

## BOC Credit Card (International) Limited Card User Circular

This User Circular provides general descriptive information on the use of BOC Credit Card, BOC Commercial Card, USD Platinum Card for your reference. For the meaning of terms and expressions used in this User Circular, please refer to the Credit Card User Agreement/Credit Card Agreement/Commercial Card User Agreement (“User Agreement”).

1. The Cardholder needs to take reasonable steps to keep the credit card safe and the personal identification number (PIN) secret to prevent fraud:
  - (i) Destroy the original printed copy of the PIN immediately after memorizing the PIN. Never to write down the PIN on the credit card or on anything usually kept with or near it. Do not write down or record the PIN without disguising it. Do not use easily accessible personal information such as identity card number, telephone numbers or date of birth as PIN. Do not use the PIN for accessing other services (for example, connection to the internet or accessing other websites). Do not disclose the PIN to any person.
  - (ii) The credit card and the PIN shall only and exclusively be used by the Cardholder and the Cardholder shall not allow anyone else to use the credit card and the PIN. Immediately upon receipt of a new card, the Cardholder shall sign the card on the space provided and if so required by the Company activate the card by acknowledging receipt of it or by other means according to the instructions of the Company. Do not scratch the card or place it anywhere near magnetic field which may impair the effectiveness of the magnetic stripe and/or chip.
  - (iii) The Cardholder shall use the credit card in accordance with the procedures, instructions and security advice from time to time issued by the Company.
2. The Cardholder shall be entitled to request the Company not to issue a PIN.
3. The Cardholder shall observe the credit limit of the credit facilities imposed by the Company from time to time when using the credit card for payments and cash advances. Cash advance effected by the Cardholder through the ATM is further subject to the daily limit imposed by the Company. The daily limits for cash advance at an ATM are as follows:

VISA/Mastercard Card	HK\$20,000
Commercial Card	HK\$10,000
Mastercard USD Platinum Card	US\$1,300
4. Subject to the provisions of the User Agreement, the Cardholder shall be entitled to effect cash advance or the transactions through ATM, point of sale terminals or other devices (collectively “Electronic Devices”) (including ATM services within or outside Hong Kong are subject to the respective daily transaction limits and the scope of service as determined by the Company from time to time). The use of any service through the Electronic Devices is subject to the User Agreement in addition to any other terms and conditions (including without limitation the “Conditions for Services” and “Retail Banking Services General Information” of the Banks) which may govern any other services provided through the Card. Cardholders are required to activate the ATM services outside Hong Kong in advance and complete the transaction setting via the appropriate channel designated by the Company from time to time.

5. In the event that the credit card/PIN has been lost or stolen or when someone else knows or unauthorized used the PIN, the Cardholders shall report to the Company immediately upon discovery of the same through the 24-hour hotline number (852) 2544-2222 and to the police, which report shall then be confirmed in writing within 24 hours or such other period as the Company may prescribe from time to time, the receipt thereof to be acknowledged by the Company, and/or to complete such other procedures as may be prescribed by the Company from time to time.
6. The Cardholder shall report to the Company any unauthorized and erroneous transactions and query entries appearing on the Statement within 60 days from the date of the Statement through means as detailed in the Statement, failing which, the Company shall be entitled to treat the transactions stated in the Statement as true and correct in all respects.
7. The Cardholder may have to bear a loss when the credit card has been used for an unauthorized transaction before the Cardholder has reported to the Company that the credit card/PIN has been lost or stolen or that someone else knows the PIN. Subject to Clause 5 above and provided that the Cardholder has acted in good faith and with due care (including without limitation taking the precautions under Clause 1 and reporting loss, theft and/or unauthorized use of the credit card in accordance with Clause 5) and has not acted fraudulently or with gross negligence, the liability of the Cardholder for loss, theft or unauthorized use of the credit card shall not exceed the maximum amount of HK\$500 or such other amount (subject to the applicable laws and regulatory directive) as notified by the Company to the Cardholder from time to time. The application of this limit is confined to loss specifically related to the credit card account and does not cover cash advances.
8. The Cardholder shall be liable for all losses if he/she has acted fraudulently. The Cardholder may be held liable for all losses if he/she has acted with gross negligence, failed to report to the Company after having found that his or her credit card has been lost or stolen or failed to observe the provisions of Clauses 1 and 5 above or such other requirements as may be stipulated by the Company from time to time in safeguarding the credit card and the PIN or if the unauthorized use of the credit card involves the use of his/her PIN with or without his/her knowledge. The Cardholder shall also indemnify the Company in full in respect of any expense and losses suffered or incurred by the Company in relation thereto.
9. Where Additional Card(s) is/are issued, a Main Cardholder shall be liable to the Company for any and all transactions effected and/or liabilities incurred by the Additional Cardholders and/or through use of the Additional Cards whereas an Additional Cardholder shall be liable only for the transactions effected and/or the liabilities incurred by such Additional Cardholder through the use of his/her Additional Card. In the case of Commercial Card, the Commercial Card Applicant shall (jointly and severally with each Commercial Cardholder) be liable to the Company for any and all transactions effected and/or liabilities incurred by that Commercial Cardholder and/or through use of the Commercial Card whereas a Commercial Cardholder shall be liable only for the transactions effected and/or the liabilities incurred by such Commercial Cardholder through the use of his/her Commercial Card.
10. All fees and charges which will apply, including the annual fee, any charges relating to cash advances (including any handling charge and any additional cash advance fee), any late payment charge, etc., the basis of determining the relevant fees and charges, the method of applying exchange rates and/or levies to transactions in foreign currencies or cross-border transactions, the basis on which interest or finance charges will be determined and when they will be payable, including the APR, the length of the interest free period, the timing when interest or finance charges will start to accrue on the outstanding balance arising from the use of credit cards, and the period over which such interest or finance charges will be levied are provided in Fees Schedule and Key Facts Statement. The Cardholder shall ensure that he/she is aware of and understands the interest, fees and charges referred to in the User Agreement, Fees Schedule and Key Facts Statement.
11. To cancel the recurring payment instruction(s), such as mobile phone monthly service fee, the Cardholder should contact the relevant merchant(s) to take necessary action accordingly.
12. Merchant refund amount is not counted as a payment of the current statement balance, the refunded amount shall be credited only to the outstanding balance of the next statement.
13. The Company's rights of set-off:
  - (i) The Cardholder 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 the Company without prior notice.
  - (ii) Where Additional Card(s) is/are issued, the Company may:
    - (a) use any credit balance in any account of the Main Cardholder to repay any amount due from any and all Additional Cardholders to the Company;
    - (b) only use any credit balance in any account of an Additional Cardholder to repay any amount due from such Additional Cardholder to the Company (but not those of the Main Cardholder or other Additional Cardholders).
  - (iii) An Additional Cardholder may (at his/her option) settle the amounts due to the Company from the Main Cardholder and/or other Additional Cardholders. Any payment made by an Additional Cardholder in excess of the amounts due from him/her to the Company shall be irrevocably deemed to be voluntary payment to settle (in whole or in part) the amounts due from the Main Cardholder and/or other Additional Cardholders.
  - (iv) Where Commercial Card(s) is/are issued,
    - (a) the Commercial Card Applicant irrevocably authorizes the Company at any time and from time to time to combine and set off the master account and other account(s) of Commercial Card Applicant with the Company without prior notice; and
    - (b) the Commercial Cardholder irrevocably authorizes the Company at any time and from time to time to combine and set off the sub-account and other account(s) of Commercial Cardholder with the Company without prior notice.
14. Debit Authorization:
  - (i) The Cardholder irrevocably authorizes and instructs Bank of China (Hong Kong) Limited (the “Bank”) with

which he/she may have account(s) to debit and pay to the Company the credit balance of such account(s) or any part thereof (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of his/ her liability to the Company without prior notice to the Cardholder upon request of the Company.

- (ii) In case of Commercial Card, each of the Commercial Card Applicant and the Commercial Cardholder irrevocably authorizes and instructs the Bank with which it/he/she may have account(s) to debit and pay to the Company the credit balance of such account(s) or any part thereof (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of its/his/her respective liability to the Company without prior notice to the Commercial Card Applicant and the Commercial Cardholder upon request of the Company.
15. Complaint procedures against merchants:

In the event that any Cardholder is being unfairly treated by the merchants when using the credit card, such Cardholder should record the details of the relevant merchant and the incident and inform the Company by telephone or in writing. The Cardholder should provide the Company with the credit card number and contact telephone number of such Cardholder to enable the Company to maintain record to contact the Cardholder and follow up with respect to such complaints.
16. Complaint procedures against the Company:

In the event that any Cardholder wishes to express any opinion on the operating procedures or any staff of the Company, such Cardholder should record the details of the relevant information and inform the Company by telephone or in writing. The Cardholder should provide the Company with the credit card number and contact telephone number of such Cardholder to enable the Company to maintain record to contact the Cardholder and follow up with respect to such complaints.
17. This User Circular may be revised by the Company at any time and from time to time. Copy of the current version is available at the principal place of business of the Company or on the Company's website at [www.bochk.com/creditcard](http://www.bochk.com/creditcard).
18. This User Circular is written in both English and Chinese. In the case of conflict or deviation in interpretation, the English version shall prevail. In the event of any inconsistency between the terms and conditions stated herein and the relevant User Agreement, that User Agreement shall prevail.