The Card(s) (as defined below) is/are issued by BOC Credit Card (International) Limited ("Company") on the following terms and

CREDIT CARD USER AGREEMENT

Interpretation
Unless the context otherwise requires, the following

expressions shall have the following meanings in this Agreement:"Account" means an account (either HKD Account or CNY) Account or USD Account as the context may require) opened by and maintained with the Company under the

name of the Cardholder to which the Charges shall be

"Additional/Supplementary Card" means a Card issued by the Company to an Additional/Supplementary Cardholder nominated by the Main Cardholder and at the joint request of the Main Cardholder and such Additional/ Supplementary Cardholder;
"Additional/Supplementary Cardholder" means any,

person to whom and in whose name an Additional Supplementary Card is issued; 'ATM" means any outcome: means any automatic teller machine in operation in the JETCO, PLUS, CUP and/or CIRRUS Networks an such other networks as from time to time announced by "Card" means any card whether single or dual currency

credit card, whether physical card (VISA credit card MasterCard credit card, CUP credit card) or Virtual Card issued by the Company and any Private Label Card issued by the Company jointly with a Merchant which includes Main Card and Additional/Supplementary Card and any renewal or replacement Card

"Cardholder" means any person to whom and in whose name a Card is issued and includes Main Cardhol and Additional/Supplementary Cardholder as the context 'Charges" means the aggregate value or amount of all purchase of goods and/or services and/or cash advances effected by the use of the Card and all relevant fees,

charges, interest, costs and expenses in connection 'CNY" means Renminbi yuan, the lawful currency of the People's Republic of China; "CNY Account" means any CNY account opened by and

maintained with the Company under the name of the Cardholder for the purposes of recording debts and the credits in CNY in respect of usage of the Card under this Connected Parties" means a director/supervisor/chief

executive/senior management and key staff/chairman o committee/head of department/head of branch/lending officer/controller (holdings 5% or more shareholding alon or together with associates who are controllers) of Bank of China (Hong Kong) Limited ("BOCHK") or Bank of China Limited (including their subsidiaries and branches) or BOCHK's subsidiaries, affiliates and other entities ove which BOCHK is able to exert control or controller/minority shareholder controller/director/senior management and key staff of such subsidiaries, affiliates and other entities or being any firm, partnership or non-listed company which any of the aforesaid persons or their relatives is/are able to control. The customer's quarantor is any controlled ninority shareholder controller or director of BOCHK o "CUP" means UnionPay International Company Limited

a joint stock limited liability company incorporated in the People's Republic of China with headquarters in Shanghai, the People's Republic of China; "Fees Schedule" means the schedule setting out the annual fees, cash advance handling fee, late charge interest and other fees and charges from time to time in "Hong Kong" means the Hong Kong Special

istrative Region of the People's Republic of China; HKD" means Hong Kong dollars, the lawful currency of Hong Kong;
"HKD Account" means any HKD account opened by and maintained with the Company under the name of the Cardholder for the purposes of recording debits and credits in HKD in respect of usage of the Card under this

Main Card" means a Card issued by the Company to Supplementary Cards are issued thereto; Main Cardholder" means any person t means any person to whom and in whose name a Main Card is issued; "Mainland China" means any part of the People's

Republic of China but excluding Hong Kong, Macau and

Merchant" means a merchant whose name and/or logo is/are appeared on the face of the Private Label Card n lieu of or in addition to the name and/or logo of the

"New Transaction" means in relation to a Statement, transaction by which the Cardholder has incurred any Charges through the use of the Card, occurring:(a) at any time after the time ("Relevant Time") at which the last transaction as shown in that

tatement was effected by the use of the Card; or at any time before the Relevant Time, the Charge respect of which have not as of the date of tha Statement been debited to the Account and shown that Statement. "PDP Ordinance" means the Personal Data (Privacy)

Ordinance, Chapter 486 of the Laws of Hong Kong; 'PIN" means in relation to a Card, the personal identification number of the Cardholder required to access to services provided by the Company from time to time through the Card;
"Private Label Card" means a credit card issued by the

Company in association with a Merchant and which carries the identity and/or the logo of the Merchan subject to the terms and conditions governing the use of the relevant Private Label Card as prescribed from time to

"USD" means United States dollars, the lawful currency of the United States and its overseas territories; "USD Account" means any USD Account opened by and maintained with the Company under the name of the Cardholder for the purposes of recording debts and the credits in USD in respect of usage of the Card under this

Agreement;
"Virtual Card" means the credit card product and/or services offered by the Company A Virtual Card will be ssued in the form of a credit card account number with any physical card and shall include VISA Virtual Card and/or MasterCard Virtual Card or other Virtual Cards from time to time issued by the Company; and

"Virtual Card Shopping Transaction" means any purchase of goods and/or services effected by the use of the Virtual Card account number via internet, telephone, fax or mai order or other means as the Company may from time to time determine.

In this Agreement, words denoting the singular shall include the plural and vice versa and reference to one gender shall include all genders, unless the context therwise requires. Any reference to the Company shall where the context permits or requires be deemed to include a reference to

its successors and assigns. The Company may (in its discretion) issue one or more of the Cards to the Cardholder subject to the terms and conditions of this Agreement. When a Card is issued the Company will set up and maintain the Account to which

2.2 Upon the application of the Main Cardholder and subject to the approval of the Company (in its discretion),

the Charges will be debited and/or credited.

the Company may issue one or more Additional/ Supplementary Cards to the Additional/Supplementary 2.3 Immediately upon receipt of the Card from the Company, sign the Card on the space provided; and

sign and return to the Company any acknowledgment

f receipt of such card or otherwise activate such

Card in accordance with the instructions of the 2.4 The signature of the Cardholder on the Card, or the use or activation of the Card by the Cardholder shall constitute conclusive evidence of the Cardholder's acceptance of agreement to be bound by the terms and conditions

2.5 A renewal Card shall normally be issued at least 30 days prior to the expiry date of a Card. Unless written notice of termination of the Card is received by the Comp within such 30 days' period, the renewal Card shal be deemed to have been received by the Cardholder by the expiry date. By activating or using the renewal Card or continuing to use the Card after its expiry date the Cardholder shall be deemed to have accepted the enewal Card.

of this Agreement.

The Company shall have the right to refuse issuing a replacement Card to the Cardholder if his/her Card is ost or stolen. Where a replacement Card is issued, th Company shall be entitled to charge a handling fee for

Use of the Card Use of the Card is restricted exclusively to the Cardholde for bona fide purchase of goods and/or services and/ or cash advances only and the Cardholder shall not use the Card for any other purposes, in particular any illega ourposes including without limitation payment for any dal transaction 3.2 The Cardholder shall not transfer the Card to any perso

or allow any person to use the Card or pledge the Card pplicable for Dual Currency Credit Card)

For dual currency credit Card which is denominated in both HKD and CNY, the Card is valid for use by the Cardholder in Mainland China, Hong Kong and such other places from time to time designated by the Company for bona fide purchase of goods and/or services in merchant and connected to CUP's point of sale system and/or cas other credit card facilities or services as the Company may from time to time provide

Currencies settled in respect of all Charges incurred in a card transactions effected by the use of the Card in HKD will be posted to the HKD Account. Currencies settled in respect of all Charges incurred in all card transactions effected by the use of the Card in currencies other than HKD or CNY shall be posted into the HKD Account after determined by reference to the rate of exchange adopted by CUP/BOCHK on the date of conversion plus a nandling fee (if applicable) charged by the Company as set out in the Fees Schedule Subject to Clause 3.6, Charges incurred in all card

transactions effected by the use of the dual currency credit Card in CNY will be posted to the CNY Account. Charges incurred in certain card transactions effected y the use of the dual currency credit Card in CNY may be posted to the HKD Account due to the settlement arrangement if the card transactions are processed by merchant establishments or financial institution in HKD including but not limited to Charges incurred through cash advance in CNY effected at the JETCO ATM. Applicable to Private Label Card

Use of a Private Label Card and services relating to a Private Label Card are subject to the prevailing te and conditions governing the relevant Private Label Card prescribed by the Company from time to time and at the designated outlets of the Merchant and other merchant outlets (if any) designated by the Company, Holders of and privileges available to other Cardholders which nclude but not limited to the following:-

cash advance: ATM service; and

virtual card account. This User Agreement is applicable to the use of Private Label Card but the provisions relating to the features or benefits set out in the paragraph above are not

(Applicable to Virtual Card)
3.8 The Cardholder of Virtual Card may use the Virtual Card to effect Virtual Card Shopping Transaction only. Holders of Virtual Card may not enjoy all or the same benefit and privileges available to other Cardholders which include but not limited to the following:-

cash advance: issuance of additional/supplementary Card(s); and ATM service. This User Agreement is applicable to the use of Virtual Card but the provisions relating to the features or benefits et out in the paragraph above are not applicable

The Cardholder of Virtual Card shall at his/her own costs and expenses obtain all computer hardware equipmen and software (including without limitation digital certificate) necessary for effecting Virtual Card Shopping ransaction 3.10 Instalment Purchase Payment Plan

(a) Upon the application of the instalment purchase payment plan for the purchase of goods/services ("IPP") by the Cardholder and subject to the approval of the Company (in its discretion), the Cardholder irrevocably authorizes the Compan to pay to the merchant the aggregate interest-free purchase instalment amount ("Interest-free Purchase Instalment Amount") for the Cardholder's purchase of the relevant goods/services (in such manner as may be agreed between the merchant and the Company) and to debit the Account in the number of instalments as show on the relevant ales slip/written confirmatior

The Interest-free Purchase Instalment Amount shall be repaid by equal monthly instalments (the "Monthly Instalments" and each a "Monthly Instalment") which shall be confirmed in the relevant written confirmation or the slip and such amount shall be rounded up to the nearest cent.

The first Monthly Instalment shall be debited to the Account at the time when the IPP has been approved. Each subsequent Monthly Instalment shall be debited on the first working day after the subsequent next statement date provided that i there is not such a day in any subsequent calendar month, the relevant Monthly Instalment shall be debited on the last day of that calendar month or if such day is not a working day for the Company or the relevant Monthly Instalment cannot be debited to the Account for reasons beyond the control of the Company, the same shall be debited to the Account in accordance with the usual practice of

At the time when the IPP has been approved, the available credit limit in the Account shall be reduced (if not yet reduced) by the Interest-free Purchase istalment Amount and shall be increased by the nthly Instalment amount repaid to the Account

The Cardholder may by written notice apply for early repayment of all but not the part of the outstanding Monthly Instalments. Upon approva of such application, the Company shall debit all outstanding Monthly Instalments, early repayment administration fee (if any) to the Account. Notwithstanding anything herein to the contrary, in Cardholder refund the Credit Balance to the Cardholder

reason or the Company reasonably considers it necessary to protect its interest, the Company shall be entitled to debit all of the outstanding stalments to the Account at any time without prior notice to the Cardholder.

In the event the Cardholder executes an Interes free Purchase Instalment Program ("Program") Direct Debit Authorization Form ("DDA Form") for application of designated IPP under the Program, the Cardholder shall be subject to the terms and conditions of the DDA Form which shall prevail to the standard Clauses of this Agreement to the extent of any inconsistency. The Cardholder acknowledges that the chargeback provisions of card organizations shall not be applicable to the designated IPP under Program which is not a ial credit card transaction Credit Limit

the event there is any default in the Account, or the

Account is terminated or suspended for whateve

The Company may from time to time (in its discretion) determine the credit limit and/or cash advance limi n respect of any Card issued by the Company to the are issued, the Main Cardholder and the Additional and independent credit limits or may share any credit mits in such proportion as the Company may (in its absolute discretion) from time to time determine

The Cardholder shall strictly observe the credit limit and cash advance limit, if applicable, imposed by the Company from time to time and shall not use the Card n excess of such credit limit and/or cash advance limit Breach of this Clause 4.2 shall not in any way reduce or any Charge arising as a result of such breach and the Company shall be entitled to charge a handling fee at the rate as set out in the Fees Schedule.

The Cardholder shall forthwith pay to the Company at amount in excess of such credit limit upon receipt of lemand from the Company. The Company shall be entitled to charge a handling fee at the rates as set out in the Fees Schedule on each cash advance made available to the Cardholder.

Account Statement and Payment The Company shall send a statement of account to the Cardholder on a monthly or other periodic basis ("Statement") showing, inter alia, the balance in the account as at the end of the statement period specifie therein ("Current Balance"), the minimum payment due from the Cardholder in respect of any Current Balance which is outstanding and due from the Cardholder ("Due Date"), except where there is no New Transaction nce the last statement. Unless the Company receives within 60 days from the

Cardholder to the contrary, the Company shall be entitled to treat all transactions shown on the Statement as Any Current Balance which is outstanding and due from the Cardholder shall be payable immediately upon receipt

date of the Statement a notification in writing from the

of the Statement. If payment of the whole of such outstanding Curren ance is received by the Company on or before the Due Date, no interest shall be payable in respect of such rent Balance. If no payment or payment of less thar the Current Balance is received by the Company on o Fees Schedule (which shall apply before as well as afte udgment) shall be charged on (i) the unpaid balance from e date of the Statement on a daily basis until paymen in full and (ii) the amount of each New Transaction from the date of that New Transaction on a daily basis unti navment in full. All interest charged shall be debited to the count on a monthly or other periodic basis

If no payment or payment of less than the Minimur relevant Due Date, then in addition to the interest payable on the unpaid balance pursuant to Clause 5.4, a late charge as set out in the Fees Schedule shall be charged. which shall be debited to the Account on the date of the

Statement next following ("Next Statement Date").
5.6 All payment made by the Cardholder shall be deemed to be made on the date on which immediately available cleared fund is actually received by the Company All payment made to the Company pursuant to thi Agreement shall be made in base currency of the Card

subject to the Company's discretion to accept payment in other currencies. Charges which are effected in currencies other than the base currency of the Card may be debited to the Account after conversion into the base currency of the Card at a rate determined by the Company. Should the Company accept payment rendered in currencies other than the base currency of the Card, such payment nay be credited into the Account after conversion in the base currency of the Card at a rate determined by the Company which may be subject to the payment of a conversion fee as set out in the Fees Schedule, and version fee shall be debited to the Account. Wher payment is made by means of a bank draft or any othe similar instrument, only such amount net of all collection, administrative or handling fees for processing such bank draft or instrument will be credited into the Account

For dual currency credit Card, payments to the HKD Account shall be in HKD and payments to the CNY Account shall be in CNY subject to the Company's discretion to accept payment in other currencies Should the Company accept payment rendered in othe currencies, such payment may be credited into the HKD Account or CNY Account to which such payments relate. ter conversion into HKD or CNY at a rate determine by the Company which may be subject to the paymen chedule. All payments into or credit made to eithe the HKD Account or the CNY Account will be as by the Company in accordance with Clause 5.9, and e payment is in excess of the outstanding balance of the Charges in respect of the applicable Account, such excess shall not be used to settle outstanding balance of the other Account denominated in different currency. Any excess payment in settlement of HKD Account shall not be used to settle outstanding balance in CNY Account and vice versa subject to Clause 5.11.

Payment received from the Cardholder shall be applied towards repayment of the balance of the Account in the following order or in such other order as the Company may in its absolute discretion determine from time to

all interest, fees and charges; monthly instalment amounts from the highest APR to the lowest APR (c) outstanding principal amount of transactions from the highest APR to the lowest APR.

5.10 Where an Additional/Supplementary Card(s) is/are issued, payment made by a Main Cardholder shall be applied

towards payment of the respective sums of moneys due from the Main Cardholder and from the Additional Supplementary Cardholder(s) in such order and priority as the Company may in its absolute discretion determine from time to time.
The Company shall have the right (in its absolute discretion) to refuse the payment of any sum of money into the Account in excess of the Current Balance of the

Account. In the event there is any excess fund in the Account, the Company shall be entitled but not obliged to apply the same towards repayment of any outstanding balance of the Account as and when it arises.

5.12 If after settlement of all outstanding Charges and any claims by the Company against the Cardholder there exists any credit balance in the Account ("Credit Balance"), the Company may at any time on its own volition or shall within reasonable time upon request of the 5.13 For Credit Balance in HKD Account, the Company shall refund the Credit Balance in HKD. For Credit Balance in CNY Account, the Company has sole discretion to refund to the Cardholder either in HKD (converted from CNY at a rate of exchange determined by the Company) or CNY display: and and in such manner and at such locations in Hong Kong when transactions are made through the use of as the Company may determine. The Company is entitled counterfeit cards. to charge a handling fee as set out in the Fees Schedule

for each refund. 5.14 The Account may be debited even though the Charges were incurred (without limitation) by (i) telephone fax, mail order or direct debit authorization, or (ii) the use of a Card over the internet, at an ATM, merchant establishment or financial institution's point of sales ninal (including contactless card sensor), credi payphone or any other facility permitting use of the Card without the execution of a sales draft or the signature of the Cardholder. A Cardholder's failure to sign any sales draft or cash advance voucher will not relieve the Cardholder from liability to the Company in respect 5.15 The Cardholder's payments will be made without any set-off, counterclaim or condition and free of all taxes.

increased amount so that the Company receives a net amount equal to what the Company would have received I there been no withholding or deduction 5.16 In the event that the Company makes any payments to the Cardholder, the payments will be made subject to applicable laws, regulations, directives and Obligations defined in Clause 18.8 below) and any requ iction or withholding. The Cardholder confirms tha the Cardholder has (or will at the relevant time have) provided notice to and secured consent or waiver from any person owning a beneficial interest in such payments respect of the aforesaid deduction or withholding. Company is authorized to pay the amount deducted or withheld to the relevant authority in accordance with the

withholdings or deductions. If a withholding or deduction

is required by law or the Obligations (as defined in Clause 18.8 below) or otherwise, the Cardholder will pay an

Fees and Charges and Interest Rates All fees, charges and interests payable by the Cardholder under this Agreement are more particularly set out in and shall be paid according to the Fees Schedule. The Company may from time to time (in its discretion) revise the Fees Schedule in accordance with Clause 20. Copies of the current Fees Schedule are available on request from the principal place of business of the

relevant requirement.

Company in Hong Kong and on the Company's website at www bochk com Where an Additional/Supplementary Card(s) is/are issued, the Company may (in its absolute discretion) treat any or all fees, charges and/or interests arising out of the use of any Additional/Supplementary Card as though the ne were incurred by the Main Cardholder to all intents

Cardholder's Obligations and Liabilities The Cardholder shall take reasonable care to keep the Card safely under his/her personal control. Further a Cardholder shall not disclose the PIN and/or the Virtual Card account number to any other person and shall act keeping the PIN and the Virtual Card account number secret. Without limiting the generality of the foregoing, the Cardholder must take the following measures to keep the Card safe and the Virtual Card account number and PIN secret to prevent fraud:keep any record of the PIN separate from the

> Card and/or any record of the Virtual Card account destroy the original printed copy of the PIN; never write down the PIN on the Card or on anything usually kept with or near the Card and/or any record of the Virtual Card account number;

never write down or record the PIN without disguising it; never use any easily accessible personal use the Card in accordance with the procedures

nstructions and/or security guidelines from time to time issued by the Company 7.2 Upon the occurrence of any of the following events, the Cardholder shall report as soon as reasonably practicable to the Company by phone to the 24-Company and thereafter confirm the same in vriting within 24 hours or such other period as the Company may prescribe from time to time:-

loss and/or theft of the Card; unauthorized use of the Card and/or the PIN: disclosure of the Virtual Card account number and/ or the PIN to any unauthorized person; suspicion of any counterfeit card bearing the same

umber as the Card or purported to be issued under the Account: and/or any suspected unauthorized use of the Card and/ or the PIN and/or disclosure of the Virtual Card account number and/or the PIN

Without prejudice to the obligations under Clause 7.2, the Cardholder shall report the relevant event to the police and shall submit to the Company satisfactory documentary evidence of such police report as soon as reasonably practicable.
The Company shall be entitled to act on any instruction (whether oral or in writing) purportedly given by the Cardholder and any action so taken by the Company

shall not render the Company liable to the Cardholder or otherwise discharge any liability of the Cardholder. Notwithstanding anything contained herein to the contrary, the Cardholder shall repay to the Company immediately upon demand from the Company:

the outstanding balance of the Account; all Charges in respect of the transactions effected by the use of the Card but not debited to the Account; and

all fees and charges payable by the Cardholder to the Company under this Agreement. Unauthorized Transactions The Cardholder shall examine his/her Statement carefully and report any unauthorized transactions in the Statement

to the Company within 60 days from the date of the 8.2 The Company shall use reasonable endeavours, except in circumstances which are beyond its control, to complete the investigation within 90 days upon receipt of notice of an unauthorized transaction from the Cardholder. In the event that the Cardholder shall have informed the

Company of any unauthorized transaction before the Due Date and payment of the disputed amount has been withheld over the investigation period, the Company reserves the right to re-impose any fees, charges and/ or interest on the disputed amount over the period nmencing from the date of transaction (or such later date as the Company may in its absolute discretion determine from time to time) until full payment of the disputed amount together with all related fees, charges and/or interest if such dispute made by the Cardholde shall subsequently be proved to be unfounded. Cardholder's Liabilities for Unauthorized Transaction Provided that the Cardholder has acted in good faith and

with due care (including taking the precautions under Clause 7.1 and reporting any loss, theft, disclosure and/or unauthorized use of the Card, the PIN and/or the Virtual the Cardholder shall not be responsible for the loss and in the event of misuse when the Card has not been received by the Cardholder for any unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft, disclosure and/or unauthorized use of the Card, the PIN and/or the Virtual Card account (c) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on

Subject to Clause 9.3 and provided that the Cardholder has acted in good faith and with due care (including taking the precautions under Clause 7.1 and reporting loss, the disclosure and/or unauthorized use of the Card, the PII and/or the Virtual Card account number in accordan vith Clause 7.2), the liability of the Cardholder for al unauthorized Card transactions (but not in relation to an the maximum amount "of HKD500 or such other amount

Notwithstanding anything contained herein to the contrary, the Cardholder shall be fully liable for all losses and damages arising out of or in connection with loss. theft, disclosure and/or unauthorized use of the Card, the PIN and/or the Virtual Card account number if the Cardholder has acted fraudulently or with gross negligence, or has failed to comply with Clauses 7. or 7.2 or take reasonable precautions to prevent suc loss, theft and/or unauthorized use of the Card, or i the Cardholder's PIN with or without the Cardholder's edge, or if the Cardholder fails to report such los theft, disclosure and/or unauthorized use of the Card PIN to the Company as soon as reasonably practicable (in which case the Cardholder shall be liable for suc loss and damage before the Company receives the unauthorized use of the Card. PIN and/or the Virtual Card account number) and the Cardholder agrees to inde and keep the Company fully indemnified against a

as notified by the Company to the Cardholder from time

to time. The application of this maximum limit is confined

to loss specifically related to the Card Account and does

not cover cash advances.

losses, damages, liabilities and all reasonable costs and expenses reasonably incurred as a result thereof. Liabilities of Main and Additional/Supplementary 10.1 The Main Cardholder shall be liable to the Company fo any and all transactions effected and/or liabilities incurred by the Main Cardholder and Additional/Supplementar

doubt, the Company is entitled to recover any or all liabilities of an Additional/Supplementary Cardholder from either the Main cardholder or the Additional/ plementary Cardholder or both. 10.2 An Additional/Supplementary Cardholder shall be liable only for the transactions effected by him/her and the liabilities incurred by him/her through the use of his/her Additional/Supplementary Card.

Cardholders by use of their Cards. For avoidance of

Limitation on Liabilities Under no circumstances shall the Company be responsible for any direct loss and liability which the Cardholder may suffer or incur as a result of or otherwise relating to any use, misuse or malfunction of the Car or other devices provided by the Company, any Card services offered by the Company or any goods and ervices obtained by the Cardholder through the use of the Card, subject however to the provisions unde Clause 9.1 and except to the extent that any such los and liability is attributable to the fraud, negligence or wilfu default on the part of the Company.
The Company accepts no responsibility for the refusa of any merchant establishment (including any financia

services supplied to the Cardholder. The Company also reserves the right to refuse in its absolute discretion any charge to the Account requested by any merchant estáblis ment or financial institution ny claim or dispute the Cardholder may have against or with any merchant establishment or financial institution shall be resolved directly between the Cardholder and such merchant establishment or financial institution and the Cardholder of his/her obligations to the Company

11.4 The Company shall not be obliged to credit the Account with refunds made by any merchant establishment or financial institution until such refunds together with the relevant credit voucher issued in such form as shall b ecceptable to the Company have been received by the

11.5 The Company shall not be responsible for any delay in or any error, failure or malfunction of any compute system or other equipment employed by the Company in the course of performing its obligations hereunder of providing any Card services to the Cardholder to the extent that it is attributable to any cause beyond the Company's reasonable control.

11.6 Notwithstanding anything herein to the contrary, the Company shall not be responsible for any indirect consequential or incidental loss or loss of profit or opportunities or other types of loss or damage whatsoeve which the Cardholder or any third party may suffer or incur, whether directly or indirectly and howsoever arising In the course of providing the Card services, the Company may communicate with or seek instructions from the Cardholder through telephone, facsimile, interne or such other method as the Company may from time to time determine. In this connection, the Cardholde hereby consents to the Company taking record of an such communication and/or instructions by such mean and retain it for such period as it considers appropriate Company shall in good faith and with due care give effect to such communication and/or instructions withou requiring further confirmation from the Cardholder. An such communication and/or instructions shall, in the bsence of manifest error, be conclusive and binding or

11.8 In the event of any proceedings which a Cardholder may bring against the Company for any cause whatsoever such Cardholder agrees that the Company's liabilit hall not exceed those amounts wrongly charged to the Account (and interest on such amounts fermination and Suspension of the Card

The Cardholder may at any time terminate the Card by giving not less than 14 days' prior written notice to the mpany provided that the Cardholder shall remain liable for all transactions effected through the use of the Card otwithstanding such termination until all sums due under the Account (whether or not posted to the Account) are 12.2 Where an Additional/Supplementary Cards is/are issued.

an Additional/Supplementary Cardholder may terminate his/her Additional/Supplementary Card and the Main Cardholder may terminate the Main Card and/or any or al tional/Supplementary Cards at any time by giving not less than 14 days' prior written notice to the Company. Upon the termination of the Main Card, all Additional Supplementary Card(s) issued thereto shall be such termination, the Main Cardholder shall remain liable for all transactions effected through the use of the Main Card and all the Additional/Supplementary Cards and each Additional/Supplementary Cardholder shall remain able for all transactions effected through the use of his er Additional/Supplementary Card only 12.3 The Company may at any time, with or without notice

as the Company may determine in the circumstances erminate the Card or the Account. The Company may under exceptional circumstances (for example, where the Card or the Account is being used or is suspected of being used for illegal activities or on the death or bankruptcy of the Cardholder or on the confirmation of lebt restructure arrangement), terminate the Card and or the Account without prior notice. The Company is not the Card and/or the Account. Nonetheless, the Compar may provide the Cardholder with reason where appropriate and not against the law. Without limiting the generality of the foregoing, the Company is entitled to terminate the Card by listing the relevant Card in its cancellation list or bulletin without notice whereupon the

right to use the Card shall be revoked.

12.4 The Company may at any time without prior notice suspend, or cancel the Card and/or suspend, cancel or minate any services thereby offered and/or disapprove any transaction proposed to be effected thereby and may

12.5 Upon termination of the Card (whether by the Cardholder or the Company), the Cardholder shall surrender or procure the surrender of the Card to the Company. The Cardholder shall continue to be liable for the use of the Card and for all Charges pursuant to such use notwithstanding termination of the Card. No request t minate a Card shall be effective unless and until such Card is terminated by or returned to the Company.

12.6 On termination of the Card (and notwithstanding any prior agreement between the Company and the Cardholde the contrary) or on the death or bankruptcy of any Cardholder the total sum due to the Company as reflected n the Account and the amount of any Charges incurred after termination, shall become immediately due and payable without demand. The Company may refuse to provide any new service or

terminate any or all services to the Cardholder or block or close the Cardholder's Account/Card(s) or take any actions necessary for the Company or any of its group companies for compliance with its/their obligations areferred to in Clauses 5.16 and 18 in the event that (i the Cardholder or any entity or person whose information is required for opening/maintaining of Account/Card(s) and/or provision of products and services to the Cardholder ("Relevant Person") fails to provide promptly any information as the Company or any of its group the Relevant Person fails to give the Company consent group companies or its/their third party service provider to carry out the actions described in Clauses 5.16 and 18 or (iii) there is any suspicion of crime or unlawful act or attempt or associated risk.
The Company shall be entitled to act on any instruction

whether oral or in writing purportedly given by the Cardholder and the Company shall not be liable to the Cardholder for any loss or damage of whatever nature or indirectly as a result of such action of the Company.

The Company shall have the right at its absolute discretion to refuse any instruction whether oral or n writing purportedly given by the Cardholder if the Company is in doubt of the authenticity of such instruction and the Company shall not be liable to the Cardholder for any loss or damage of whatever nature which the Cardholder may suffer or incur whether directly or idirectly as a result of such refusal by the Company 12.10 The Company shall not be liable for any loss or damage of whatever nature suffered or incurred by the Cardho

whether directly or indirectly as a result of such suspension, cancellation, termination or disapproval.

12.11 The Card shall at any time remain the property of the Company. The Cardholder shall unconditionally and immediately upon demand surrender or procure to be surrendered the Card to the Company

12.12 In the event that the Company has fully settled or agreed to settle the payment for any goods and/or services hired or purchased by the Cardholder and the Cardholder agrees to pay the hire or purchase price (whether in nole or in part) of the goods and/or services to the Company by instalments through the Card, all the then outstanding instalments shall become due and payable immediately upon the termination of the Card for any reason whatsoever or upon request of the Compan Upon the termination of the Card, the Cardholder sha forthwith terminate any and all arrangements which are authorized or set up prior to the date of termination any third party for regular/recurring payments charged or

Rights of Set-off The Cardholder hereby irrevocably authorizes the Company at any time and from time to time to combine and set off all or any of the accounts of Cardholder with he Company without prior notice to the Cardholde 13.2 Where an Additional/Supplementary Card(s) is/are issued.

the Company may:(a) set off the credit balance in any other account of the debit balance of the Account due from any and all Additional/Supplementary Cardholders to the Company; and only set off the credit balance in any other account

the Company against the debit balance of the account due from such Additional/Supplementary Cardholder to the Company. 13.3 An Additional/Supplementary Cardholder shall be liable only for the balance of the Account due from him/her to the Company (but not those of the Main Cardholder or other Additional/Supplementary Cardholders). Howeve an Additional/Supplementary Cardholder may (at his/her option) settle the balances of the Account due from the Main Cardholder and/or other Additional/Supplementary Cardholders. It is hereby agreed and confirmed by all Additional/Supplementary Cardholders that any paymen

of an Additional/Supplementary Cardholder with

excess of the balance of the Account due from him/her to the Company shall be irrevocably deemed to be voluntary payment to settle (in whole or in part) the balances of he Account due from the Main Cardholder and/or other Additional/Supplementary Cardholders, in such order and priority as the Company may in its absolute discretion etermine from time to time. **Debit Authorization** The Cardholder acknowledges that liabilities of the

Cardholder to the Company hereunder may be settled in a variety of ways. The Cardholder hereby irrevocably authorizes and instructs Bank of China (Hong Kong) account(s) to debit and pay to the Company the full amount or part thereof standing to the credit of such account(s) (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of any liability of the Cardholder to the Company hereunder without prior notice to the Cardholder upon request of the Company. The Cardholder agrees that the Company may disclose the aforesaid authorization and instruction to the Bank and the Cardholder shall at his/her own costs do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within his/ her power to implement this authorization and instruction. The Cardholder further agrees that the Bank acting in reliance upon this Clause 14 shall not be liable for any loss suffered by the Cardholder and the Company shall not be liable for any overdraft interest and/or handling harges arising out of the Bank acting in reliance upon Cardholder's Liabilities for Collection Costs and

Legal Expenses
The Company is entitled to appoint debt collection agencies and/or institute legal proceedings at any time to collect and/or recover from the Cardholder any amount from time to time due to the Company under this

The Cardholder shall indemnify the Company in respect all legal costs and expenses reasonably incurred by the Company in seeking to enforce payment of the debts due from the Cardholder to the Company under this Agreement; and

all costs and expenses reasonably incurred b the Company in connection with the appointment collection costs recoverable against the Cardholde nereunder shall in normal circumstances no exceed 30% of the aggregate outstanding balance of the Account for the payment of which the

Cardholder is responsible. ATM and Other Facilities 16.1 Where the Card is used with any ATM, point of sale terminals or other devices (collectively "Electronic Devices") to effect cash advance or other transactions ncluding ATM services within or outside Hong Kong a subject to the respective daily transaction limits and the time to time), the Cardholder's use of the Card shall be subject to this Agreement in addition to any other terms and conditions (including without limitation the "Conditions" for Services" and the "General Information", retail banking services of the Bank) which may govern any other services provided through the Card. Cardholders are required to activate the ATM services outside Hong Kong

> 16.2 The Company shall not be liable to the Cardholder should any transaction involving the use of the Card at any Electronic Devices be not effected for any reason natsoever or should there be any malfund failure of the Card or any Electronic Devices. Except to the extent that any such loss and liability incurred as a result of the aforesaid in this Clause 16.2 is attributable to the fraud, negligence or wilful default on the part of the

in advance and complete the transaction setting via the

appropriate channel designated by the Company from

16.3 Except to the extent that any such loss and liability of the transactions mentioned in this Clause 16.3 is attributable the fraud, negligence or wilful default on the par of the Company, the Cardholder shall be responsible for all transactions and (subject to Clause 9.2, where applicable), the Cardholder shall be liable to indemnify the ompany against for all losses and liabilities, reaso costs and expenses arising from or in connection with the use of the Card at any Electronic Devices by any person whomsoever, whether or not:such use is authorized or otherwise approved by the Cardholder

the Cardholder is at the material time aware of such use:

such use is against the wish of the Cardholder such use is the result of or otherwise involves any criminal activity whatsoever including (withou limitation) illegitimate violence or threat of imminent deception in any form, on the part of any person the Cardholder has notified the Company or any

enforcement agency of any loss or theft of the Card, or of any criminal activity hereinbefore 16.4 The Cardholder shall not disclose his/her PIN to any

person or allow it to be used by any person. Transaction Record 17.1 The Company's record of all transactions effected by the use of the Card (including use at any ATM) shall be conclusive evidence of such use and shall be binding on

the Cardholder for all purposes. Personal Data and Account Information 18.1 The Cardholder acknowledges that the Cardholder has received, read and understood the contents of the Data Policy Notice or such other document(s) issued under whatever name from time to time by the Company and certain of its related entities relating to their general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time) ("DPN" and agrees that the contents of the DPN shall be binding on the Cardholder. Copies of the current version of the N are available at the principal place of business o the Company in Hong Kong or on the website of the

ompany at www.bochk.com 18.2 The Cardholder confirms that every entity or individua whose information has been (or will be) provided to the Company or the transferees (as referred to in Clause 18.8) below) in connection with Account and/or provision of products and services to the Cardholder has (or will at the relevant time have) been notified of and consented to the using, processing and disclosing of its/his/her information (including personal data for individual) in accordance with this Clause 18 and for the purposes as shown in the Data cy Notice (in case of individual)

nformation it may have concerning the Cardholder and/or the Account in accordance with the DPN. 18.4 The Cardholder also authorizes the Company to contact any information source for information the Company may require to operate the Account. The Company is further authorized by the Cardholder to compare such information with the information provided by the Cardholder for checking or to produce more data. The

18.3 The Cardholder authorizes the Company to use any

Cardholder hereby also consents that the Company may f necessary, use the results of such comparisons for the taking of appropriate action against the Cardholde regardless of whether such action may be adverse to his er interest. 18.5 The Company shall use all personal data (as defined in the PDP Ordinance) of the Cardholder in compliance with the PDP Ordinance. 18.6 The Cardholder shall notify the Company promptly

writing of any change in the information provided to the Company in the application form pursuant to which the Card is issued including but not limited to any change of employment or business and of residential of pondence address. The Cardholder agrees to notify the Company promptly in writing if he/she is or becomes Connected Party as defined in Clause 1.1 The personal representative(s) of the Cardholder shall promptly notify the Company in writing of the death of the

18.8 The Company will treat information relating to the Cardholder as confidential, but unless consent is prohibited by law, the Cardholder consents to the transfe and disclosure by the Company of any information relating to the Cardholder to and between the holding companies, branches, subsidiaries, representative ffices, affiliates and agents of the Company and any third parties (including any credit reference agencies networks, exchanges and clearing houses) selected by the Company or any of them (each a "transferee" wherever situated, for confidential use (including for data processing, statistical, credit and risk analysis purposes Company and any of the transferees may transfe and disclose any such information to any person as required by any law, regulation, court, regulator, lega process or code in Hong Kong or any other jurisdictions outside Hong Kong or according to its group's policy, any present or future contractual or other commitment wit local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, securities or futures exchange, central bank, or self-regulatory or industry bodies or associations of financial services providers ("Authorities") or agreement or treaty between Authorities and applicable to the Company or a member of its group companies (collectively "Obligations"). This clause 18.8 shall apply to the Cardholder subject to the DPN.

18.9 The Cardholder consents to the Cardholder information

being transferred to another jurisdiction outside Hono Kong and being used, processed and stored in or outside Hong Kong by third parties on behalf of the Company. The Company will contract with the third parties to take reasonable care to keep the Cardholder information confidential and to observe, in conformity with local laws

and regulations, the requirements of the PDP Ordinance. in certain circumstances have access to the Cardholde 18.10 The Cardholder acknowledges and agrees that some services, operational and processing procedures relating to the transactions/services provided by the Company to

ardholder may from time to time be outsourced to the Company to regional or global processing centers, holding companies, branches, subsidiaries, representative offices, affiliates and agents of the Company and third parties selected by the Company or any of them wherever situated, and these service providers may from time to time be given access to information relating to the Cardholder and/or the Account and/or the transactions and services provided by the Company to the Cardholder for the purpose of or in relation to the services and

procedures they perform.

11 Without prejudice to the foregoing, the Cardholder. Private Label Card acknowledges and agrees that the Company may from time to time transfer and disclose information relating to the Cardholders to the Merchant. The Merchant shall be solely responsible for using such nformation in accordance with its policies and practices and the applicable legal and regulatory requirements

Any notice given by the Cardholder hereunder shall be given in writing and delivered to the Company at its address at 20/F., BOC Credit Card Centre, 68 Connaught Road West, Hong Kong.

19.2 Without affecting other methods of communication, any

statement, notice, demand or other communications are deemed to be received by the Cardholder:

(a) on posting for 3 Business Days in one or more of the banking halls in Hong Kong of the Bank,

(b) 3 Business Days after publication as an

advertisement in a Hong Kong newspaper. when posted on the website of the Company, when left at any of the address of the Cardholder on the Company's record, or 48 hours after

mailing to such address or 7 days if the address is when sent by electronic mail or message or facsimile to any of email address or equipment facsimile number of the Cardholder on the

Company's record or when communicated including by leaving a voice message, if by telephone or other oral notwithstanding the death or incapacity of the Cardholder.

"Business Day" means a day on which the Bank is open for business in Hong Kong other than Sunday and public Amendment
The Company may (in its discretion) from time to time

change any of the terms and conditions of this Agreement and/or the Fees Schedule provided that the Compan will, where practicable, give the Cardholder not less than 60 days' prior notice before any significant change of the terms and conditions takes effect, unless such changes are beyond the Company's control

Retention or continued use of the Card after the effective date of any change of the terms and conditions of this Agreement and/or the Fees Schedule shall constitute the dholder's acceptance of such changes. 20.3 If the Cardholder does not accept the proposed change by the Company, the only recourse available to the

Cardholder is to terminate the Card in accordance with auses 12.1 or 12.2 (as the case may be) 20.4 Where a Cardholder terminates his/her Card pursuan to Clause 20.3 within reasonable time, the Co will repay the annual or other periodic fees on that Card

if any) on a pro rata basis if the fees can be separately uished and the amount involved is not minimal. Law and Jurisdiction
This Agreement shall be governed by and construed

in accordance with the laws of Hong Kong and the Cardholder irrevocably submits to the non-exclusive urisdiction of the Hong Kong courts. /liscellaneous

This Agreement is written in both English and Chinese. In case of conflict or deviation in interpretation, the English 22.2 If at any time any provision hereof becomes illegal, invalid or unenforceable in any respect, the remaining provisions nereof shall in no way be affected or impaired thereby.

22.3 This Agreement shall be binding on each successor personal representative and person lawfully acting on 22.4 No failure to act, omission or delay by the Company to exercise or enforce any right under any terms and conditions of this Agreement shall operate as a waiver

of such right, nor shall any single, partial or defective exercise of any right prevent any other or further exercise of it or the exercise of any other right. The Cardholder may not assign any of his/her rights and/ or obligations under this Agreement. The Company may assign or transfer any of its rights and obligations under

this Agreement to any third party.

To reinforce the Company's firm stance against tax illicit activities and to meet the legal and compliance requirements in connection with the detection, tigation and prevention of money laundering, terroris financing, tax evasion, fraud, or any acts or attempts ent or violate any laws relating to these matters, the Company shall take all necessary actions including but not limited to routinely screening, monitoring and reviewing the Cardholder and the Cardholder's transactions for such purposes. The Cardholder confirms and understands that the Cardholder's tax status will be subject to such screening and monitoring. The Cardholde also represents to the Company that the Cardholder has to the best of the Cardholder's knowledge, not committed

22.7 Remuneration of the Company's sales staff may consist of fixed and variable components. The award of variable remuneration correlates in part with the staff's performance in financial and non-financial factors.

22.8 Third Party Rights

Subject to Clause 22.8(c), a person who is not a party to this Agreement has no right under the ontracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) (the "Third Parties Ordinance") to enforce or to enjoy the benefit of any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any person who is not a party to this

Agreement is not required to rescind or vary this agreement at any time. Any director, officer, employee, affiliate or agent of the Company may, by virtue of the Third Parties Ordinance, rely on any provision of this Agreement (including without limitation any indemnity, limitation r exclusion of liability) which expressly confers

rights or benefits on that person.