

## **BOC Credit Card (International) Limited**

### **Additional Terms and Conditions for Tele-services**

These terms and conditions are applicable to and govern the use of the Tele-services, and are supplemental to the terms and conditions contained in the BOC Credit Card (International) Limited User Agreement (“**User Agreement**”) and the terms and conditions of BOC Express Cash Instalment Loan.

#### **1. Definitions**

1.1 The terms defined in the Agreements shall have the same meanings when used herein unless the context otherwise requires, and save where such terms are also defined herein in which event they shall have the meanings set forth herein. In these terms and conditions, unless the context requires otherwise:

“**Account**” shall include (a) “Account” as defined in the User Agreement and/or (b) the account of “Loan” as defined in the terms and conditions of BOC Express Cash Instalment Loan;

“**Agreements**” means (a) the User Agreement from time to time issued by the Company to the Cardholder and applicable to the Cardholder and/or (b) the terms and conditions of BOC Express Cash Instalment Loan from time to time issued by the Company to the Borrower and applicable to the Borrower;

“**Banks**” means the Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited and Chiyu Banking Corporation Ltd., and where the context permits, includes any one of them;

“**Customer**” shall include (a) “Cardholder” as defined in the User Agreement and/or (b) “Borrower” as defined in the terms and conditions of BOC Express Cash Instalment Loan;

“**Company**” means BOC Credit Card (International) Limited;

“**Tele-services**” means the services from time to time provided by the Company which enable the Customer to obtain information from the Company and to give instructions to the Company by telephone;

“**Password**” means the phone banking password(s) issued by the Banks to the Customer for use with the phone banking services and other elements of the phone banking services and/or the secret password the Customer chooses for the phone banking services (or, in each case, any replacement secret password that the Customer chooses); and

“**Operations Guide**” means the guidelines the Company provide from time to time in connection with the Customer’s operation of the Tele-services, which may include guidance (a) in hard copy form (for example, in a user manual or by letter); (b) spoken guidelines (for example, by any technical helpdesk the Company or the Banks may operate); and (c) in the Banks’ or the Company’s website from time to time.

1.2 In case of inconsistency or discrepancy between the Agreements and the terms and conditions set out herein, the latter shall apply for the purpose of Tele-services.

1.3 The terms herein shall not in any way affect or be interpreted to result in the abrogation of any existing duty or obligation imposed on the Customer by the Agreements.

## **2. The Tele-services**

- 2.1 The Tele-services provide an alternative channel through which the Customer may, inter alia, conduct transactions by means of the telephone. As such, any transaction conducted by means of the telephone will be subject to the terms and conditions herein and the Agreements.
- 2.2 The Tele-services are provided by the Company to the Customer subject to and upon the terms herein to enable the Customer to give instructions to or otherwise communicate with the Company for the purposes of obtaining information about, or conducting transactions through, one or more Account(s) through the telephone.
- 2.3 The Tele-services are provided by the Company to any Customer being a valid holder of any Account designated from time to time by the Company as eligible to use the Tele-services.
- 2.4 The Company reserves the right at any time and from time to time without notice to the Customer to suspend or terminate any of the Tele-services or vary any of the Tele-services in any way as they think fit including without limitation by:
- (a) expanding, modifying or reducing the scope of any of the Tele-services;
  - (b) imposing or varying any condition or restriction on the use of any of the Tele-services; and
  - (c) prescribing or changing the hours during which any of the Tele-services is available.
- 2.5 By using the Tele-services, the Customer shall be deemed to have received and agreed the terms herein.
- 2.6 The Company may from time to time offer one or more types of additional Tele-services to the Customer in which case relevant additional terms and conditions may become applicable to him. The use and continue to use of the Tele-services by the Customer shall constitute conclusive evidence of the Customer's acceptance of and agreement to be bound by such additional terms and conditions.
- 2.7 Subject to section 2.4, if the Company decides to suspend, terminate or vary any of the Tele-services, the Company may give the Customer 30 days' or shorter period of notice which is reasonably required in the circumstances.
- 2.8 Bill payment services
- (a) The Company may offer bill payment services from time to time and this section 2.8 shall only be effective when such services are available.
  - (b) The Customer may instruct the Company to transfer the available credit limit or any part thereof from the Account to an account of a stipulated payee organization.
  - (c) Subject to section 2.8(d), the Customer may issue any number of instructions to the Company.
  - (d) The Customer shall not issue (and the Company shall not be obliged to accept) instructions to make payment in any one day with an aggregate amount which exceeds the daily limit from time to time specified by the Company.
  - (e) The Company shall not be liable to the Customer for any loss or damage to him as a result of non-acceptance of instructions by the Company.

- (f) The Customer acknowledges that the payments made under the Tele-services to the payee organization will be subject to the minimum turnaround time of crediting from time to time prescribed by the Company.
- (g) The Company shall be entitled to provide a report on a daily or other regular basis to each of the payee organizations taking part in the Tele-services. This report will list out all the users of the Tele-services who have made payments to that payee organization and the respective amounts paid by each of those users to that payee organization and credited into that account of the payee organization on each day.

### **3. Operations Guide**

- 3.1 The Company shall make available the Operations Guide to the Customer. The Customer shall be obliged from time to time to request the Company to provide a set of the Operations Guide, which covers (among other things) the times when the Tele-services is available and how to access and operate the Tele-services.
- 3.2 The Customer shall follow all relevant Operations Guide when accessing and operating the Tele-services.
- 3.3 The Company may inform the Customer from time to time about changes to access or operation of the Tele-services. The Customer shall observe all such changes when accessing or operating the Tele-services.

### **4. Security**

In order to ensure that only the Customer shall be able to access and give instructions for the Tele-services, the Customer shall adopt and at all times maintain the security procedures as described in the Agreements, all terms and conditions issued by the Banks or the Company and the amendments from time to time thereof.

### **5. Instructions given through the Tele-services**

- 5.1 The Customer shall be required to enter Password and/or otherwise provide the Account number and/or other identity verification details for the purposes of accessing the Tele-services via the telephone and giving instructions to Company through the telephone. The Company may without prior notice require the Customer to enter and/or otherwise provide such specific information for conducting such types of transaction through the telephone as the Company may from time to time consider appropriate and determine to safeguard the interest of the Customer and/or the Company.
- 5.2 Any instruction given by the Customer shall be considered to be received by the Company only if it is given in the manner prescribed by the Company and actually received by the Company.
- 5.3 The Company may but is not obliged to send any advice or confirmation to the Customer regarding the receipt or process of any such instruction.
- 5.4 The Customer agrees that the use of the Password and/or other identity verification details is an adequate identification of him. The instructions given by the Customer (using the Password and/or other identity verification details via the Tele-services) shall be irrevocable and the Company shall be entitled to act on such instructions without obtaining any further written or

other confirmation from the Customer, even if such instructions are not actually given or authorized by him.

- 5.5 The Company shall only act on any instruction which, in its sole and absolute determination, is capable of being acted on in accordance with the normal business practice and procedures of the Company.
- 5.6 The Customer may request the Company to amend or cancel any instruction given in connection with the Tele-services. Any such amendment or cancellation shall not be effective unless and until the relevant request is accepted and confirmed by the Company. Any instruction acted on by the Company prior to acceptance and confirmation of the relevant amendment or cancellation shall be irrevocable and binding on the Customer. The Customer shall be responsible for any cost or liability whatsoever incurred by the Company as a result thereof.
- 5.7 All records kept by the Company in relation to the Tele-services shall, save in the case of manifest error, be conclusive evidence of their contents and binding on the Customer.
- 5.8 The Customer acknowledges that there may be time lag in the transmission of instructions by the Customer to the Company.

## **6. Unauthorized instructions**

- 6.1 Provided that the Customer has ensured that all the security procedures described in the terms herein have been faithfully observed, he shall not be responsible or liable for any instruction that is not authorized by him but is given using his Password if:
  - (a) such instruction is given after the Customer has notified the Company that he has discovered or suspects that his Password is disclosed or otherwise made known to unauthorized third party(ies) in accordance with the terms herein; or
  - (b) the Password of the Customer has become known to the person giving the unauthorized instruction as a result of the Company's failure to comply with the terms herein or any negligence or wilful default on its part.
- 6.2 The Customer shall be solely responsible for ensuring the accuracy, adequacy and completeness of all instructions given by him via the Tele-services. The Company shall be under no obligation to verify the accuracy, adequacy and completeness of the instructions from the Customer. Without limiting the scope of anything in this section, unless it is directly caused by gross negligence or wilful default on the part of the Company, the Company shall not be liable for any loss or damage to the Customer as a result of:
  - (a) the Customer's instructions to transfer the available credit limit or any part thereof being inaccurate, inadequate or incomplete in any manner; or
  - (b) any failure, refusal, delay or error by any third party through whom any such fund transfer is to be made to transfer the funds to or to credit the account of the intended payee.
- 6.3 The Customer shall be liable for all losses and liabilities whatsoever due to unauthorized use if he has acted fraudulently or with gross negligence or if he is in default of any of the security obligations or the notification requirements described in the terms herein.

## **7. Further terms in relation to instructions of the Customer**

- 7.1 The Company shall be entitled to debit any payment plus any charge payable for the transaction from the Account specified by the Customer or any other Account after the Company received an instruction from him.
- 7.2 The Company may refuse to carry out an instruction given by the Customer via the Tele-services or require written confirmation from the Customer of a particular instruction when in its absolute discretion it believes that it is justified to do so.
- 7.3 The Company shall be entitled, after making reasonable efforts to check whether it was properly authorized, to take steps to reverse any action taken on the basis of an instruction if the Company has reason to believe that such instruction may not have been properly authorized by the Customer. The Company shall not be liable for any loss to the Customer that results from such a reversal.
- 7.4 When the Customer gives an instruction via the Tele-services, the Company shall act on such instruction in accordance with the cut-off times notified to the Customer through the Tele-services. The Company may from time to time notify the Customer of changes to these cut-off times. Instructions given at any other time may not be acted on until the next Business Day.
- 7.5 The Company shall not be obliged to execute the Customer's instructions and shall not be liable for any loss or damage to the Customer as a result of non-process of the instructions given by the Customer, if on the stipulated date of execution:
- (a) the Account does not contain sufficient available credit limit to execute the Customer's instruction; or
  - (b) the Account does not contain sufficient available credit limit to pay for any charge, fee, interest or other sum that may be payable by the Customer to the Company; or
  - (c) the execution of the Customer's instructions will cause the balance in the Account to exceed the credit limit that the Company have set for the Customer and/or the Account; or
  - (d) the Account is closed, frozen or inaccessible for any reason.
- 7.6 The Customer (but not the Company) shall be responsible for any charge imposed, or any other action taken, by a receiving bank or intended receiving bank, where:
- (a) the Account does not contain sufficient available credit limit for the Company to execute the Customer's instruction; or
  - (b) a court or other body of competent jurisdiction prohibits withdrawals from the Account; or
  - (c) the Account is closed, frozen or inaccessible for any reason; or
  - (d) the Account or any available credit limit in the Account have been put on hold; or
  - (e) the execution of the Customer's instruction to transfer funds will cause the balance in the Account to exceed the credit limit that the Company have set for the Customer and/or the Account; or
  - (f) the Customer did not, in the sole opinion of the Company, correctly use the Tele-services; or
  - (g) circumstances beyond the Company's reasonable control prevent the execution of the Customer's instructions.
- 7.7 The Company shall be entitled to determine at its discretion the order of priority in executing the Customer's instructions to transfer the available credit limit or any part thereof, make payment and/or any other existing arrangement or instruction.

7.8 For the purpose of this section 7, “available credit limit” means the total sum of the credit limit (for the time being remaining available to the Customer) and the credit balance (if applicable) of the Account.

## **8. Personal data**

The Customer authorizes the Company to transmit any information relating to the Customer, the Account, any instruction given by the Customer and/or any transaction conducted via the Tele-services to any third party which the Company may deem necessary for implementing any instruction given by the Customer or the provision of the Tele-services to the Customer.

## **9. Termination of the Tele-services**

9.1 The Customer may terminate his use of the Tele-services at any time by giving notice to the Company through the telephone number the Company may from time to time designate for this purpose or by using such other method of termination as the Company may notify to him from time to time.

9.2 If the Customer has more than one Account, he may not terminate the Tele-services solely in respect of any one of the Accounts, unless he is notified by the Company to the contrary in the Operations Guide or otherwise in writing.

9.3 The Company shall be entitled to terminate or suspend the Customer’s use of the Tele-services at any time. The Company may (but not obliged to) give the Customer 30 days’ notice. As such, the Company may give the Customer a shorter period of notice or no notice if they consider it necessary, for example because of security concerns in connection with the Customer’s use of the Tele-services or because the Company is concerned that the Customer has used or may use the Tele-services to create an unauthorized overdraft or otherwise to operate any of the Accounts in breach of the Customer’s arrangements with the Company.

9.4 Termination of the Customer’s use of the Tele-services shall not affect the instructions already given by the Customer via the Tele-services.

## **10. Quality of Tele-services: Recording calls and instructions**

To protect both the Customer and the staff of the Company or the Banks, and to help resolve any dispute between the parties, the Customer acknowledges and agrees that:

10.1 telephone conversations between the parties to the Tele-services may be recorded; and

10.2 the Company or the Banks may keep a record of all instructions given by the Customer via the Tele-services; and

10.3 the Company or the Banks may listen to telephone calls (and recordings thereof) made in respect of the Tele-services in order to assess and improve the quality of the Tele-services.