花旗中国账户上的投资，某些判断客户的投资组合是否足够多元化的影响因素可能不会完全显现出来。因此客户应当仔细地评估所有的投资组合，这样才能确保此投资组合能够满足客户的投资预期并且在客户的风险承受范围之内，包括客户对资产多样化和发行人多样化的要求。

Certain factors that affect the assessment of whether the Customer overall investment portfolio is sufficiently diversified may not be evident from a review that only includes the Customer's Citi account(s). It therefore is important that the Customer carefully review the Customer's entire investment portfolio to ensure that it meets the Customer's investment goals and is within the Customer's risk tolerance, including the Customer's objectives for asset and issuer diversification.

- c. 如果客户想了解更多关于资产分配和可能的策略来降低某项集中化投资的风险和/或波动性，客户可与其花旗业务代表联系。To discuss asset allocation and potential strategies to reduce the risk and /or volatility of a concentrated position, the Customer may contact his/her Citi representative.

- 2.5** 即使银行已承诺在一段时间内提供或保持任何账户或金融产品、服务、合同或交易，银行可在任何时候经给予客户通知后，暂停、关闭或终止该任何账户或金融产品、服务、合同或交易，而无须承担责任或作出赔偿。一经银行要求，客户在该项金融产品、服务、合同或交易下的债务须立刻到期且须立刻支付给银行。

The Bank may block, close or terminate any account or product, service, contract or transaction at any time by notice to the Customer without liability or compensation although the Bank may have committed to provide or maintain the same for a period of time. Upon the Bank's demand, the Customer's liabilities under such product, service, contract or transaction shall become immediately due and payable to the Bank.

- 2.6** 如果客户想要投诉可以拨打95038/400-821-1880（中国境内）或(8621) 38969500致电花旗24小时电话银行，访问银行各分（支）行，或登录花旗网上银行（www.citibank.com.cn）联系我们。

If the Customer has a complaint, the Customer may call 24-hour CitiPhone Banking at 95038/400-821-1880 (within China) or (8621) 38969500, visit the Bank's branches, or contact us via Citibank Online (www.citibank.com.cn).

## 银行的职责

### The Bank's Role & Liability

- 3.1** 任何存放于银行及银行在中国的任何分行的存款，或银行及该等分行的其他支付义务，将在遵守中国的法律和惯例（包括任何政府行为、命令、裁定和法规，并且包括财政及外汇管理条例）的前提下，仅在该等分行由该等分行单独支付。如因不受控制之限制或事件而使该等分行无法履行其义务，任何其他分行无须承担支付该等存款及义务的责任。

Any deposits with or other payment obligations of the Bank and any branches of the Bank in China will be paid solely at and by that branch and are subject to the laws and practices of China (including any government acts, orders, decrees and regulations, and including fiscal and exchange control regulations). No other branch shall be responsible for payment of these deposits and obligations due to restrictions or events beyond the control of that branch that prevent it from fulfilling its obligations.

- 3.2** 客户同意，银行代表客户在任何时候存放一笔存款或作出其他投资时均以客户的代理人身份行事，相关风险和利益均由客户承担。客户理解，在银行与任何经纪人或交易对方进行交易所达成之协议内，可包括规定银行以当事人（而非代理人）的名义行事或银行的权利和义务不可转让之条款。但是，该等条款并不影响客户与银行交易中银行为客户代理人的身份。客户在此同意，与每个经纪人或交易对方进行的有关交易将遵守其规定的规则、条款和条件。

Whenever any deposit or other investment is placed or made by the Bank on the Customer's behalf, the Customer agrees that the Bank acts as the Customer's agent for the Customer's sole risk and account. The Customer appreciates that in an agreement governing the Bank's transaction with any broker or counterparty, there may be provisions stating that the Bank acts as principal as against him or that the Bank's rights and obligations are not transferable. However, such provisions will not affect the Bank's capacity as the Customer's agent in the Customer's transaction with the Bank. The Customer hereby agrees that the relevant transaction with each broker or counterparty will be subject to the rules, terms and conditions as stipulated by him.

- 3.3** 银行可委托任何代理人、经纪人、指定人士、联络人、托管人、交易对方或任何其他方包括花旗集团及其任何分行、子公司、附属或关联公司或相关实体（各简称为“花旗集团机构”）来履行银行的职责，或者就银行将采取的任何行动征询银行选择的专业顾问的意见。

The Bank may delegate the performance of the Bank's functions or duties to any agent, broker, nominee, correspondent, custodian, counterparty or any other party including Citigroup, Inc. or any of its branch, subsidiary, affiliated or associated companies or related entities (each a "Citigroup Organization") or obtain advice from any professional adviser of the Bank's choice on any action to be taken by the Bank.

## 授权签字人发出的指示

### Instructions Given by Authorised Signatories

**4.1** 客户或客户通过账户运作委托书或任何授权书任命的授权签字人可以向或与银行签署、盖章或发出任何与下列事项有关的指示、协议或其他文件（以下通称为“指示”）：

The Customer or the signatories appointed under the Customer's mandate for account operation or any letter of authority may execute, seal or deliver any instructions, agreement or other documents (collectively "Instructions" ) with or to the Bank in relating to the following items:

- 1) 客户的账户的开立、关闭或操作（包括改变发出账户相关指示的方式）；  
Opening or closing of the Customer's account and its operation, including any change in the manner of giving instruction;
- 2) 作出或结清任何投资；  
Making or liquidating any investment;
- 3) 将物品交于银行保管或取回该等物品；  
Depositing items for safekeeping or withdrawal thereof;
- 4) 取得提供给客户或任何借款人的放款或其他银行服务或融资安排；  
Obtaining advances or other banking facilities or accommodation to the Customer or any borrower;
- 5) 为了对该等银行服务或融资安排提供担保，而在任何账户及其中的投资上设立任何留置或其他担保权益以保障银行的利益；  
Encumbering or creating any lien or other security interest over any account and investment therein securing such facilities and accommodation in the Bank's favor;
- 6) 为了银行的金融产品或服务向银行提供保证、补偿保证或反补偿保证；  
The giving of any guarantee, indemnity or counter-indemnity to the Bank for the Bank's products or services;
- 7) 客户在本文件中的权限和权力的委托和转委托；  
The delegation and sub-delegation of the Customer's authorities and powers herein;
- 8) 签署包括风险披露声明在内的任何相关文件。  
Execution of any related documents including any risk disclosure statements.

**4.2** 客户对授权签字人的更换只有在银行已收到客户指示以及有足够时间使银行能在操作系统中充分记录该指示后，方才有效。  
Any change of authorized signatories by the Customer will only be effective after the Bank has received the Customer's Instruction and sufficient time has elapsed to enable the Bank to fully record the Instruction in the Bank's operation system.

## 电话、口头或其他指示 Telephone, Oral or Other Instructions

### 5.1 客户特此授权银行（但银行并非必须）接受：

The Bank is hereby authorised (but are not obliged) by the Customer to accept any Instructions given by

- a. 任何人或客户之任何授权签字人致电或亲自光临使用客户账户号码及个人识别密码（包括由客户设置的密码和/或银行提供的动态验证密码）或银行进行核对所需的其他细节后作出的任何指示，即使客户委托书可能已规定账户由多于一人操作也一样；或者  
Any Instruction via telephone by any person, or from any of the Customer's authorized signatories orally or in person, quoting the Customer's account number, the Customer's identification code (including PIN which is set by the Customer and/or One Time Password which is provided by the Bank) or other details as requested for validity check even though the Customer's mandate may have provided for account operation by more than one person; or
- b. 声称是客户的授权签字人的人以电传、信函、传真或者以书面形式作出的指示；或者  
Telex, mail, facsimile transmission or in writing purportedly given by the current authorized signatory; or
- c. 加盖一个与银行之预留印鉴近似的印鉴的指示；或者  
The affixation of a chop which closely resembles the specimen that was previously recorded with the Bank; or
- d. 通过使用客户设置的密码和/或银行提供的动态验证密码的电子方式作出的各项指示，银行对此可自行决定无须对作出该等指示的人员的授权、身份、指示的真伪进行进一步核实或确认。  
Electronic means through the use of PIN which is set by the Customer and/or One Time Password which is provided by the Bank; and the Bank on its own discretion may not further check the authority or identity of the person giving such instructions or their authenticity.

### 5.2 在银行接受的前提下，客户同意使用客户设置的密码和/或银行提供的动态验证密码实施电子签名，进行与本条款和条件项下的相关账户、金融产品或服务相关的指示、操作或交易。客户知晓并接受，使用密码和/或动态验证密码实施电子签名的法律后果如下：

Subject to the Bank's acceptance, the Customer agrees to use PIN which is set by the Customer and/or One Time Password which is provided by the Bank as electronic signature to give Instructions, make operations or enter into transactions in relation to the accounts, products and services under this Terms and Conditions. The customer understands and accepts that the legal consequences of applying PIN and/or One Time Password as electronic signature are as follows:

- a. 使用密码和/或动态验证密码实施电子签名的，即表示客户确认相关指示、操作或交易的全部内容并同意受其约束；  
The Customer confirms the entire content of relevant Instructions, operations or transactions by using PIN and/or One Time Password as electronic signature, and agrees to be bound by them;
- b. 银行根据银行的安全程序对使用密码和/或动态验证密码实施的电子签名完成验证，即表明银行已完成对客户的身分验证；  
The authentication of identity of the Customer shall be deemed to be completed upon Bank's verification of the PIN and/or One Time Password as electronic signature according to Bank's security procedures;
- c. 使用密码和/或动态验证密码实施电子签名的任何指示、操作或交易均视为客户本人的行为，因此产生的相应操作/交易记录均为相关银行业务的有效凭据；  
Any Instructions, operations or transactions made by using PIN and/or One Time Password shall be deemed to be made by the Customer himself/herself, and the records resulting thereof shall be the valid evidences of related business;
- d. 客户使用密码和/或动态验证密码的电子签名是可靠的电子签名，与客户的手写签名具有同等法律效力；  
The electronic signature by Customer's using of PIN and/or One Time Password is reliable electronic signature and shall have same legal effect as Customer's handwriting signature;
- e. 客户同意补偿银行因执行该等指示、操作或交易而产生的任何损失、成本和费用。  
The Customer undertakes to indemnify the Bank against any loss, damages, costs and fees it suffers from the execution of such Instructions, operations or transactions.



- 5.3** 银行在按有关指示行事前可以要求客户以电话或以其他方式确认以上述方式作出的指示。**客户同意银行对客户与银行的所有电话对话进行录音。**如银行认为客户之指示有含糊或不一致之处，在银行认为该含糊或不一致获得满意解决之前，银行可不按此等指示行事。

The Bank may require the Customer to confirm by telephone or other means the Customer's Instructions given as aforesaid before acting upon such Instructions. **The Customer agrees to the Bank's recording all the Customer's telephone conversations with the Bank.** If in the Bank's opinion, there is any ambiguity or conflict in respect of the Customer's Instructions, the Bank may choose not to act upon them until the ambiguity or conflict has been resolved to the Bank's satisfaction.

- 5.4** 在遵守任何适用的中国法律和法规的前提下，只要客户符合银行的核验要求，客户即可通过电话或其他方式，用客户已签署的开户申请表中所用的同一名义开立更多账户，而无须再签署另一份开户申请表。客户可采用客户任何现有账户的任何现有签字样本，作为新开立或增设账户的签字样本。

Subject to any applicable laws and regulations of China, the Customer may open more accounts carrying the same title as the account opening application the Customer has signed, via telephone or other means, without signing another account opening application, as long as the Customer has satisfied the Bank's validity check. For signature specimens of new or additional accounts, the Customer may adopt any of the existing signature specimens from any of the Customer's existing account.

## 对账单、通知书、告示等的接收 Receipt of Statement, Advice, Notice, etc.

- 6.1** 银行发出的任何对账单、通知书、确认书、告示、函件或文件如发至客户在银行登记的最新地址即为有效发出，并视为在该通讯方式的通常送达时间内已由客户收取。任何对账单、通知书、确认书、告示、函件或文件如以电子信息方式发送到客户在银行登记的最新电子邮件地址，该等通知应被视为立即送达。

Any statement, advice, confirmation, notice, communication or document to be given by the Bank will be validly given if dispatched to the Customer's address latest registered with the Bank and will be deemed to have been received by the Customer within a generally acceptable time for that means of communication. Any statement, advice, confirmation, notice, communication or document sent by an electronic message to the Customer's e-mail address latest registered with the Bank shall be deemed to have been received immediately.

- 6.2** 就电子邮件通讯方式而言，银行已经采取了某些措施为客户的电子邮件通讯提供安全环境。然而，基于互联网的现实情况，银行无法保证通讯信息的保密性。**客户同意并确认，在通过互联网的通讯中，银行发给客户或是客户发给银行的包括但不限于账号、存款、交易、产品有关的信息，都可能发生延误、丢失和/或被第三方访问到。客户同意并确认，银行对自身内部系统以外的数据安全和保密不承担责任。除非因银行的故意或重大过失直接导致的除外，银行对因银行无法合理控制的任何传输或者通讯设施中产生的任何延迟或者失误引起的发送给客户的信息的任何延误或丢失不承担责任。**

就邮寄送达和人工送达而言，客户确认其在银行登记的任何地址类型（包括但不限于住址、单位地址、邮寄地址等）下的最新地址为有效送达地址，适用范围包括非诉时本条款和条件项下的各类通知、文件以及本条款和条件发生纠纷的法律文书的送达地址，包括争议进入民事诉讼程序后的一审、二审、再审和执行程序中的送达。因以下情形导致通知、文件和法律文书未能被客户接收的，依然产生送达的法律后果：(a) 因客户提供或确认的送达地址不准确的；(b) 送达地址变更后未及时书面告知银行和人民法院的；或(c) 客户拒绝签收的。发生上述情形时，邮寄送达的，以通知、文件和法律文书退回之日视为送达之日；直接送达的，送达人当场在送达回执上记明情况之日为送达之日。

With regard to the communications via email, the Bank has taken certain steps to provide a secure environment for the Customer's personal information via email. However, due to the nature of the Internet, the Bank cannot guarantee the confidentiality of such information. **The Customer hereby agrees and acknowledges that communications sent to the Customer by the Bank or by the Customer to the Bank via the Internet, including but not limited to the information relating to, or any particulars of, the Customer's account, any deposits held with the Bank, any transactions and/or products, could be delayed, lost and/or accessed by third parties in the course of such communications being sent to or by the Customer. The Customer agrees and acknowledges that the Bank accepts no liability for the security and confidentiality of data outside its own internal systems. Except the delays or errors are directly caused by wilful misconduct or gross negligence of the Bank, the Bank is not responsible for any delays or errors or lost in any information sent to the Customer, as a result of any delay or error occurred in any transmission or telecommunication facilities beyond the reasonable control of the Bank.**

The Customer agrees that if any notices, files or legal documents related to the dispute arising from the Terms and Conditions (including the first instance, second instance, retrial and enforcement procedure after such dispute is brought into civil legal proceeding) is served in person or via mail, the latest address(s) the Customer provides to the Bank under any type of address (including but not limited to residential address, company address or mailing address) shall be the effective address(s) for service to the Customer. Any notice, file or 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 the Customer due to the following reasons: (a) the address for service provided or confirmed by the Customer is not accurate; (b) any change of the address for service is not notified to the Bank and the court in written; (c) the Customer refuses to sign for receipt. Under above circumstances, any notice, file or legal document shall be deemed to have been served on the date of it being returned if it is served via mail, or on the date when the person serving it records the situation on return receipt if it is served in person.

## 对账单、通知书或确认书 Statement, Advice or Confirmation

- 7.1** 列明账户借项和贷项的对账单以及客户交易的摘要将由银行按月在结算日后的十四天内发出。除另有明确规定外，通知书或确认书由银行在任何交易活动发生后的十四天内发出。如在对账单当月客户未发生任何交易，则银行有权中止向客户提供对账单直至新的交易活动发生。

A statement of account setting out debits and credits to an account and a summary of the Customer's transaction will be issued by the Bank monthly and within 14 days following the statement cycle day. Unless otherwise expressly provided, the Bank will issue an advice or confirmation within 14 days of any transaction. In the event that no transaction occurs in the statement cycle month, the Bank may suspend the Customer's statement till the occurrence of any new transaction.

- 7.2** 客户同意应自行负责确保每份对账单、通知书或确认书在合理时间内由客户及时收取，及如未能及时收取时应立刻向银行作出查询并索取该等文件。客户承诺核实每份对账单、通知书或确认书的准确性，及如其记录或细节有任何矛盾、遗漏、错误或不准确之处，客户将在收到或被视为收到上述任何文件后的三十天内书面通知银行。三十天期满后，银行的记录及对账单、通知书或确认书的详情，对客户而言，应是决定性的证据，对于它们的准确性无须进一步的证明，但客户已按上述方式书面通知银行的任何指称的错误且银行对该等其错误或不准确的记录作出调整和修改的除外。

The Customer agrees that it is the Customer's sole responsibility to ensure that every statement, advice or confirmation is received in due time and to enquire with and obtain the same from the Bank forthwith if not duly received. The Customer undertakes to verify the correctness of each statement, advice or confirmation, and to notify the Bank in writing within 30 days from its receipt or deemed receipt of any discrepancies, omissions, errors or wrong or incorrect entries or details. At the end of the period of 30 days, the Bank's records and the details of the statement, advice or confirmation shall be conclusive evidence against the Customer without any further proof that they are correct except as to any alleged errors so notified in writing and subject to the Bank's right to adjust and amend such entries or details wrongly or mistakenly made by the Bank.

- 7.3** 除下列情况外，银行就针对有关账户及有关对账单、通知书或确认书中载明的交易细节提出的任何索赔不承担责任，即使在账户记录、对账单、通知书或确认书中有矛盾、遗漏、错误、不准确或不正确的记录或详情，即使该等矛盾、遗漏、错误、不准确或不正确的记录或详情是由于伪造、欺诈、缺乏授权、疏忽还是其他原因的记录、处理或支付所导致：

The Bank shall be free from all claims in respect of the account and the particulars of the transaction contained in the statement, advice or confirmation notwithstanding any discrepancies, omissions, errors or wrong or incorrect entries or details as so stated whether made, processed or paid out as a result of forgery, fraud, lack of authority, negligence or otherwise by any person whatsoever except:

- a. 银行的雇员、代理人或员工的伪造或欺诈行为所引起的未授权交易；或  
Unauthorized transactions arising from forgery or fraud by any of the Bank's employees, agents or servants; or
- b. 银行或银行的雇员、代理人或员工的重大过失所引起的其他未授权交易。

Other unauthorized transactions arising from the default or gross negligence on the Bank's part or on the part of any employees, agents or servants of the Bank.

- 7.4** 即使客户未履行任何对账单、通知书或确认书须客户签字确认并且寄回之要求，本条的前述规定对客户仍具约束力。

The foregoing provisions of this Clause shall be binding on the Customer notwithstanding any statement, advice or confirmation may call for signed acknowledgement and return by the Customer which the Customer has not so arranged.



## 可结算资金 Cleared Funds

所有的提款或投资只有在客户账户中有足够及可结算的资金才可作出。如客户的资金不能结算，客户所作的任何提款或投资将由客户归还。客户同意银行在此基础上购入或贴现所有支票或汇票。

The Customer against cleared and sufficient funds in the Customer's account may only make all withdrawals or investments. The Customer will repay any withdrawal or investment made by the Customer if the Customer's funds are not cleared. The Customer agrees all checks or drafts will be purchased or discounted by the Bank on this basis.

## 外币和涉外收入申报

### Foreign Currency and Reporting for Receipt from Abroad

- 9.1** 银行可把任何款项转入任何账户，或根据下述第 12 条规定抵销任何账户中的贷方结余（不论到期与否）用以支付客户的任何投资或结清客户的任何债务。如有关的账户使用的是不同币种，银行可按银行适用的汇率将有关数额兑换成相应币种。

The Bank may transfer any amount to any account or, in accordance with Clause 12 below, set off any credit balance in any account (whether matured or not) for making payment for any investment or for settling any of the Customer's liabilities. If the relevant account is denominated in a different currency, the Bank may convert any relevant sum into the appropriate currency at the Bank's applicable exchange rate.

- 9.2** 如资金以外币形式被汇至另一个国家或在另一个国家支付，该资金将会按银行的往来行或代理行当时适用的通行买入汇率兑换成该国货币支付给收款人，但已事先作出其他安排的除外。

If funds are sent to or paid in a country in a foreign currency, the funds will be payable to the payee in the currency of that country at the prevailing buying rate of the Bank's correspondent or agent unless other prior arrangements have been made.

- 9.3** 外币交易具有风险，包括潜在价值损失和可能不时出现的外汇管制。若客户以人民币或其他外币兑换为投资币种投资于以该投资币种计价的产品，在将该投资币种转换回原有币种时，可能因汇率变动而遭受本金的损失，银行对该等损失不承担任何责任。

**Investing in foreign currencies entails Risks, including potential exposure to loss of value & exchange controls that could arise from time to time. If the Customer invests in any product denominated in an investing currency by converting RMB or other foreign currency to such investing currency, the Customer may incur losses on its principal when converting such investing currency back to the original currency. The Bank shall not be held liable for such losses.**

- 9.4** 关于须向国家外汇管理局申报的涉外收入，客户有义务依据规定，在规定申报时效内完成申报。客户在此授权银行在相关法令许可的范围内，代表客户填写各项申报事宜，且银行根据进账单填写的申报单项下的各项内容，均视为已被客户确认和接受，并由客户承担申报结果。

For receipt from abroad, which must be reported to SAFE, the Customer has the responsibility to report within valid time. The Customer hereby authorizes the Bank to report on his/her behalf, to the extent permitted by the regulator, based on incoming message of receipt. The Customer acknowledges and confirms the content of the report and the Customer shall be liable for the report.

## 收费及利息

### Fees and Interest

- 10.1** 所有服务将按适用的中国法律规定以及银行届时有效的收费表收取费用，银行在客户要求时须向客户提供银行届时有效的收费表。银行向客户提供的所有贷款及授信服务均附带利息，且客户须就该等贷款及授信服务向银行缴交服务年费（如有）、定期最低还款数额以及（如逾期支付）逾期付款费或罚息，费率为银行按照有关的中国法律和法规就服务不时确定的费率。

All services will be charged in accordance with applicable law of China and the Bank's then prevailing fee schedule and a prevailing fee schedule of the Bank is available to the Customer upon request. All loan and credit facilities extended by the Bank to the Customer shall carry interest and be subject to payment of annual service fee (if applicable), periodic minimum repayment amount and (in case of late payment) late charge or default interest in the Bank's favour at the rates from time to time respectively fixed by the Bank for facilities in accordance with relevant laws and regulations of China.

- 10.2** 根据客户的授权书，或客户与银行之间的约定或在适用的中国法律允许的情况下，银行可在任何账户中扣除客户应支付的任何税项、费用、利息、逾期付款费、罚息、收费或开支。银行可将银行之费用或收费包括在银行向客户所报或为客户所办理的投资的价格或费率内，并保留该等费用或收费作为银行的收益。

In accordance with the Customer's authorization letter or the agreement between the Customer and the Bank or as permitted under the applicable laws of China, the Bank may debit any account with the amount of any tax, fee, interest, late charge, default interest, charge or expense payable by the Customer. The Bank may also include the Bank's fee or charge in the price or rate for the investment the Bank quotes to or transacts for the Customer and retains such fee or charge for the Bank's benefit.

- 10.3** 银行可就为客户办理的任何交易接受来自任何花旗集团机构或第三方的返还、付费及其他形式的付款，及为银行的利益保留上述款项。

The Bank may accept rebates, fees and other forms of payment from any Citigroup Organization or third party on any transaction effected for the Customer and retain the same for the Bank's benefit.

- 10.4** 银行为保留、保护或执行银行的权利而产生的全部成本和开支（包括律师费及为套期保值、冲抵交易或类似合同所发生的费用），经银行要求由客户给予补偿，适用的中国法律规定应由银行承担的除外。

All costs and expenses (including legal costs and costs for hedging, unwinding or similar contracts) incurred by the Bank in connection with the preservation, protection or enforcement of the Bank's rights will be reimbursed by the Customer upon the Bank's demand, except those to be borne by the Bank as provided by the applicable laws of China.

## 税收 Taxes

**11.1** 客户根据本条款和条件或根据本条款和条件下交付的任何单据作出的任何支付（不论是本金、利息、费用或其他款项）应不受任何现行或将来的税收、征税、关税、减除、收费或预提税及所有有关的责任所影响或扣除，但对净收入征收的税收和美国及其任何政府部门的全部所得税及特许经营权税收除外（所有此等非除外税收统称为“税收”）。如果客户依法须从本条款和条件下的付款内作出任何该类扣除，

Any and all payments (whether of principal, interest, fee or otherwise) to be made by the Customer under these terms and conditions or under any instrument delivered hereunder shall be made free and clear of and without deduction for any present or future taxes, levies, imposts, deductions, charges, or withholdings, and all liabilities with respect thereto, excluding taxes imposed on net income and all income and franchise taxes of the United States and any political subdivisions thereof (all such non-excluded taxes hereinafter referred to as “Taxes”). If the Customer shall be required by law to make any such deduction from any payment hereunder,

a. 客户应付的款项须增加，使得在作出所要求的扣除（包括对本条项下应付的额外款项的扣除）后，银行实际收到的数额等于在未作此等扣除的情况下银行应可收到的数额；

The sum payable by the Customer shall be increased as may be necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Clause) the Bank receives an amount equal to the sum the Bank would have received had no such deductions been made;

b. 客户须作出该类扣除；及

The Customer shall make such deductions; and

c. 客户须按照适用的法律或法规（见 24.4 条定义），向有关税务当局或其他部门全数缴付扣除金额。

**The Customer shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with applicable Law or Regulation (as defined in Clause 24.4).**

此外，客户同意支付因依本条款和条件作出付款或因签署、交付或登记本条款和条件下发出的单据或与之有关的其他事项而产生的现在或将来的任何印花税或就文件征收的税或任何其他消费税或财产税或收费或类似的征税（统称为“其他税项”）。

In addition, the Customer agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, any instrument delivered hereunder (hereinafter referred to as “Other Taxes”).

**11.2** 客户将向银行全额补偿银行支付的税收或其他税项（包括任何司法管辖区对根据本条缴付的款项所征收的税收或其他税项）或其他因而产生之债务（包括罚金、利息及支出），不论此等税收或其他税项是否为正确或依法征收。本项补偿应在银行提出书面支付要求后的三十天内作出。

The Customer will indemnify the Bank for the full amount of Taxes or Other Taxes (including any Taxes or Other Taxes imposed by any jurisdiction on amounts payable under this Clause) paid by the Bank or any liability (including penalties, interest and expenses) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted. This indemnification shall be made within 30 days from the date the Bank makes written demand therefor.

**11.3** 在缴付税收或其他税项后的三十天内，客户将向银行提供收据的正本或经证实的副本证明该等付款。如果任何付款无须缴纳税收或其他税项，客户将向银行提交由适当的税务部门发出的证明书，或一份银行接受的专业顾问意见书，声明该付款免于或无须支付税收或其他税项。

Within 30 days after the date of any payment of Taxes or Other Taxes, the Customer will furnish to the Bank the original or certified copy of a receipt evidencing payment thereof. If no Taxes or Other Taxes are payable in respect of any payment, the Customer will furnish to the Bank a certificate from each appropriate taxing authority, or an opinion of counsel acceptable to the Bank, in either case stating that such payment is exempt from or not subject to Taxes or Other Taxes.

**11.4** 在客户缴付根据本条款和条件及按本条款和条件交付单据项下的全部本金和利息之后，客户的上述协议及义务应仍然存在。本条规定在本条款和条件下不影响客户的其他协议和义务的存续。

Without prejudice to the survival of any of the Customer's other agreements and obligations hereunder, the Customer's above agreements and obligations shall survive the payment in full of principal and interest hereunder and under any instrument delivered hereunder.

## 抵销权 Right of Set Off

客户同意除了银行在法律上拥有的权利外，银行可向客户发出通知将客户的任何或所有账户（不管在何处及为何目的在银行开立，也不论到期与否）与客户欠银行的债务合并，并将存放在客户任何账户内的款项划付给银行，用以清偿或抵销客户欠银行的债务，无论该等债务是主债务还是担保债务，个别的还是连带的，还是以其他货币为单位。该等清偿或抵销自通知到达客户时生效。为此目的，客户在此不可撤销地授权银行将客户的任何账户内的余额按银行自行确定的汇率兑换成客户欠款的结算币种以清偿或抵销客户欠银行的未还债务。

The Customer agrees that in addition to rights to which the Bank may be entitled at law, the Bank may, with notice to the Customer, combine or consolidate any or all of the Customer's accounts (wherever situate and maintained with the Bank for whatever purpose and whether matured or not) with the Customer's liabilities to the Bank and set off or transfer any sum or sums standing to the credit of any of the Customer's accounts in or towards satisfaction of the Customer's liabilities to the Bank, whether such liabilities be primary, collateral, several, joint or in other currencies. Such repayment or set-off will take effect once the notice reaches the Customer. Toward this end, the Customer hereby irrevocably authorizes the Bank to convert any sum or sums standing to the credit of any of the Customer's accounts at the exchange rate in Bank's own discretion to the currency of the Customer's liabilities to the Bank, in order to repay or set off the Customer's liabilities to the Bank.

## 投资资料与银行及银行雇员之立场

### Investment Information and Position of the Bank and Its Staff

客户请求银行就银行认为对客户可能有利的任何投资机会同客户联系。客户充分理解：

The Customer requests the Bank to contact the Customer on any investment opportunities that the Bank believes may be of interest to the Customer. The Customer fully understands that:

- a. 银行并无义务向客户提供任何金融、市场或投资方面的资料、建议或推介，但如银行进行上述行为，银行亦并非以顾问身份行事；  
The Bank is not obliged to provide the Customer with any financial, market or investment information, suggestion or recommendation, but if the Bank so acts, the Bank does not act as an adviser;
- b. 尽管来自银行认为可靠的渠道，该类资料、建议或推介仅供客户参考及使用，且不构成银行向客户出售该等投资的要约，银行并不就任何资料、建议或推介的准确性或完备性及客户收到后进行投资的回报或结果作出任何声明、承诺或保证，也不承担任何责任；  
Such information, suggestion or recommendation, although based on sources believed by the Bank to be reliable, are for the Customer's own use and consideration only and will not constitute the Bank's offer to sell such investment to the Customer, and the Bank makes no representation, warranty or guarantee as to, and shall not be responsible for, their accuracy or completeness, or the performance or outcome of any investment made by the Customer after their receipt;
- c. 银行的员工可获准为其自身利益进行投资及外汇交易。在此情况下，银行将制定书面政策并要求员工遵守；  
The Bank's employees may be permitted to enter into investment and foreign exchange transactions on their own account, and in such event, the Bank will have a written policy communicated to the Bank's employees for their compliance;
- d. 银行或银行的任何员工可依据前述（c）段规定为自身利益在任何时候与客户进行对盘交易。  
The Bank or any of the Bank's employees transacting on its or his own account under paragraph (c) above may at any time take an opposite position.



## 责任限制与补偿

### Limitation of Liability and Indemnity

客户同意，除银行重大疏忽或故意的不当行为外，银行就本条款和条件中所述任何事宜采取或没有采取任何行动不承担责任且客户将就此向银行作出全额补偿，包括（但不限于）：

The Customer agrees that except in the case of the Bank's gross negligence or wilful misconduct, the Bank will not be under and the Customer will fully indemnify the Bank against any liability for taking or omitting to take any action in relation to any matter herein including (but not limited to) the following:

- a. 银行按本条款和条件规定进行任何账户的操作及提供投资、保管或其他服务；  
The operation of any account and the Bank's provision of investment, safekeeping or other services pursuant to the provisions hereof;
- b. 银行进行任何交易的能力因银行无法控制的原因或因素而受到限制或影响；  
The Bank's ability to account for any transaction is restricted or affected for any reason or cause beyond the Bank's control;
- c. 在任何交易中任何经纪人、代理人、联络人、托管人或交易对方的作为或不作为（包括任何疏忽或违约）；  
Any actions or omissions (including any negligence or default) of any broker, agent, correspondent, custodian or counterparty involved in any transaction;
- d. 因任何传送或通讯设施，或外部结算系统的故障、迟延或中断而引起的任何损失或损害；  
Any loss or damage caused by breakdown in or delay or failure of any transmission or communication facilities, or external clearing systems;
- e. 因税收、抵扣、预提税、关税或折旧、市场因素或任何银行无法控制的原因而导致客户的资金或投资无法提供或价值降低；  
Any unavailability or diminution in the value of the Customer's funds or investments due to taxes, deductions, withholdings, imposts or depreciation, market factors or any cause beyond the Bank's control;
- f. 依据银行诚信地认为是客户或任何有权代表客户作出指示之人士用书面、口头、电话、传真或电子方式发出的指示而作出的行为，不管届时情势或交易性质，也不管发出或收取该等指示或该等指示的内容是否有错误、误解、欺诈、伪造或含糊之处。  
Acting on any written, verbal, telephone, facsimile or electronic Instructions given by any person whom the Bank believes in good faith to be the Customer or to have authority to give Instructions on the Customer's behalf, regardless of the prevailing circumstances or the nature of the transaction and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in the giving, receipt or contents of such Instructions.

## 联名账户 Joint Account

**15.1** 如任何账户以一个以上的人的名义开立，则所有对“客户，客户的”提及应视为改变成“所有客户，所有客户的”，且客户的所有协议、权利和责任也相应地视为是连带的。

If any account is opened in the names of more than one person, then all references to “the Customer, the Customer's” will be deemed to be changed to “the Customers, the Customers” and all agreements, rights and liabilities on the Customer's part shall accordingly be deemed to be joint and several.

**15.2** 银行如向客户之中任何一人发出通知，即已履行银行对客户的通知义务。在不影响银行对客户之中任何其他人的权利和补救的前提下，银行可对客户之中任何一人的债务进行和解或变更，或向客户之中任何一人解除担保或提供时间宽限、豁免或其他的宽免。

The Bank's obligation to notify the Customer will be discharged if the Bank notifies any one of the Customers. Without affecting the Bank's rights and remedies against any other of the Customers, the Bank may compound or vary the liability of, release any security to, or grant time, waiver or other indulgence to, any of the Customers.

**15.3** 联名账户中的所有投资应视为由客户以共同及尚未分割份额的形式拥有。

All investments in a joint account will be deemed to be held by the Customers in joint and undivided shares.

**15.4** 在适用的中国法律法规允许的限度内，银行可将包括以客户之中一人或多人名义收取的支票或汇款在内的投资贷记入客户的账户。

To the extent permitted by applicable laws and regulations of China, the Bank may credit the Customer's account with investments including checks or remittances received in the name of any one or more of the Customers.

**15.5** 客户在此共同确认并同意，在任何时候，银行均不对客户相互之间因联名账户而发生的任何争议而承担任何责任。

The Customers hereby jointly confirm and agree that the Bank shall at no time be liable for any dispute between the Customers arising out of the joint account.

**15.6** 如果客户（即账户持有人）之中任何一个人死亡，生存的账户持有人知悉并同意，银行有权暂停执行生存的账户持有人对联名账户的任何指令直至银行收到有权机关（包括但不限于法院和公证处）对联名账户项下资产权属以及处置的书面文件，并根据该书面文件的规定行事。对生存的账户持有人以及已死亡的账户持有人的继承人之间的因联名账户而发生的任何争议，银行不承担任何责任。

In the event of death of any one of the Customers (i.e., the accountholders), any of the survival Customers acknowledges and agrees that the Bank has the right to stop executing any instructions made by the survival Customers about the joint account unless and until the Bank receives a written order made by a competent authority (including but not limited to a court and a notary public office) on the ownership or disposal of the assets in the joint account; and the Bank shall take actions based upon such written order. The Bank shall not be liable for any disputes between the survival Customers and the inheritor of the deceased Customers arising out of the joint account.



## 负债证明书 Certificate of Indebtedness

任何由银行发出注明客户尚欠银行金额的证明书将是决定性的并对客户有约束力，除非有明显错误。

Any certificate issued by the Bank as to the amount at any time owing to the Bank by the Customer will be conclusive and binding upon the Customer save as manifest error.

## 提供及披露资料

### Supply and Disclosure of Information

**17.1** 客户应向银行提供银行可能不时要求的该等信息并按照银行的要求不时更新该等信息，以使银行和花旗集团机构能够遵守任何法律或法规（见 24.4 条定义）。特别地，若客户在任何时候成为美国联邦所得税项下的美国人士时，客户须在三十天内通知银行，并向银行提交任何适用于客户的以及银行不时要求的相关的美国税务文件或豁免文件或其他相关文件和信息。

The Customer shall provide the Bank with such information as the Bank may require from time to time, and shall update that information as required by the Bank from time to time, to enable the Citigroup Organization to comply with any Law or Regulation (as defined below in Clause 24.4). In particular, if at any time in the future the Customer becomes a US person for purposes of US federal income tax, the Customer must within 30 days contact the Bank and complete and return to the Bank any relevant US tax or waiver documentation that may apply to the Customer and that the Bank may request from time to time.

**17.2** 客户明白，如客户未能就其所需的金融产品或服务提供银行所要求的资料，银行可能不能为客户提供任何服务。

The Customer understands that the Bank may not be able to provide any service to the Customer if the Customer fails to provide any information requested by the Bank.

**17.3** 银行对客户信息予以保密；但是客户兹授权银行可为向客户提供其所需的金融产品或服务之目的（包括但不限于为交易、数据处理、统计、税务要求、风险分析、信用监控、风险管理之目的）或为遵守任何法律或法规（见 24.4 条定义）之目的向以下各方（不论该方位于何处）以及该等各方选择的任何第三方（不论该等第三方位于何处）透露客户的任何个人及账户资料或记录：

**The Bank will undertake confidentiality on the Customer's information; but the Customer hereby authorizes the Bank to disclose the Customer's personal and account information or records to any of the following parties (wherever situated) and any third parties (wherever situated) selected by any of the following parties for the purpose of providing required product or service (including, without limitation, for transaction, data processing, statistic, tax, risk analysis, credit monitor, risk management) or for compliance with any Law or Regulation (as defined in Clause 24.4).**

- a. 任何花旗集团机构；  
Any Citigroup Organization;
- b. 银行或银行的任何分支行或花旗集团机构的全部或任何部分资产或业务的实际或可能的参与人或次级参与人、受让人或继承人；  
Any actual or proposed participant or sub-participant in, or transferee, assignee or successor of, all or any part of the assets or business of the Bank or any of the Bank's branches or sub-branches or Citigroup Organizations;
- c. 对客户在本文件中的义务提供或拟提供保证或第三方担保的任何方；  
Any party giving or proposing to provide a guarantee or third party security to secure the Customer's obligations herein;
- d. 任何金融机构、交易对方、赊账卡或信用卡发行公司、信用咨询服务机构、代理人、服务供应商、承包商或商户；  
Any financial institutions, counterparties, charge or credit card issuing companies, credit reference agencies, agents, service providers, contractors or merchants;
- e. 任何已经或将会与银行或收取该等数据的人建立业务关系的人士，不论此等个人及账户资料或记录在何时或从何处取得。而上述人士或机构均可在其进行任何业务的过程中使用有关资料；和  
Any other person who has established or proposes to establish any business relationship with the Bank or recipient of such data, any of the Customer's personal and account information or records collected at any time and from whatever source, and any such person or entity may utilize such information in the course of any business carried on by him or it; and
- f. 任何司法区域（本国或外国）内的任何有权的监管、检察、税务或政府机构或对银行或花旗集团机构有约束力的法律或法规（见 24.4 条定义）、法院、监管部门或法律程序所要求或允许的任何其他方。  
Any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign or any other party as permitted or required by any Law or Regulation (as defined in Clause 24.4), court, regulator or legal process binding on Citigroup Organization.

银行将要求上述各方 (i) 仅为本 17.3 条之目的使用客户的任何个人及账户资料或记录，并 (ii) 由上述各方确保其选择的任何第三方仅为本 17.3 条之目的使用客户的任何个人及账户资料或记录。**如因上述各方和/或其选择的任何第三方非为本 17.3 条之目的使用客户的任何个人及账户资料或记录而导致客户产生任何损失，除非适用法律另有规定，银行对此不承担任何责任。**

The Bank will require the aforementioned parties (i) to use the Customer's personal and account information or records solely for the purpose of this Clause 17.3, and (ii) to ensure that any third parties selected by any of the aforementioned parties to use the Customer's personal and account information or records solely for the purpose of this Clause 17.3. **Except the applicable law indicates otherwise, the Bank shall not be liable for any losses incurred by the Customer as a result of any aforementioned parties and/or any third parties selected by any of the aforementioned parties using the Customer's personal and account information or records for purpose other than that indicated in this Clause 17.3.**

## 违约及终止

### Default and Termination

在不影响银行在上述第 2.5 款项下权利的前提下，银行可给予通知：1) 在客户的任何账户连续五 (5) 个月未发生任何由客户发起的交易 (为避免误解，账户自动计息、银行自动扣除账户管理费和年费以及小额管理费不属于客户发起的交易) 或连续五 (5) 个月账户余额为零的情况下；或 2) 在客户违反本条款和条件任何条款或有关账户管理的任何中国法律法规的情况下；或 3) 在客户未能向银行提供上述第 17.1 条和第 17.2 条所述的信息或资料的情况下；或 4) 为遵守任何法律或法规 (见 24.4 条定义) 的要求：

Without prejudice to the Bank's right under Clause 2.5 above, 1) in the event that any of the Customer's account remains inactive without having any customer s initiated transactions (for avoidance of any doubts, the activities conducted by the bank to accrue/credit interest and auto-charge account maintenance fee and annual fee are not considered as customer initiated transactions) for over five(5) months or remain zero balance for over five(5) months, or 2) in the event that the Customer fails to observe and comply with any terms hereof or any laws and regulations of China regarding the account management, or 3) in the event that the Customer fails to provide any information or materials mentioned in Clause 17.1 and 17.2, or 4) for compliance with the requirement of any Law or Regulation (as defined in Clause 24.4), the Bank may with notice:

- a. 暂停、关闭或终止客户的相关账户、金融产品或服务，届时客户对银行所负的债务，不管是主债务还是担保债务，个别的还是连带的，现在的、将来的还是可能发生的，均立即到期应付，及/或

Block, close or terminate the Customer's relevant account, product or service, and the Customer's liabilities to the Bank at that time, whether primary, collateral, several, joint, present, future or contingent, shall forthwith become due and payable, and/or

- b. 变现或出售银行认为合适的客户的投资数额或采取银行认为合适的和必要的任何行动来偿还或清算客户欠付银行的任何债务而无须对客户承担责任。客户在此不可撤销地授权银行代表客户行事，银行有权自行决定出售或清算客户投资的所有有关事项。

Without any liability to the Customer, realize or sell so much of the Customer's investments or take all such actions as the Bank may deem fit and necessary to repay or settle the Customer's liabilities to the Bank. The Customer hereby irrevocably authorizes the Bank to act on the Customer's behalf. The Bank is entitled to use the Bank's discretion in all aspects on sale or liquidation of the Customer's investments.

## 转让 Assignment

银行可在任何时候通过向客户发出转让通知的方式，将其在本条款和条件项下的权利和/或义务转让给任何司法区域（本国或外国）内的任何其他实体/人士，客户同意该等转让通知可以银行自主酌情决定的任何书面形式作出，且该等转让无需另行取得客户的同意或批准。尽管有该等转让，本条款和条件将对客户继续有效，客户同意受并继续受本条款和条件的约束。未经银行书面同意，客户不得将其在本条款和条件项下的权利和/或义务转让给任何其他实体/人士。

The Bank may at any time assign or transfer any of its rights and/or obligations under these Terms and Conditions to any other entity/person in any jurisdiction, domestic or foreign, by giving a notice of the assignment or transfer to the Customer. The Customer agrees that the notice of assignment or transfer may be in any written form at the sole discretion of the Bank and no consent or approval from the Customer is required for such assignment or transfer. These Terms and Conditions will continue to be effective against the Customer, and the Customer agrees to be bound and continue to be bound by these Terms and Conditions notwithstanding such assignment or transfer. The Customer may not assign or transfer any of its rights and/or obligations hereunder to any other entity/person without the Bank's written approval.

## 利息 Interest

对于客户每日的欠款余额，银行可按不时规定的计息期、利率及支付时间收取利息。逾期款项由银行在中国法律允许的范围内按相关协议约定的罚息率以及计息方式计收罚息。

Interest will be charged on the daily balance of any amount outstanding from the Customer at such intervals and rates and payable at such times as the Bank may specify from time to time. Overdue sums will carry interest at the default rate and with the calculation methodology as indicated in the relevant agreement to the extent permitted by the law of China.

## 一般信贷规定

### General Credit Provisions

#### 21.1 客户特此将客户现在和将来在下列各项中的所有权利、所有权及利益，质押给银行并给予银行第一优先担保利益：

The Customer hereby pledges and grants to the Bank a first priority security interest in, all the Customer's right, title and interest, present and future, in and to

- a. 所有现在或将来由客户个人或经由银行而享有的在客户任何账户内的任何性质的所有存款（包括任何续期、延期或增加）、利益、款项及权利；及

All deposits of whatever nature (including any renewal, extension or addition), interests, sums and rights which the Customer individually or through the Bank may now or hereafter have in or to any of the Customer's accounts; and

- b. 任何远期外汇合同及其收入，(a)和(b)段中所述各项以下统称“个人资产”)作为对支付及清偿客户欠银行的所有现在及将来，共同或个别，直接或间接，实际或可能发生的债务的担保。

Any forward foreign exchange contracts and the proceeds thereof, (the items in (a) and (b) collectively, the “Individual Assets”) as security for the payment and discharge of all the Customer's present and future, joint or several, direct or indirect, actual or contingent, liabilities to the Bank.

本担保是对客户不时欠银行的债务的最终余额的持续性担保，附加于且不会损害或影响银行现在或将来持有的任何其他抵押、权利、保证、留置权、文件或其他担保，也不会与前述各项合并。

This security shall be a continuing security securing the ultimate balance of the Customer's liabilities from time to time owing to the Bank and is in addition to and shall not merge with or otherwise prejudice or affect any other collateral, rights, guarantees, liens, documents or other securities now or hereafter held by the Bank.

客户进一步同意，在客户清偿客户欠银行的全部债务之前，客户现在和将来抵押给银行的所有房地产产权协议及证书、及现在或将来任何时候不论是明确为了作为抵押品、安全保管或其他原因而存放在银行的所有股票、股份和其他可出售的证券（不论是否在客户名下及客户是否拥有权益）（以下统称“证券”）及上述各项的收益均质押给银行，作为对客户欠付银行的全部债务（包括所有利息、收费、开支及银行支付的律师费）的支付的持续性担保。客户进一步授权银行收取所有现在或今后就任何证券所得之利息、股息及红利。客户进一步同意，银行无须为客户或任何证券所遭受的任何损失或损害（不论由谁及因何引起）而承担任何责任。客户进一步同意，客户应根据银行的要求随时在客户拥有的资产或部分资产上设置担保或提供或安排提供担保，作为对客户随时欠付银行的全部债务的担保。

The Customer further agrees that until payment in full of all the Customer's liabilities to the Bank, all title deeds and documents of title in relation to land property now or at any time hereafter mortgaged to the Bank by the Customer and all stocks, shares and other marketable securities whether or not in the Customer's name or in which the Customer has any interest, now or at any time hereafter deposited with the Bank, whether for the express purpose as collateral security, or for safe custody or for any other purpose (hereinafter collectively referred to as “the Securities”) and their proceeds are pledged and shall remain so pledged to the Bank as a continuing security for the payment of all the Customer's liabilities to the Bank including all interests, charges, costs and fees for legal services paid by the Bank. The Customer further authorizes the Bank to collect all interests, dividends and bonuses now or hereafter payable in respect of any of the Securities. The Customer further agrees that the Bank shall not be answerable or responsible for any loss or damage whatsoever and howsoever caused which the Customer or any of the Securities may suffer. The Customer further agrees that the Customer shall at the Bank's request from time to time, create any security interest on any assets or part of assets owned by the Customer as the security for all the Customer's liabilities from time to time owing to the Bank.

客户特此不可撤销地指定银行担任客户的代理人，全权代表客户、以客户名义或以其他方式不时采取任何行动及签署任何银行认为需要或适当的文件和/或提交该等文件供审批、登记或备案，以达成本条之目的，该等文件包括但不限于存款所在司法管辖区的有效适用的中国法律法规所要求的任何有关完善本条所设担保利益的适当或必要的文件。

The Customer hereby irrevocably appoints the Bank to be the Customer's attorney, with full authority in the Customer's place and stead and in the Customer's name or otherwise, from time to time to take any action and to execute and/or submit for approval, registration or filing any document which the Bank may deem necessary or advisable to accomplish the purposes hereof, including, without limitation, any documents under any applicable laws and regulations of China as in effect in any of the jurisdictions where deposits may be made, as desirable or necessary to perfect the security interests hereby created.

**21.2** 在客户欠付银行任何债务期间，客户不会将个人资产的任何部分用来抵押、出让、出售、转让、质押或以其他方式处理或者向第三方赋予权利或导致第三方拥有权利，上述资产将会被再投资于银行所指定的各类存款中。

The Customer shall not, for any period during which the Customer has any liabilities to the Bank, charge, assign, sell, transfer, pledge or otherwise deal with or grant or suffer to arise any third party rights over or against any part of the Individual Assets which shall be reinvested in such deposit options as specified by the Bank.

如银行收到客户以另一种货币偿还客户任何债务的款项，该笔款项仅偿付了银行在收到该货币款项后的第一个营业日按惯常银行程序以该等货币金额所能购买到的债务货币的金额。如所购入的货币金额小于客户债务金额，即使法院有判决，作为一项独立的义务，客户应对银行遭受的任何损失给予补偿。

The receipt by the Bank of any of the Customer's liabilities in a different currency shall discharge such liabilities only to the extent that, on the first day on which the Bank is open for business immediately following such receipt, the Bank shall be able, in accordance with normal banking procedures, to purchase the currency of the liabilities with the currency received. If the amount of the currency so purchased shall be less than the amount of the Customer's liabilities, the Customer shall, as a separate obligation and notwithstanding any judgment of any court, indemnify the Bank against any loss sustained by the Bank.

银行并无义务采取本第 21 条所述任何行动。银行在任何时候可自行决定放弃银行对有关客户的债务的任何特定担保所享有的权利，但不会以任何方式影响或损害银行在本第 21 条中的任何权利。

The Bank shall not be obligated to take any action herein described. The Bank may at the Bank's discretion at any time relinquish the Bank's rights as to any particular security given in respect of the Customer's liabilities without in any way affecting or prejudicing any of the Bank's rights hereunder.



## 支付义务 Payment Obligations

在遵守中国法律（包括任何政府行为、命令、裁定和法规）的前提下，本条款和条件项下的所有支付义务应仅由客户开立账户的具体分支/支行承担。

All obligations hereunder are payable solely at and by the specific branch/sub-branch where the Customer's account is held, subject to the laws of China (including any governmental actions, orders, decrees and regulations).

## 预提税 Withholding Tax

客户同意，银行或花旗集团机构或其各自第三方服务提供商（见 24.6 条定义）有权不时根据适用的法律或法规（见 24.4 条定义）的要求对向客户支付的或来自或付至客户账户或任何账户的款项作出任何税收或其他方面的预提或扣减（包括对利息征收的所得税，合称为“预提款”）。银行或花旗集团机构或其各自第三方服务提供商有权根据法律或法规（见 24.4 条定义）的要求将任何预提款及时缴付至任何司法区域（本国或外国）内有权的监管、检察、税务或政府机构，并就该等缴付在合理可行的情形下尽快通知客户。客户认可银行将不会就经由任何支付基础设施提供商（见 24.6 条定义）预提或扣减的款项补偿客户。此外，在银行或任何花旗集团机构或任何其第三方服务提供商已经或将要以其自身资金向任何司法区域（本国或外国）内有权的监管、检察、税务或政府机构支付任何应由客户缴纳的预提款的范围内，客户应补偿该等支付的款项（包括任何附带的利息或罚款）。客户理解银行无需对任何司法区域（本国或外国）内有权的监管、检察、税务或政府机构的该等缴付要求进行抗辩。

The Customer agrees that the Bank or the Citigroup Organizations or Bank's or their Third Party Service Providers (as defined in Clause 24.6) is entitled, at any time, to withhold any tax or levies in respect of any payment made to the Customer, or to or from the Customer's account or any account (including interest income tax, together "Withholding Amount") in accordance with applicable Law or Regulation (as defined in Clause 24.4). The Bank or the Citigroup Organizations or Bank's or their Third Party Service Providers has the right to timely pay the Withholding Amount to any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign, in accordance with the requirement of Law and Regulation (as defined in Clause 24.4), and notify the Customer of such payment as soon as reasonably practicable. The Customer acknowledges that the Bank will not reimburse the Customer for any amount withheld or deducted through a Payment Infrastructure Provider (as defined in Clause 24.6). Further, to the extent the Bank or any Citigroup Organization or any of its and their Third Party Service Providers pays or has paid or will pay from its own funds to a competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign, in respect of a Withholding Amount which should have been paid by the Customer, the Customer shall indemnify the Bank for such payment, plus any interest and penalties thereon. The Customer understands that the Bank is not required to contest any demand made by a competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign, for such payment.

## 其他 Miscellaneous

- 24.1** 银行非常重视客户的隐私保护, 有关隐私保护政策的具体条款详见《个人信息保护政策》, 该政策涉及银行在向客户提供产品和服务过程对于客户个人信息的收集、使用、共享、转让、披露和删除等处理和保护。  
The Bank values the protection of the Customer's privacy. The Personal Information Protection Policy indicates how the Bank shall protect and handle the Customer's personal information in course of the provision of the products and services to the Customer with regard to collection, use, sharing, transfer, disclosure and deletion of the Customer's personal information.
- 24.2** 本条款和条件中, “客户”指银行的客户, 即在银行设立账户的持有人, 并包括一个或一个以上的个人。  
“Customer” in this Terms and Conditions refers to a client of the Bank, being holder of the accounts maintained with the Bank and including one or more individuals.
- 24.3** 本条款和条件中, “银行”指客户开立账户的花旗银行(中国)有限公司的具体分/支行。  
“Bank” in this Terms and Conditions refers to the specific branch/sub-branch of Citibank (China) Co., Ltd. where the Customer opened an account.
- 24.4** 本条款和条件中, “法律或法规”指任何司法区域(本国或外国)内的法律或法规或与任何司法区域(本国或外国)内的任何有权的监管、检察、税务或政府机构订立的或该等机构之间订立的任何协议。  
“Law or Regulation” in this Terms and Conditions refers to the law or regulation of any jurisdiction, domestic or foreign, or any agreement entered into with or between any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction, domestic or foreign.
- 24.5** 本条款和条件中, “动态验证码”或“短信验证码”指银行通过短信方式, 向客户登记注册在银行的有效手机号发送的动态验证码。  
“One Time Password” in this Terms and Conditions refers to the dynamic authentication password sent by the Bank via SMS to the effective mobile phone number registered by the Customer with the Bank.
- 24.6** 本条款和条件中, “支付基础设施提供商”指构成全球支付系统基础设施的一部分的第三方, 包括但不限于清算或支付系统、中间行和代理行。  
“Payment Infrastructure Provider” in this Terms and Conditions refers to a third party that forms part of the global payment system infrastructure, including without limitation communications, clearing or payment systems, intermediary banks and correspondent banks.
- 本条款和条件中, “第三方服务提供商”指银行或花旗集团机构或其管理人员、董事、员工、代理人、代表、专业顾问或第三方服务提供商选择的向其提供服务的、非支付基础设施提供商的第三方。第三方服务提供商的例子包括技术服务提供商、业务流程外包服务提供商和呼叫中心服务提供商。  
“Third Party Service Provider” in this Terms and Conditions refers to a third party selected by Citigroup Organization or its officers, directors, employees, agents, representatives, professional consultants or Third Party Service Providers to provide services to it and who is not a Payment Infrastructure Provider. Examples of Third Party Service Providers include technology service providers, business process outsourcing service providers and call centre service providers.
- 24.7** 除文意另有规定外, 本条款和条件使用的单数应包括了复数, 反之亦然; 表示一种性别的词语应包括了各种性别。  
As used here, the singular or plural number shall each include the other and words importing a gender shall include every gender unless the context otherwise indicates.
- 24.8** 每一项交易或与其有关的投资或金融工具应受其所在司法管辖区的法律管辖, 同时也受所有有关政府及其他监管部门及机构(包括, 如适用, 有关期权交易、交易所或市场)的规则、规定、守则及政策(如有)的制约。在进行交易过程中, 客户承诺遵守客户住所地所在司法管辖区和/或交易或与交易有关的投资或金融工具所在司法管辖区所有适用的(包括但不限于有关任何税务、外汇或资本管制, 支付、申报或备案)的法律、法规及规则, 并采取(无论是银行要求的或其他)一切行动使银行得以遵守所有适用的法律、法规及规则。  
Each transaction or its underlying investment or instrument shall be subject to the laws of the jurisdiction where it is made or located and also the rules, regulations, codes and policies of all relevant governmental and other regulatory bodies and agencies, including applicable options, exchanges or markets, if any. In undertaking any transaction, the Customer undertakes to comply with, and to take all action (either at the Bank's request or otherwise) to enable the Bank to comply with, all of the applicable laws, regulations and rules (with respect to, including, without limitation, any tax, foreign exchange or capital controls, payment, reporting or filing requirements) of jurisdiction of Customer's citizenship, domicile or residence and/or where the transaction or its underlying investment or instrument being made or located.

**24.9** 银行有权变更本条款和条件中的任何条款。若银行变更或修改本条款与条件的, 银行将通知客户。若客户在通知送达后的30天内没有要求提前终止本条款和条件或关闭现有账户的, 视为客户已经同意并接受该等修改的条款和条件, 在此种情况下, 银行无须收到客户的签字确认回执。

The Bank may change any term hereof. If the Bank changes or revises this terms and conditions, the Bank will notify the Customer. If the Customer fails to request early termination of these terms and conditions or close the existing account within 30 days after receipt of such notification, it will be deemed that the Customer has consented to and accepted such revised terms and conditions and in such circumstance, the Bank is not required to receive the signed acknowledgement from the Customer.

**24.10** 银行不会就银行提供给客户的任何金融产品或服务提供任何法律、税务或会计意见。客户应负责将客户在银行的投资、存款或其他合同申报或满足任何司法管辖区的其他要求。

The Bank will not give any legal, tax or accounting advice to the Customer regarding any of the Bank's products and services provided to the Customer. The Customer shall be responsible for any filing or other requirements of any jurisdiction relating to any of the Customer's investments, deposits or other contracts with the Bank.

**24.11** 客户在此特别授权银行依据适用的中国法律法规的规定并在中国法律允许的范围内向相关的政府机构办理与客户投资、存款或其他合同相关的申报、备案或其他手续, 包括但不限于向有关的外汇管理局办理国际支付申报手续。为前述目的, 客户将向银行提供该等申报、备案或手续所必须的足够信息, 并对该等信息的真实性承担全部责任。银行应对客户提供的申报信息实行严格保密制度。

The Customer hereby specially authorizes the Bank to declare, file or complete other procedures in relation to the Customer's investment, deposit or other contract with relevant governmental authorities in accordance with provisions of applicable laws and regulations of China and to the extent permitted by the law of China, which includes the completion of the declaration of international payment with relevant SAFE. For above purpose, the Customer will provide to the Bank with sufficient information necessary for such declaration, filing or procedures and shall be responsible for the authenticity of such information. The Bank shall strictly keep confidential the Customer's declaration information.

**24.12** 若客户授权银行根据本条款和条件或任何补充文件以客户的名义为银行的利益行事, 银行有权, 但无义务, 如此行事。

Where the Customer authorizes the Bank to act on the Customer's behalf for the Bank's interest and benefit under these terms and conditions or any Supplementary Document, the Bank shall have the right but not the obligation to do so.

**24.13** 银行不应被视为已作出弃权, 除非该弃权以书面形式作出。银行在执行本条款和条件中规定的任何条件或条款时所作出的任何宽限、容忍、延迟或延期, 或银行给予客户的时间宽限, 将不会损害、影响或限制银行的权利及权力。对任何违约放弃追究也不会构成对任何日后的违约放弃追究。本条所载银行的权利和补救为累计的, 且不排除中国法律规定的任何其他权利或补救。

The Bank shall not be deemed as having given a waiver unless such waiver is given in writing. No relaxation, forbearance, delay or indulgence by the Bank in enforcing any of the terms and conditions hereof or the granting of any time by the Bank to the Customer shall prejudice, affect or restrict the Bank's rights and powers nor shall any waiver of any breach operate as a waiver of any subsequent breach. The Bank's rights and remedies herein provided are cumulative and not exclusive of any other rights or remedies provided by the law of China.

**24.14** 如客户提供给银行的数据或资料有任何变更, 客户应尽快以书面形式将该等变更通知银行。

Should there be any change to the Customer's information or data which the Customer has provided to the Bank, the Customer shall notify the Bank in writing of such change as soon as possible.

**24.15** 如本条款和条件的任何条款被任何适用的中国法律认定为无效、非法或不可执行, 不应影响本条款和条件其他条款的效力, 也不应影响该条款根据任何其他司法管辖区的法律具有的合法性和可执行性。

If any provision hereof is void, illegal or unenforceable by any applicable law of China to which it is subject, it shall not affect the remaining provisions hereof, and it shall not affect the legality and enforceability of that provision under the law of any other jurisdiction.

**24.16** 除非另有相反的明确规定, 本条款和条件适用中国法律。客户在此不可撤销地接受银行所在地的法院管辖并放弃使客户及客户财产免于法律诉讼的豁免权。

Subject to any express provision herein to the contrary, the law in effect from time to time governs these terms and conditions. The Customer hereby irrevocably submits to the jurisdiction of the court where the Bank is located and waives any immunity from legal process in respect of Customer itself and Customer's assets.

**24.17** 本条款和条件以中英文书就。若有不一致, 以中文版为准。

These Terms and Conditions are written in both Chinese and English. In case of discrepancies, the Chinese version shall prevail.

## **金融产品及服务（限于适用的中国法律下银行可提供的产品和服务）**

### **PRODUCTS AND SERVICES (SUBJECT TO AVAILABILITY UNDER APPLICABLE LAW OF CHINA)**

以下部分概述了银行在符合适用的中国法律及法规的前提下可提供的金融产品和服务。银行可不时向客户介绍其他的金融产品及服务，即使客户并未书面确认适用于该类金融产品及服务的附加条款，银行仍可允许客户使用该类金融产品及服务。任何情况下，除本条款和条件之外，客户使用的任何金融产品及服务将受下列适用条款及其各自的附加条款和条件约束：

The following sections outline some of the products and services, which may subject to the Bank's availability and compliance with applicable laws and regulations of China be offered by the Bank. The Bank may from time to time introduce other products and services to the Customer, and the Bank may allow the Customer to utilise the same even if the Customer does not provide the Bank with a written acknowledgement of any additional terms and conditions governing such products and services. In any event, any products and services utilized by the Customer will be subject to, in addition to the Terms and Conditions, the terms set out in the following relevant sections insofar as they are applicable and their respective additional terms and conditions:

## 结算账户及活期储蓄账户 Settlement Accounts and Savings Accounts

**25.1** 客户同意遵守结算账户和储蓄账户的所有规定或条款。

The Customer agrees to observe all rules or terms applicable to the Settlement Accounts and the Saving Accounts.

## 通知存款, 定期存款及大额存单

### Notice Deposits, Time Deposits, and Certificate of Deposit

**26.1** 通知存款, 定期存款及大额存单可在银行存放。每次存款的具体条款和条件(包括利率、存款期限、币种及任何预定兑换率)应在其设立之时由双方约定。

Notice deposits, Time Deposits, and Certificate of Deposit may be placed with the Bank. Precise terms and conditions for each deposit including interest rate, tenor, type of currency and any pre-determined exchange rate will be agreed at the time of its set-up.

**26.2** 如银行未收到客户续延或提取任何通知或定期存款的指示, 银行可依据适用的中国法律、法规和规定处理存款之本息。

**If the Bank does not receive from the Customer any instruction for renewal or withdrawal of any notice or time deposit, the Bank may dispose the principal as well as the interest accrued in accordance with the applicable laws and rules of China.**

**26.3** 定期存款在到期前不能提取或终止。如银行同意在到期前终止, 客户同意银行可自行决定将原约定的定期存款利率变为当时适用的活期存款利率。

A time deposit may not be withdrawn or terminated prior to maturity. If the Bank consents to pre-mature termination, the Customer agrees the Bank may at the Bank's sole discretion change the original agreed interest rate for time deposit into the prevailing interest rate for current account.

**26.4** 银行可视乎情况不时向客户提供大额存单, 具体产品条件和条款受产品说明书等相关销售文件的约束。

The bank may, subject to availability, offer to the customer the Certificate of Deposit. The specific product terms and conditions shall be subject to the product sales documents including but not limited to product factsheet.



## 结构性存款类产品 Structured Deposit Products

**27.1** 银行可视乎情况不时向客户提供由银行发行的结构性存款类产品，包括但不限于结构性存款。

The Bank may, subject to availability, offer to the Customer the structured deposit products from time to time. The structured deposit products include but not limited to Structured Investment Account.

**27.2** 结构性存款类产品的具体条款和条件由银行与客户另行签署并受该等具体条款和条件约束。

The specific terms and conditions governing the structured deposit products shall be agreed by separate agreement and term sheet between the Bank and the Customer.



## 信贷服务 Credit Facilities

银行可视情况为客户提供信贷服务,包括但不限于贷款、信用卡、第三方保证、信用证、贸易或其他银行信贷服务,均受银行与客户另行签订的相关协议条款约束。客户亦同意就银行在提供任何此类信贷服务时所产生的所有成本、费用、债务及义务作出全额补偿(但法律法规明确规定应由银行承担的成本、费用除外)。

Subject to availability, the Bank may make available to the Customer Credit Facilities including, without limitation, loans, credit cards, third party guarantees, letters of credit, trading or other banking facilities which may be subject to the terms of the separate agreement between the Bank and the Customer. The Customer also agrees to fully indemnify the Bank against all costs, expenses, liabilities and obligations incurred by the Bank in connection with the Bank's provision of any such Credit Facilities(except for the costs and expenses that shall be borne by the Bank as clearly stipulated by applicable laws and regulations).

## 银行理财产品和代销产品

### Bank's Investment Products and Third Party Issued Products

**29.1** 银行可视乎情况不时向客户提供由银行发行的理财产品，包括但不限于代客境外理财产品境外基金、代客境外理财产品境外债券和代客境外理财产品境外结构性票据。

The Bank may, subject to availability, offer to the Customer investment products from time to time. The investment products include but not limited to QDII Mutual Funds, QDII Bond, QDII Structured Notes which are investment products as per the scheme of qualified domestic institutional investors ("QDII Products").

**29.2** 银行理财产品的具体条款和条件由银行与客户另行签署并受该等具体条款和条件约束。代客境外理财产品的条件和条款受境外投资委托一般条款以及具体代客境外理财产品的条款约束，由银行和客户另行单独签署。

The specific terms and conditions governing the Bank's issued investment products shall be agreed by separate agreement and term sheet between the Bank and the Customer. The terms of QDII agency agreement and the product terms governing the specific QDII Product shall be agreed by separate agreement between the Customer and the Bank.

**29.3** 银行可根据情况不时向客户销售由第三方发行的产品，包括但不限于保险产品、证券投资基金、资产管理计划和理财公司理财产品。保险产品、证券投资基金、资产管理计划和理财公司理财产品的投资、申购、认购、赎回等交易受该等产品文件的约束。

The bank may, subject to availability, sell to the Customer the products that are issued by a third party. The third party issued product includes insurance product, mutual fund, asset management scheme and wealth management product. The investment, subscription, redemption and etc. of such third party issued product shall be subject to the relevant product documents.

## 远程银行服务

### Remote Banking Services

**30.1** 远程银行服务包括电话银行服务和网上银行/掌上银行服务，适用于客户以远程方式向银行发送的所有金融产品和服务的指示/申请并将约束客户和客户账户所在的花旗银行具体分支行。

Remote Banking Services include Phone Banking Services and Online Banking/Mobile Banking Services, which will apply to each and all instructions/applications related to the products and services made by the Customer to the Bank by remote channel and are binding on the Customer and the specific Citibank (China) Co., Ltd branch/sub-branch where the Customer's account is held.

**30.2** 若客户通过远程银行服务交易投资产品（包括产品风险等级为4级及以上高风险产品），客户同意已充分理解该投资产品的特性，知晓相关风险。

Under the circumstances where the Customer conducts investment products (including risk rating 4 and above high risk products) transactions via any of the Remote Banking Services, the Customer agrees that the Customer has fully understood the investment product feature and related risks.

**30.3** 电话银行服务

Phone Banking Service

- a. 客户了解并同意：若正确输入客户的电话银行密码，任何人即可通过电话来进行与客户及客户账户相关的各种银行允许的操作及交易（包括但不限于资金划转、地址变更、产品投资等）。客户进一步同意除该电话银行密码外，银行无任何义务并无需对客户身份进一步做出任何形式的核实或确认。

The Customer understands and agrees that with the correct input of the Customer's T-PIN, anyone can make permitted operations and transactions related to the Customer and the Customer's account (including but not limited to fund transfer to third party, change of the Customer address and transaction of investment products), and the Customer further agrees that the Bank is by no means obliged or need to further check and verify the Customer's identity in any form other than T-PIN.

- b. 客户理解使用电话银行密码来进行与客户及客户账户相关的各种操作及交易，将增加错误、安全和隐私及欺诈等风险。客户充分了解上述风险，但客户仍希望使用电话银行密码并愿意接受相关风险。客户承诺将始终合理设置、妥善保管、经常更换并正确使用电话银行密码，并在任何情况下均不应向任何第三方泄露。

The Customer understands that the use of T-PIN for account operations and transactions related to the Customer and the Customer's account is at an increased risk of errors, breach of security and privacy and fraudulent activities. The Customer has fully been aware of such risks and nevertheless wishes to use T-PIN and accepts all associated risks. The Customer undertakes to properly set, safely keep, frequently change and correctly use T-PIN at all times, and shall not release to any third party under any circumstances.

- c. 客户确认任何使用电话银行密码进行的各项操作和交易均视为客户的行为，客户亦确认产生的相应电子及电话录音记录均为相关银行业务的有效凭据。客户承诺受各项操作和交易约束并同意补偿银行因执行该等交易和操作产生的任何损失、成本和费用。

The Customer acknowledges that any account operation and transaction made by using T-PIN shall be deemed to be made by the Customer himself/herself, and the electronic and phone records shall be the valid evidences of related business. The Customer undertakes to be bound by any such account operations and transactions and to indemnify the Bank against any loss, damages, costs and fees it suffer from the execution of such operation and transaction.

- d. 对于客户向银行发送的任何电话指示，客户同意银行可以（但无义务）采取以下的一项或几项安全程序进行操作。

For all Phone Instructions, Customer agrees that Bank may (but not obligated to) take one or more security procedures as listed below to operate the Phone Instructions.

- i) 对电话指示设定一个日交易限额，银行有权不处理超过银行日交易限额的电话指示。

To set a daily limit for Phone Instructions and Bank is entitled not to process any Phone Instructions over such daily limit.

- ii) 根据交易性质、交易数额和电话指示信息的完整性、准确性和充分性对电话指示进行核实, 如未通过核实, 银行有权不予执行该交易。

To verify the Phone Instructions according to the transaction nature, transaction amount, completeness, accuracy and sufficiency of the information contained in the Phone Instructions and Bank is entitled not to process such transaction if the Phone Instruction fails to be confirmed by Bank.

- iii) 根据交易性质、交易数额和电话指示信息的完整性、准确性和充分性对电话指示有选择的进行次日电话录音审查, 对于未通过检查的交易, 银行有权强制执行赎回/提前终止。

To check the Phone Instructions by next-day review of telephone recording on selective basis according to the transaction nature, transaction amount, completeness, accuracy and sufficiency of the information contained in the Phone Instructions and Bank is entitled to redeem the investment product if the Phone Instructions fails to pass the nextday review.

- iv) 要求向银行不时指定的具有录音功能的电话号码发送交易指示, 银行有权不处理从不具备录音功能的电话收到的交易指示。

To request Phone Instructions be transmitted to the phone number/phone with recording function designated by Bank from time to time. Bank is entitled not to process any Phone Instructions received from phone machines with no recording function.

- e. 客户确认银行有权拒绝执行超过限额或向未预先登记的收款人进行的操作及交易并无需就该等拒绝给予客户任何通知。

The Customer acknowledges that the Bank is entitled to reject any operation or transaction application exceeding pre-set daily amount limit or made with non-pre-registered beneficiaries, and the Bank does not need to give any notice to the Customer regarding such rejections.

- f. 客户可以随时通过拨打电话银行热线95038/400-821-1880重设或取消电话银行密码。

The Customer may at any time reset or cancel T-PIN by dialing Citiphone 95038/400-821-1880.

- g. 银行对因任何原因导致的未完成任何操作或交易均不承担任何责任。客户了解电话银行及电话银行密码只是银行提供的服务方式之一, 银行并不限制客户通过提供同类服务的其他渠道进行交易。无论何种原因造成无法通过电话银行或电话银行密码进行操作或交易, 客户可选择银行提供的网点柜面、自助设备等其他服务途径, 亦可直接与银行相关人员进行联系。

The Bank shall not be held liable for any uncompleted operation or transaction for any reasons. The Customer understands telephone banking and T-PIN is one of the service methods provided by the Bank, and the Bank does not limit the Customer to make operations and transactions by way of other service methods alike. In the event that any operation or transaction cannot be made by phone-banking or TPIN, the Customer can choose other available service methods such as bank counter, self-service device or contact directly with the Bank's staffs.

### 30.4 网上银行服务/掌上银行服务

#### Online Banking/Mobile Banking Services

- a. 有关于花旗银行网上银行和掌上银行服务的条件与条款置于我行网上银行注册界面。客户在激活网上银行及掌上银行前应认真阅读并接受我行置于网上的花旗网上银行及掌上银行服务条款和条件。客户接受我行置于网上的花旗网上银行及掌上银行服务条款和条件是激活和使用该等服务的前提条件。

Citibank Online Banking and Mobile Banking Terms and Conditions are on the registration session of online banking. Customer should read and accept the online version of the Terms and Conditions for Citibank Online Banking and Mobile Banking before activating these two services. Customer's acceptance of the online version of the Terms and Conditions for Citibank Online Banking and Mobile Banking is the precondition for activation and use of such services.

- b. 客户激活网上银行及掌上银行即同时包括自助转账功能的开通。客户在使用网上银行及掌上银行自助转账的时候, 确认并且知晓使用网上银行及掌上银行的风险并且愿意承担相应风险。

Self-service fund transfer function will be opened simultaneously after the customer activates Online Banking and Mobile Banking. Customer using Online Banking and Mobile Banking services shall acknowledge the risks and be willing to take the risks associated with the transactions conducted via Online Banking and Mobile Banking services.

- c. 客户应当妥善保管本人的电脑、手机等相关设备和网上银行及掌上银行相关信息（包括登录用户名，登录密码，借记卡和密码以及账号等），并对通过以上信息进入网上银行及掌上银行完成的交易负责。

Customer is responsible for safe keeping his/her computer, mobile phone, other related devices and e- Banking related information appropriately (including Online Banking and Mobile Banking user ID & password; Debit Card & Password and the account number). Customer shall be liable for all transactions conducted through the Online Banking and Mobile Banking channels accessed by using the above Online Banking and Mobile Banking information.

- d. 对于客户向银行发送的任何网银指示，客户同意银行可以（但无义务）采取以下的一项或几项安全程序进行操作。

For all Online Banking and Mobile Banking Instructions, Customer agrees that Bank may (but not obligated to) take one or more security procedures as listed below to operate the instructions.

- i) 对网银指示设定一个日交易限额，银行有权不处理超过银行日交易限额的网银指示。

To set a daily limit for Online Banking and Mobile Banking Instructions and Bank is entitled not to process any Instructions over such daily limit.

- ii) 根据交易性质、交易数额和网银指示信息的完整性、准确性和充分性对网银指示进行核实，如未通过核实，银行有权不予执行该交易。

To verify the Online Banking and Mobile Banking Instructions according to the transaction nature, transaction amount, completeness, accuracy and sufficiency of the information contained in the Instructions and Bank is entitled not to process such transaction if the Instruction fails to be confirmed by Bank.

- e. 更多网络安全提示，请登录花旗银行网站 [www.citibank.com.cn](http://www.citibank.com.cn) “网络安全提示”页面查阅详情。

For more internet security notice, please log on Citibank Online Banking and Mobile Banking to view details.

## 预先登记收款人服务

### Beneficiary Pre-registration Service

**31.1** 欲添加或删除预先登记收款人应事先向银行递交收款人预先登记/注销申请。申请人对预先登记收款人的变更只有在银行已收到客户的指示并有足够的时间在操作系统中充分记录该变更后，方才有效。

In case applicant(s) needs to add or delete pre-registered beneficiaries with the Bank, she/he/they shall submit Beneficiaries registration/Cancellation Application upfront. Any change of pre-registered beneficiaries will be effective only after the Bank has received the Applicant(s)' application and has sufficient time to fully record the change in Bank's operation system.

**31.2** 预先登记收款人对通过花旗电话银行、网上银行及其它远程银行服务渠道进行的资金汇划同样有效。

Pre-registered beneficiaries will be applicable to funds transfer via CitiPhone, Citibank Online and all other remote-banking channels.

**31.3** 对汇至预留收款人的汇款申请，银行可自行决定有选择的进行回电确认。

For any funds transfer applications to the pre-registered beneficiaries, the Bank may confirm with telephone callback on selective basis at the Bank's sole discretion.

**31.4** 如预留收款人与申请人之间的亲属关系发生任何变更，申请人须及时告知银行，否则申请人愿意承担银行由此发生的一切损失、成本和费用。

In case there is any change of the relative relationship between pre-registered beneficiaries and Applicant(s), Applicant(s) shall timely notify the Bank; otherwise, the Applicant(s) shall indemnify the Bank all its loss, cost and fees arising therefrom.

**31.5** 银行对汇至预先登记收款人的非柜面渠道 汇款实行日汇款交易笔数限制，日累计限额及年汇款累计限额。任何超过此限额的汇款申请将被拒绝执行。

The Bank will set daily amount limits, transaction number limits and annual amount limits for funds transfer made through remote channels to pre-registered beneficiaries. Any funds transfer application exceeding such limit will be rejected.

## 借记卡 Debit Card

**32.1** 为规范花旗银行（中国）有限公司借记卡（以下简称“花旗中国借记卡”）的发行和使用，更好地为花旗中国借记卡持卡人提供用卡服务，花旗银行（中国）有限公司（以下简称“花旗中国”或“发卡机构”）根据《银行卡业务管理办法》《银行卡联网联合业务规范》等法律法规规章，制定本章程。

The Terms and Conditions are formulated by Citibank (China) Co., Ltd (hereinafter referred to as "Citibank China" or "Card Issuer") according to laws and regulations including measures for the Administration of Bank Card Business, Business Specification for the Interoperable Service of Bank Card and etc., with a view to standardize the issuance and operation of debit card of Citibank (China) Co., Ltd (hereinafter referred to as "Citibank China Debit Card") and to provide better services to holders of Citibank China Debit Card.

**32.2** 花旗中国借记卡是由花旗中国发行的，由持卡人根据本章程的规定在花旗中国营业网点、电话银行、网上银行、多媒体终端等自助设备和特约单位联网终端上使用的借记卡。

Citibank China Debit Card is a type of debit card issued by Citibank China and used by Card Holders on Citibank China business sites, telephone banking, online banking, self-service multimedia terminals and online terminals of special designated venues according to the Terms and Conditions hereunder.

**32.3** 花旗中国借记卡的发行对象为符合花旗中国规定的申领条件的中国境内具有完全民事行为能力的自然人（包括中国公民、境外的外籍人士、港澳台同胞）。花旗中国借记卡申领应符合国家实名制有关规定，开户应采用实名。

Citibank China Debit Card is issued to natural persons who are qualified to apply according to Citibank China provisions and with full capacity for civil conduct residing in the territory of China (including Chinese citizens, foreigners in China and compatriots from Hong Kong, Macao and Taiwan). National regulations for real name should be observed when the Citibank China Debit Card is applied. Users shall use their real name to open the account.

**32.4** 符合申领条件的个人申领花旗中国借记卡，须在发卡机构开立个人人民币银行结算账户。起存金额不限，并可随时续存，发卡机构按照中国人民银行规定的相关存款利率及计算办法计付利息，并依法代扣代缴利息税。花旗中国借记卡账户应保持足够余额以备支付。持卡人购物、消费及存取现金等一切收付款项均在其账户中实时办理。花旗中国不为持卡人垫付资金。

Persons with qualification of applying for Citibank China Debit Card shall open an individual RMB settlement account with Card Issuer. There is no limitation for initial amount of the RMB settlement account and user can continue to deposit at any time. Card Issuer will calculate and pay interest according to the deposit rate as specified by People's Bank of China and also will withhold from the Amount Payable any tax payable in accordance with applicable laws and regulations of the People's Republic of China. Card User shall maintain adequate balance for his/her Citibank China Debit Card account for payment purpose. All deposit or payment procedures related to shopping, consumption or cash deposit or withdrawal will be processed in a real-time manner in Card Holder's account. Citibank China does not offer cash advance to any Card Holder.

**32.5** 申请人申领花旗中国借记卡时，应按发卡机构要求提供所有必需的申请材料，如实填写申请表。申请人本人在申请表上签字，即表示知悉发卡机构有关规定。对所提供资料的真实性负责，对所填内容的真实性负责并遵守本章程。发卡机构有权决定是否批准申请人的领卡申请。对符合申领条件的申请人予以发卡。

Applicant applying for Citibank China Debit Card shall provide all necessary application information required by Card Issuer and fill in the application form in a truthful manner. Signing on the application form indicates that the applicant understands the provisions stipulated by Card Issuer, that the applicant is responsible for the truthfulness of the information he or she provides, and that the applicant agrees to comply with the Terms and Conditions hereunder. Card Issuer has the right to approve or reject the card application and issue cards to the qualified persons only.

**32.6** 在新发卡或补换卡片时，花旗中国将自行决定通过当面递交或在持卡人要求或同意且由持卡人自行承担寄送风险的情况下通过邮寄方式向持卡人递交花旗中国借记卡卡片。持卡人领取花旗中国借记卡时，应立即在花旗中国借记卡背面的签名栏内签上与申请表上相同的姓名，并在用卡时使用此签名。

Upon the issuance or replacement of the card, Citibank China has the right to determine, in its own discretion, to deliver the card to the Card Holder in person, or through mail upon request or consent from Card Holder and at his or her own risk. Once receiving Citibank China Debit Card, Card Holder shall immediately sign his/her name the same as indicated in the card application form on the signature line on the back of the Card and underwrite the same signature when making use of the Card.



**32.7** 申请花旗中国借记卡必须设定密码。凡使用密码进行的交易，发卡机构均视为持卡人本人所为，发卡机构过失除外。凡依据密码等电子信息办理的各类交易所产生的电子信息记录均为该项交易的有效凭证。凡未使用密码进行的交易，则登记有持卡人签名的交易凭证为该项交易的有效凭证。发卡机构有权将持卡人使用花旗中国借记卡的收支款项，费用计入其账户。

A password is required for applying for Citibank China Debit Card. All transactions conducted through password will be deemed by Card Issuer as the Card Holder's acts, unless caused by misconduct of Card Issuer. Electronic information record of transactions conducted through electronic information such as password is considered as the valid proof of such transactions. For transactions conducted without password, the transaction proof with signature of the Card Holder shall be deemed as the valid proof of such transactions. Card Issuer has the right to debit such payment and fees into the Card Holder's account.

**32.8** 花旗中国借记卡只限持卡人本人使用，不得委托他人代理使用，不得出租，转借或转让，否则，由此引起的风险，损失及责任由持卡人承担。

Citibank China Debit Card is to be used by the Card Holder only, and shall not be used by any other person entrusted. Card Holder is not allowed to rent, lend or transfer Citibank China Debit Card to any other persons, otherwise any risk, loss and obligation arising from such acts will be assumed by the Card Holder.

**32.9** 花旗中国借记卡账户的资金以持卡人持有的现金存入或以其工资性款项以及属于个人的合法劳务报酬、投资回报等收入转账存入。严禁将公司的款项存入个人卡账户。

The Card Holder deposits the fund in Citibank China Debit Card account in the form of cash, or salary, or personal labor compensation, or investment return. It is forbidden to deposit company fund into personal card account.

**32.10** 花旗中国将自行决定通过当面递交的方式将密码交给持卡人或者提供适当设备由持卡人自行设定密码。持卡人可以随时通过适当的设备修改花旗中国借记卡密码。

Citibank China, at its own discretion, delivers the password to Card Holder face to face or provides Card Holder with proper equipment to set password by himself/herself. Card Holder may change the password for his/her own Citibank China Debit Card through proper equipment at any time.

**32.11** 发卡机构已推出电话银行，网上银行和掌上银行等电子银行服务，以及办理账户查询，存款转账结算等业务。

持卡人可凭花旗中国借记卡和密码在加入银联网络或网联网络的特约商户消费；持卡人也可使用花旗借记卡绑定经花旗同意的第三方（如支付宝等）支付进行转账和消费等快捷支付交易。为了保障持卡人的账户资金安全，花旗中国将不时设置每日累计消费金额的上限。若持卡人在特约商户的消费超过该上限，可通过花旗中国电话银行提高上限。持卡人可凭花旗中国借记卡和密码在银联网络的自动柜员机上提取现金。一张花旗中国借记卡每日在自动柜员机上累计提款额不得超过人民币20,000元。持卡人使用该等服务和业务时，应该遵守发卡机构的相关规定。

Card Issuer has launched such services like telephone banking, online banking, Citi Mobile, and business like account inquiry, deposit-transfer-settlement, etc.

Card Holder may make any purchasing, by using his/her Citibank China Debit Card and the password, at the designated commercial venues that have joined China Union Pay or NetsUnion network. Card Holder may also bind Citi debit card with third party payment systems which are approved by Citi (such as Alipay, etc.) for quick payment transactions including fund transfer and consumption. Citibank China will set up limitation for maximum daily consumption amount from time to time. If Card Holder's consumption at the designated commercial venues exceeds such limitation, Card Holder shall raise the limitation through Citibank China telephone banking. Card Holder may use Citibank China Debit Card and the password to withdraw cash from Automated Teller Machines (ATM) under China Union Pay network. The accumulated amount withdrawn by the Card Holder from the ATM for each card shall not exceed the maximum of RMB20,000 per day. When using the card related services, Card Holder shall comply with the Card Issuer's relevant provisions applicable to such specific services.

**32.12** 在不影响发卡机构的权利和补偿的情况下，为防范欺诈、非法交易或非正常交易（包括但不限于连续多日以异常多的次数连续提款），发卡机构有权拒绝批准任何借记交易或暂停借记卡的功能。

Without any prejudice to Card Issuer's rights and remedies, the Card Issuer has the right to reject any debit card transaction suspend the debit card functions for the purpose of preventing fraud, illegal or abnormal transactions (including but not limit to unusually cumulative cash withdraw continuously) solely.

**32.13** 借记卡仅可用于合法交易。发卡机构将不允许借记卡被用于进行任何将会违反任何司法管辖区域下的法律的借记卡交易。对发卡机构怀疑涉及非法行为的任何交易，发卡机构保留拒绝处理或支付的权利。

Debit Card shall be used for lawful transactions only. Card Issuer will not allow the Debit Card to be used for any transaction that is in violation of any laws of any jurisdiction. For any transaction that is suspected for illegal act, Card Issuer reserves the right to reject processing or payment.

**32.14** 持卡人须根据发卡机构的规定按年缴纳年费，由发卡机构从花旗中国借记卡账户自动扣收。如持卡人在花旗中国借记卡账户中的余额不足以支付年费，持卡人同意发卡机构可从持卡人开立于花旗银行（中国）有限公司及其分支行的任何一个账户中扣除相关年费。如卡片损坏，持卡人应持本人有效身份证件到发卡机构办理补换新卡手续。持卡人开办新卡或因持卡人使用不当导致卡片损坏而补换新卡需缴纳手续费。持卡人也可采取发卡机构不时同意的其它方法办理补换新卡手续。

Card Holder shall pay annual service fee according to provisions of Card Issuer. Card Issuer automatically deducts annual service fee from Citibank China Debit Card account. Card Holder agrees that Card Issuer may deduct such annual service fee from any accounts established by Card Holder in Citibank China Co., Ltd and/or its branches/sub-branches in case the balance of Card Holder's Citibank China Debit Card account is insufficient to pay the annual service fee. In the event that the Card is damaged, Card Holder shall go to Card Issuer with his or her valid identification certificate and replace it with a new card. Card Holder shall pay service fees to set up a new card or to replace the card damaged due to Card Holder's misuse with a new one. Card Holder may also use other methods that are announced by Card Issuer from time to time to replace the old card with a new one."

**32.15** 持卡人在结清全部交易款项和有关费用后，可亲自至发卡机构申请办理销户。发卡机构受理后，即可办理销户手续。

发卡机构有权停止持卡人使用花旗中国借记卡。因持卡人违反法律法规或本章程的规定，或因花旗中国借记卡账户余额不足导致年费扣收不成功，发卡机构可随时停止向持卡人提供相应服务。

金卡/白金卡/钻石卡是发卡机构为贵宾客户发行的借记卡，具有额外的贵宾礼遇。如果持卡人不再是花旗银行（中国）有限公司的贵宾客户，发卡机构有权停止持卡人使用金卡/白金卡/钻石卡。持卡人应将金卡/白金卡/钻石卡交回发卡机构，并按需要申领普通卡。

发卡机构因其他原因停止持卡人使用花旗中国借记卡的，应提前通知持卡人。

After all payment transactions and charges are settled, Card Holder may cancel the Citibank China Debit card and the account with the Card Issuer in person. Card Issuer shall process the cancellation after such request is accepted.

Card Issuer has the right to cease Card Holder's right of using Citibank China Debit Card. Under the circumstances that Card Holder is in violation of laws, regulations or the Terms and Conditions, or fails to pay annual service fee due to insufficient amount of balance left in the Card, Card Issuer may stop providing the corresponding services to Card Holder at any time.

Gold/Platinum/Diamond Card is issued to CitiGold customers with additional privileges. If the Card Holder is no longer qualified for the CitiGold/Diamond status, Card Issuer has the right to cease the Card Holder's right of using Gold/Platinum/Diamond card. Card Holder shall return the Gold/Platinum/Diamond card to the Card Issuer and apply for a blue card if necessary. If Card Issuer stops Card Holder from using Citibank China Debit Card due to any other reasons, Card Issuer shall notify Card Holder in advance.

**32.16** 持卡人应将借记卡保存于安全和可靠的地方并确保密码不被泄漏于任何第三方，并且持卡人应采取所有步骤及预防措施以防止任何有关借记卡、个人密码的伪造、欺诈、遗失或被盗。

花旗中国借记卡遗失的，持卡人应就近及时办理书面挂失或通过电话银行办理口头挂失。

办理书面挂失，持卡人需持本人有效身份证件，亲自到发卡机构营业网点办理，并应根据发卡机构的要求提供卡号，户名，住址及开卡日期等信息。挂失后如需补办新卡，可凭本人有效身份证件办理补卡手续，补换新卡需缴纳换发卡手续费。持卡人也可采取发卡机构不时同意的其他方法办理补换新卡手续。

Card Holder shall keep the Debit Card in a safe and secure place to make sure the password will not be disclosed to any third party. Card Holder shall also adopt any necessary measures to prevent the Card and password from being falsified, faked, lost or stolen.

In the case that Citibank China Debit Card is lost, Card Holder shall file a written report on loss of card to a nearby business site or through oral report on loss of card by telephone banking in a timely manner.

For report such loss in writing, Card Holder shall bring valid identification certificates, come to business sites of Card Issuer in person, and present required information such as card number, account name, address and date of activation. After such loss is reported, if Card Holder wants to obtain a new card, he or she may use valid identification certificate to apply for a new card. Card Holder needs to pay production cost of the new card. Card Holder may also use other methods that are announced by Card Issuer from time to time to apply for a new card.

挂失生效前或挂失失效后持卡人因遗失, 被盗或泄密花旗中国借记卡产生的一切经济损失, 发卡机构不承担责任。持卡人应对该等遗失, 被盗或泄密后发生的所有借记卡交易负责( 不论是由于该借记卡密码未经授权使用或其他原因而导致了该等交易 )。

持卡人遗忘花旗中国借记卡密码, 应凭本人有效身份证件和花旗中国借记卡, 向发卡机构书面申请密码挂失并办理密码重置手续。持卡人也可采取发卡机构不时同意的其他方法办理密码重置手续。

**Card Issuer is not liable for any economic losses incurred before loss report takes effect or after the loss report expires due to Citibank China Debit Card loss, theft, or password leakage. Card Holder shall be responsible for all transactions through Debit Card occurred after such card loss, theft or password leakage (no matter if such transaction occurs due to unauthorized use of password or other reasons).**

In the case that Card Holder forgets the password of Citibank China Debit Card, Card Holder shall report password loss in writing by presenting valid identification certificates and Citibank China Debit Card to the Card Issuer for password reset. Card Holder may also use other methods that are approved by Card Issuer from time to time to reset the password.

**32.17** 发卡机构向持卡人提供查询, 对账, 挂失, 咨询, 投诉等服务。持卡人可使用花旗中国借记卡及密码通过花旗中国的电话银行, 网上银行, 掌上银行, 发卡机构营业网点等方式查询花旗中国借记卡项下的账务信息。

持卡人对任何账务信息有异议的, 须在该笔交易的当期账单日起30天内提出查询和更正要求, 并支付相应查询费用, 发卡机构将于30天内给予答复。如持卡人在该笔交易的当期账单日起30天内未提出异议, 则视同持卡人认可全部交易。

**Card Issuer provides Card Holders with services such as account information inquiry, account reconciliation, loss report, consultation and complaint, etc. Card Holder may use Citibank China Debit Card and password to check account information of the Card through methods launched by Citibank China such as telephone banking, online banking, Citi Mobile, business sites of Card Issuers and etc.**

**Should there be any dispute concerning account information, Card Holder shall request for inquiry and correction within 30 days from the date of Account Statement. Card holder shall make relevant payment for such inquiry and Card Issuer shall give a reply within 30 days. If Card Holder does not raise objection to such transactions within 30 days from the date of Account Statement, it will be deemed that Card Holder has agreed with such transactions.**

**32.18** 为确保持卡人的资金安全, 持卡人应注意防范下列风险:

- 1) 在交易时, 妥善使用花旗中国借记卡及密码, 以防止被不法分子通过窥视、调包等手段窃取用户的密码和卡片;
  - 2) 防范不法分子通过安装读卡器、摄像头、假键盘等附加物窃取客户密码和卡片信息;
  - 3) 勿要轻信贴在自助机具上的“告示”或其他诈骗电话、短信、勿要将个人密码主动告知他人, 甚至直接转账给不法分子提供的账户;
  - 4) 勿要将卡片和密码放在一起, 以防止不慎丢失后被他人轻易盗用、转出;
  - 5) 勿要采用过于简单( 如生日、电话号码 ) 或单一的数字做密码, 以防止被他人轻易破译盗用;
  - 6) 勿要随意丢弃交易凭条, 以防止被不法分子利用、变造伪卡。
- 因持卡人对卡片保管不善和密码泄露所造成的全部损失由持卡人承担。

To ensure the safety of the cardholder's funds, cardholder shall take cautious on the following risks:

- 1) During transaction, use the Citibank Debit Card and related PIN prudently to avoid the criminal stealing the card and PIN through peeking, card exchange, or else.
- 2) To avoid the criminal getting password and information of the card through installing card reader, camera or false keyboard.
- 3) Do not trust notes pasting on ATM, and other fishing calls or SMS. Do not release the password to anybody else. Do not transfer fund directly to the account the criminal provide.
- 4) Do not place your debit card and password together to prevent embezzling or fund outflow should you lost your card.
- 5) Do not use simple number (such as birthday, phone number) as your password to avoid decoding by other parties.
- 6) Do not discard transaction slip improperly to avoid the fraudsters using it to manufacture fake cards.

Cardholder shall be responsible for all related loss caused by password leak or improper safekeeping of the card.

**32.19** 发卡机构可自行决定就任何借记卡交易向持卡人发送手机短信通知，在此情况下持卡人应当确保其在发卡机构留存的手机号码准确有效，且相应手机设备由其本人使用并保持可接收短信的状态。该等短信通知一经发卡机构向持卡人的预留手机号码发出，即应被视为立即送达。对包括但不限于因持卡人的手机设备、移动通讯服务、移动通讯运营商或任何其他非发卡机构的疏忽或故意不当行为所导致的短信通知送达延迟、失败或错误，或短信内容的错漏，而使持卡人遭受任何损失的，发卡机构不承担任何责任。

Card Issuer may decide to send SMS notification to inform the Card Holder of any debit card transactions, in which cases the Card Holder shall ensure that his/her phone number left to the Card Issuer is valid and accurate, and the phone shall remain connected to receive the SMS notification. The SMS notification, once sent to the phone number that the Card Holder has left to the Card Issuer, is deemed delivered. The Card Issuer shall not be liable for any losses or damages incurred by the Card Holder due to any delays, failures, errors or omissions of the message content arising from (including but not limited to) the malfunction of the Card Holder's mobile device, mobile communication service providers and mobile communication carriers or arising from any other negligence or willful misconduct which is not on part of the Card Issuer.

**32.20** 花旗中国借记卡持卡人在申请表中填写的资料如有变更，如通讯地址，联系电话，住址等，应立即通知发卡机构。否则，由此引起的任何延误或损失均由持卡人承担。

Should there be any change made to information filled in by Card Holder, such as communication address, contact telephone, address and etc., Citibank China Debit Card Holder shall immediately notify Card Issuer. Otherwise, any delay or loss incurred thereby will be borne by Card Holder.

**32.21** 持卡人同意花旗中国可向其发出通知，将持卡人开立于花旗中国（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）内的款项划付给花旗中国，用以清偿或抵销持卡人欠花旗中国的未还债务，无论前述债务是主债务还是从债务，个别的还是连带的。该等清偿或抵销自通知到达持卡人时生效。

Card Holder agrees that Citibank China can, by sending notice to the Card Holder, transfer the funds in any or all of Card Holder's accounts in Citibank China (no matter where and for what purpose it is opened, including any branches of Citibank China) to repay or set off Card Holder's Outstanding Debt with Citibank China, no matter such debt is principal or collateral, individual or joint. Such repayment or set-off will take effect once the notice reaches the Card Holder.

**32.22** 花旗中国借记卡持卡人在特约商户消费时无需支付任何额外费用，并不得以和商户发生纠纷为由拒绝支付所欠款项。因通讯网络故障等客观原因导致持卡人交易失败而造成的损失，以及持卡人在商户互联网上使用花旗中国借记卡所导致的风险和损失，由持卡人自行承担，发卡机构不承担任何责任，但属发卡机构的责任除外。

Citibank China Debit Card Holder does not need to pay any extra fees for consumption in designated commercial venues. Card Holder shall not refuse to pay due to the dispute with the designated commercial venues. Any losses because of the objective reasons such as transaction failure due to the communication system malfunction shall be borne by Card Holder. Any risks and losses caused by Card Holder using Citibank China Debit Card on Internet shall be also borne by Card Holder. Card Issuer shall not be held liable, except for matters it is responsible for.

**32.23** 持卡人将不会根据任何借记卡交易或就任何借记卡交易要求发卡机构对由任何商家提供的货品或服务或任何货品或服务的质量或性能负责。如果持卡人对任何商家进行投诉，持卡人应与商家解决该等争议；持卡人对发卡机构的义务将无论如何不会因为持卡人与该商家之间的任何争议或任何持卡人可能拥有的针对任何商家的反诉或抵销权而受到影响。持卡人在本合约项下的权利将不会被转让或以其它方式加以处分。

Card Holder will not require Card Issuer to be responsible for quality or performance of the goods or services provided by the designated commercial venues based on or related to any Debit Card transaction. If Card Holder decides to file a complaint against any designated commercial venues, such dispute shall be settled between Card Holder and the designated commercial venues. Card Holder's responsibility to Card Issuer shall not be impaired in any manner by such disputes or any right of setoff or claim that Card Holder may have against any commercial venues. Card Holder's rights under this agreement shall not be transferred or sublet in any manner.

**32.24** 发卡机构会于每月制定的日期（账单日）印送对账单，当月没有任何交易或双方另有约定的除外。持卡人自账单日起7天内未收到对账单，应主动向发卡机构查询。持卡人不得以未收到对账单为由向发卡机构提出诉求。如持卡人对对账单有异议，应自账单日起30天内向发卡机构查询和要求更正，否则视为持卡人收到对账单且对账单正确无误。

Card Issuer will print and send account statement on the specified date each month (Statement Date), unless there is no transaction occurred in that month or other agreements have been made. If Card Holder does not receive account statement within seven days upon the statement date, Card Holder shall send inquiry to the Card Issuer. Card Holder shall not claim against Card Issuer on the ground that Card Holder does not receive account statement. If Card Holder has objections to the account statement, Card Holder shall send inquiry and correction requirement to Card Issuer within 30 days upon the statement date, otherwise it will be deemed as Card Holder has received and agreed with the account statement.



**32.25** 伪造、变造花旗中国借记卡，使用伪造或作废的花旗中国借记卡及冒用他人花旗中国借记卡进行诈骗财物的，发卡机构应及时处理，必要时移送司法机关，对于持卡人违背章程有关条款给发卡机构造成损失的，发卡机构有权申请法律保护并依法追究持卡人或有关当事人的法律责任。

Card Issuer shall promptly handle the matters in relation to falsification and alteration of Citibank China Debit Card, or use of such falsified or invalid Citibank China Debit Card or illegally using other person's card for fraud. Such cases may be handed over to judicial authorities when necessary. For losses caused to Card Issuer by Card Holder's act of violating the Terms and Conditions, Card Issuer has the right to seek legal protection and claim against the Card Holder or the related parties to undertake the liabilities.

**32.26** 由于不可抗力或供电、通讯等客观原因导致花旗中国借记卡暂时无法使用的，发卡机构将视具体情况提供必要的帮助，除由于发卡机构的故意或重大过失直接导致的外，发卡机构不承担相关责任。对于在交易过程中，因暂时的网络通讯故障或其他原因造成的错账现象，发卡机构将根据实际交易情况进行账务处理，以保障持卡人及发卡机构双方的权益不受损失。

若持卡人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），且由于该第三方的原因导致上述增值服务产生瑕疵或对持卡人造成任何损失，发卡机构对此不承担任何责任。发卡机构将视具体情况提供必要的帮助。

In the cases that Citibank China Debit Card cannot be used temporarily due to force majeure or objective reasons such as power supply cutoff and communication malfunction, Card Issuer will provide necessary assistance on a case by case basis, however, Card Issuer shall not be held liable for any losses caused thereby, except for any losses that are directly caused by the intentional misconduct or material negligence of the Card Issuer.

In the cases that Card Holder use any value added services provided by third parties (include but not limited to SMS or mobile payment functions), and any defects or losses arising from his/her use of the value added services, Card Issuer shall not be held liable. Card Issuer will however provide necessary assistance on a case by case basis.

**32.27** 花旗中国借记卡所有权属于花旗中国。为保障持卡人账户资金安全，发卡机构在发现持卡人的花旗中国借记卡存在被他人冒用等使用风险时，有权暂时对该账户进行止付。若发现持卡人在用卡过程中有不遵守本章程或其他违规、违法的行为的，发卡机构有权终止其用卡权利。

Ownership of Citibank China Debit Card belongs to Citibank China. To safeguard the security of the funds in Card Holder's account, if Card Issuer discovers any risk of the Citibank China Debit Card being illegally used by any other person, Card Issuer has the right to stop payment operation on such account. If it is discovered that Card Holder fails to comply with the Terms and Conditions or violates the laws or conducts any illegal acts, Card Issuer has the right to terminate the Card Holder to use the card.

**32.28** 发卡机构有权依照法律的规定协助国家司法机关或其他有权机关对持卡人的花旗中国借记卡基本账户进行查询、冻结和扣划。Based upon the laws, Card Issuer has the right to assist national judicial authorities or other authorities to freeze up or deduct the amount from the basic account of Citibank China Debit Card if they have such request.

**32.29** 花旗中国借记卡的相关收费项目及收费标准详见《花旗银行（中国）有限公司借记卡费率一览表》

For charge items and commission standard related to Citibank China Debit Card, please refer to "Citibank (China) Co., Ltd. Debit Card Fee Table".

**32.30** 本章程的修改或花旗中国借记卡收费项目和标准等发生调整，花旗中国可通过第 32.31 条规定的方式依法进行公告或通知。公告或通知期满后，修改后的章程或收费项目和标准生效，对持卡人具有约束力。在公告或通知期内，如持卡人有任何疑问或建议的，可以书面形式向花旗中国提出。持卡人因对本章程的修改或收费项目和标准的调整有异议而决定不再继续使用花旗中国借记卡的，可向发卡机构提出销卡申请，发卡机构为其办理销卡手续。公告或通知期满，持卡人未提出销卡申请的，视为同意章程的修改或收费项目和标准的调整。

For any amendment of the Terms and conditions or adjustment of Citibank China Debit Card fee charge items and standards, Citibank will make public announcement or give notice in accordance with the law through the rule in the Clause 32.31. After the announcement or notice period, the amended Terms and Conditions or charge items will take effect and have binding force upon Card Holder. During the announcement or notice period, if Card Holder has any questions or suggestions, Card Holder can raise it to Card Issuer in writing. If Card Holder decides not to continue to use Citibank China Debit Card because of any objection of the amended Terms and Conditions or adjusted fee charge items and standards, Card holder may apply for card cancellation and Card Issuer will handle the card cancellation process. If Card Holder does not apply for card cancellation after the announcement or notice period, it is deemed that Card Holder has agreed with amendment of the Terms and Conditions or adjustment of fee charge items and standards.

**32.31** 花旗中国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、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持卡人发送通知或文件。如通知以人工送达,则所有通知将在送达之日视为被持卡人收到;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持卡人收到;如通知以电子邮件、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持卡人收到;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持卡人收到。

就邮寄送达和人工送达而言,持卡人确认其在花旗中国登记的任何地址类型(包括但不限于住址、单位地址、邮寄地址等)下的最新地址为有效送达地址,适用范围包括非诉时本章程项下的各类通知、文件以及本条款和条件发生纠纷的法律文书的送达地址,包括争议进入民事诉讼程序后的一审、二审、再审和执行程序中的送达。因以下情形导致通知、文件和法律文书未能被持卡人接收的,依然产生送达的法律后果:(a)因持卡人提供或确认的送达地址不准确的;(b)送达地址变更后未及时书面告知花旗中国和人民法院的;或(c)持卡人拒绝签收的。发生上述情形时,邮寄送达的,以通知、文件和法律文书退回之日视为送达之日;直接送达的,送达人当场在送达回执上记明情况之日为送达之日。

Citibank China has the right to determine, in its own discretion, to send Card Holder notice or document in one or more of the following methods: announcement in service outlets, delivery in person, enclosure in account statements, letter, email, telephone, SMS and/or website notice. In circumstances where the notice is delivered in person, Card Holder shall be deemed as having received the notice on the date of service; under the circumstances of service by mail, Card Holder shall be deemed as having received the notice upon 5 days of the dispatch date; where the notice is sent electronically by email, telephone or SMS, Card Holder 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, Card Holder shall be deemed as having received the notice upon 5 days after such notice is made. The Card Holder agrees that if any notices, files or legal documents related to the dispute arising from the Terms and Conditions (including the first instance, second instance, retrial and enforcement procedure after such dispute is brought into civil legal proceeding) is served in person or via mail, the latest address(s) the Customer provides to Citibank China under any type of address (including but not limited to residential address, company address or mailing address) shall be the effective address (s) for service to the Card Holder. Any notice, file or 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 the Card Holder due to the following reasons: (a) the address for service provided or confirmed by the Card Holder is not accurate; (b) any change of the address for service is not notified to Citibank China and the court in writing; (c) the Card Holder refuses to sign for receipt. Under above circumstances, any notice, file or legal document shall be deemed to have been served on the date of it being returned if it is served via mail, or on the date when the person serving it records the situation on return receipt if it is served in person.

**32.32** 花旗中国借记卡账户受花旗中国《金融产品及服务条款和条件》的约束。若本章程与《金融产品及服务条款和条件》有冲突,则以本章程的内容为准。

Citibank China Debit Card account is subject to the "Terms and Conditions for Financial Products and Services" formulated by Citibank China. Should there be any conflict between the Terms and Conditions hereunder and the "Terms and Conditions for Financial Products and Services", provisions in the Terms and Conditions hereunder shall prevail.

**32.33** 本章程受中华人民共和国法律管辖,未尽事宜按照国家有关法律、法规、规章执行。

The Terms and Conditions hereunder shall be governed by the laws of the People's Republic of China. Any matters not mentioned hereunder shall be dealt with based upon the relevant PRC laws and regulations.

**32.34** 本章程由花旗中国负责制定。

The Terms and Conditions hereunder are formulated by Citibank China.

**32.35** 本章程如有英文版,以中文版诠释为准。

The Terms and Conditions hereunder are written in both Chinese and English. If there is any discrepancy, the Chinese version shall prevail.

## 花旗逸支付业务 ePay Services

**33.1** 花旗逸支付业务为一种无卡支付业务，指客户无需刷卡或者插卡读取卡片信息，仅提供卡号、密码、手机和手机信息（含短信验证码内容）、客户身份证件信息等（统称为“认证信息”）或认证信息的组合进行信息验证、交易授权，通过包括但不限于互联网、手机、电视和电话语音等渠道进行款项支付的业务。

Citibank ePay is a type of cardless payment service where the Customer could authorize transaction and make payment through the channels including but not limited to Internet, mobile phone, television as well as telephone and voice mail by providing the Debit Card numbers, passwords, mobile phone numbers, SMS (including one time passwords), ID numbers and other identification verification information (hereinafter referred to as "Verification information") without swiping the Debit Card.

**33.2** 客户在银行申请开通花旗逸支付业务功能前须在银行合法开设借记卡账户，客户使用花旗逸支付方式对借记卡账户进行操作时必须遵守银行的借记卡相关条款和条件。

The Customer applying for Citibank ePay service shall open a debit card account in Citibank China beforehand and shall comply with Debit Card Terms and Conditions in operation of the debit card account through the use of Citibank ePay service.

**33.3** 客户在申请开通花旗逸支付业务时，向银行提供的客户个人信息资料应当均为真实、准确、完整的，且客户同意银行为花旗逸支付业务之目的，将与申请开通花旗逸支付业务相关的个人信息，包括但不限于手机号、借记卡卡号提供给花旗逸支付业务的相关服务提供方。客户进一步同意在有关信息发生变更的情况下及时通知银行，否则由此发生的风险和责任由客户自行承担。

The Customer applying for Citibank ePay service shall ensure to the Bank that all personal information the Customer provides are authentic, accurate and complete, and shall agree the Bank to disclose Customer's information, including but not limited to the mobile phone number and the Debit Card number, to relevant service providers. The Customer shall further agree to notify Citibank China immediately should there be any change to the Customer's information which has been provided to the Bank. Otherwise, any delay or loss incurred thereby will be borne by the Customer.

**33.4** 花旗逸支付业务功能将于银行接受客户业务申请后的第三个工作日开通。

Citibank ePay service will be activated in three working days after the service application has been accepted by Citibank China.

**33.5** 客户应明确知晓并接受，花旗逸支付业务功能开通后，若客户通过第三方服务提供商提供的无卡支付服务平台（“支付平台”）方可进行无卡支付的，客户使用花旗逸支付业务即视为客户已同意接受该等第三方有关无卡支付业务的规则、条款和条件之约束。

The Customer shall fully understand and acknowledge that under the circumstance that the cardless payment needs to be made through Cardless Payment Platform (hereinafter referred to as "Payment Platform") provided by Third Party Service Providers after the activation of Citibank ePay service, the Customer's using of ePay service will be deemed as the Customer has agreed to be bound by the Terms and Conditions relating to cardless payment formulated by the Third Party.

**33.6** 银行对第三方服务提供商及其提供的支付平台不提供任何形式的保证或承担任何形式的责任，包括但不限于：

The Bank makes no representation, warranty or guarantee as to, and shall not be responsible for, the Third Party Service Providers and the Payment Platform provided by the Third Party Service Providers, including but not limited to:

**33.6.1** 由于第三方服务提供商和/或其提供的支付平台原因（包括但不限于支付平台因任何原因中断、中止、故障、延迟、错误或被另行影响）导致花旗逸支付和/或交易无法正常进行；或

Citibank ePay service cannot be used and/or transactions cannot be processed normally because of the Third Party Service Providers and/or the Payment Platform provided by the Third Party Service Providers (including but not limited to the breakdown, ceasing, failure, delay, error of the Payment Platform or the Payment Platform being otherwise influenced).

**33.6.2** 由于第三方服务提供商和/或其提供的支付平台原因可能导致的任何其他风险或不利后果。

Other potential risks or adverse consequences caused by the Third Party Service Providers and/or the Payment Platform provided by the Third Party Service Providers.

**33.7** 客户在花旗逸支付过程中使用的手机号码应当与客户留存在银行的手机号一致。海外手机暂不支持此项服务。

The mobile phone number used in Citibank ePay transaction shall be the same as the one registered with Citibank China. Citibank ePay service is currently not available to the mobile using overseas mobile operator.



**33.8** 客户应妥善保管已申请花旗逸支付业务的借记卡卡号、密码、身份证件信息、手机和手机信息(含短信验证码内容)等认证信息,因客户故意或过失之行为,包括但不限于未适当、未谨慎保管导致上述任何认证信息泄漏的,由此产生的风险及损失由客户自行承担。

The Customer shall keep the Debit Card numbers, passwords, ID numbers, mobile phone numbers, SMS (including one time passwords) and other Verification Information which are used to apply for cardless payment in a proper manner. The Customer shall assume the incurred risks and losses should the Verification Information leaked out due to Customers' intentional or negligent behavior, including but not limited to improper or imprudent safekeeping.

**33.9** 对于任何通过认证信息发出的花旗逸支付交易指令,银行均视同由客户本人发出,且该等交易指令一经发出即被视为授权。银行根据该交易指令扣划客户银行卡账户内资金,并不得以任何理由拒绝支付应付的相关款项。银行在正确履行认证信息验证的前提下不对因交易产生的任何风险和损失负责。

Any transaction instruction made by using Verification Information shall be deemed to be made by the Customer himself/herself. Once the transaction instruction is sent, it is regarded that the Bank is authorized to debit fund from the Customer's Debit Card account, and the due payment shall not be refused by the Customer for any reason. Subject to the Bank's fulfilling of its obligation to verify the Verification Information in a proper manner, the Bank assumes no risks or losses incurred from the cardless transaction.

**33.10** 客户使用花旗逸支付业务,单笔支付额度和每日累计支付额度受银行和第三方服务提供商无卡支付限额的共同约束,以较低者为准。银行现阶段的花旗逸支付的初始限额\*为单笔2000元,每卡每日累计20000元。

客户可通过花旗24小时服务热线95038/400-821-1880(海外来电请拨打86-21-3896-9500垂询)调整逸支付\*单笔及每日累计支付限额。银行或第三方服务提供商可能不时修改支付限额而无需经过客户同意,客户应留意有关公告或网站说明。(\*逸支付初始限额及调整不适用于掌上支付)

Citibank ePay transaction amount is subject to the single transaction limit and daily amount limit pre-set by Citibank China and the Third Party respectively, and the lower limit(s) shall prevail. Currently the single transaction limit is RMB 2,000 and the daily amount limit is RMB 20,000 respectively pre-set by Citibank China\*. The Customer may adjust\* the transaction limits by calling Citibank China 24-hour service hotline: 95038/400-821-1880(or overseas 86-21-3896-9500). Citibank China and the Third Party have the right to adjust the transaction limits from time to time without the Customer's prior consent. The Customer shall be alert to relevant announcements and notices per published on websites. (\*Citibank ePay transaction limits and adjustments are not applicable to Mobile Payment)

**33.11** 客户如欲取消花旗逸支付业务功能,则将一并取消网上银行及掌上银行。取消花旗逸支付业务功能可致电电话银行:95038/400-821-1880或者86-21-3896-9500。

The Online Banking and Mobile Banking would be cancelled if Customers inactivated Citibank ePay service. The customer may inactivate Citibank ePay service through Citibank China 24-hour service hotline: 95038/400-821-1880 (or overseas 86-21-3896-9500)

**33.12** 花旗逸支付业务中的掌上支付业务是由移动通信运营商联合中国银联股份公司(“银联”)共同推出的一项业务,是将客户的手机、手机号码与银行卡账号进行绑定,通过手机短信息、语音等操作方式,以绑定的银行卡为支付结算载体,实现查缴手机话费、银行卡余额查询、消费支付等。

As one kind of Citibank ePay service, Mobile Payment service is jointly launched by the mobile communications operators and China UnionPay Co. Ltd (CUP). By binding the Customer's mobile phone and mobile phone number with his/her bankcard accounts, the Customer is able to pay mobile phone bills, make bankcard balance inquiries and payment transactions through SMS, voice mails, etc. on their mobile phones.

**33.12.1** 客户在银行申请开通花旗逸支付业务功能时或开通之后,可选择是否开通掌上支付业务。客户申请开通和使用掌上支付相关业务服务的,即表示客户接受并同意移动运营商于其官方网站上公布的关于掌上支付的有关规则、条款和条件。

The Customer may choose to activate Mobile Payment service when/after applying for Citibank ePay service. The Customer is deemed to accept and acknowledge the provisions, Terms and Conditions published on the official website of the mobile communications operators when activating Mobile Payment service.

**33.12.2** 尽管有上述第33.4条的规定,掌上支付业务的开通时间以移动通信运营商向客户发送业务开通短信通知为准;

Notwithstanding the Clause 33.4 above, the activating time of the Mobile Payment service shall be when the activating SMS is sent to the Customer by the mobile communications operators.

**33.12.3** 客户将通过短信收到掌上支付密码；

The password for Mobile Payment will be sent to the Customer through SMS;

**33.12.4** 就移动通信运营商相关事宜，客户可向移动10086或联通10010电话客户服务中心进行咨询。

For any inquiry with regard to the mobile communications operators, the Customer may call the hotlines of China Mobile (10086) or China Unicom (10010).

**33.12.5** 客户取消掌上支付业务功能并不会同时自动取消花旗逸支付业务功能。客户取消花旗逸支付业务功能应依照第33.11条的规定办理。

Citibank ePay service will not be automatically inactivated upon the Customer's inactivating Mobile Payment service. The Clause 33.11 shall apply for the Customer to inactivate Citibank ePay service.

**33.13** 在客户违反本条款项下的相关规定的情况下，银行有权拒绝执行客户通过互联网、手机和电话等发送的花旗逸支付相关指令，且不承担任何责任。

In the event that the Customer fails to observe and comply with any terms hereof, the Bank has the right to reject the Customer's ePay instructions through Internet, mobile phone or telephone and assumes no liabilities.

