

BOC Credit Card (International) Limited Dual Currency Commercial Card User Circular

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

- The Cardholder needs to take reasonable steps to keep the credit card safe and the PIN secret to prevent fraud:
 - 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.
 - The 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.
 - The Cardholder shall use the Card in accordance with the procedures, instructions and/or security advice from time to time issued by the Company.
- The Cardholder shall be entitled to request the Company not to issue a PIN.
- The Card is denominated in both HKD and CNY and is valid only for use by the Cardholder in the mainland, 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 establishments or financial institutions which are using and connected to UnionPay’s point of sale system and/or cash advances effected at the ATM or bank counter and such other credit card facilities or services as the Company may from time to time provide. Where the application for the Card is approved by the Company, the Company will set up and maintain a Master Account for the Applicant, and will set up a Subaccount when a Card is issued to that Cardholder, to which the Accounts’ Charges will be debited and/or credited.
- The Cardholder shall observe the credit limit and cash advance limit and daily cash advance limit of the credit facilities imposed by the Company from time to time when using the 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 limit for cash advance at an ATM is as follows:

in CNY	amount of CNY equivalent to HK\$20,000; or
in HKD	HK\$20,000
- 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.

- 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 and the Applicant 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.
- The Statement shall show, inter alia, the balance in the Account (both the HKD Account and CNY Account) as at the end of the statement period specified therein, the Minimum Payment (if applicable) and the Due Date. The Cardholder and the Applicant 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.
- 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 6 above and provided that the Cardholder and the Applicant have 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 6) and has not acted fraudulently or with gross negligence, the liability of the Cardholder and the Applicant for loss, theft or unauthorized use of the credit card shall not exceed the maximum amount of HKD500 or such other amount (subject to the applicable laws and regulatory directive) as notified by the Company 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.
- The Cardholder and the Applicant shall jointly and severally be liable for all losses if he/she has acted fraudulently. The Cardholder and the Applicant may be held liable for all losses if they have 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 Clause 1 and 6 above or such other requirements as may be stipulated by the Company from time to time in safeguarding the 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 or if the Cardholder and the Applicant fails to report such loss, theft and/or unauthorized use of the credit card/PIN to the Company as soon as reasonably practicable. The Cardholder and the Applicant shall also jointly and severally indemnify the Company in full in respect of any expense and losses suffered or incurred by the Company in relation thereto.
- The Applicant shall (jointly and severally with each Cardholder) be liable to the Company for any and all transactions effected and/or liabilities incurred by that Cardholder and/or through use of the Card whereas a Cardholder shall be liable only for

the transactions effected and/or the liabilities incurred by him/her through the use of his/her Card.

- 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. and 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 and 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 and the Applicant shall ensure that they are aware of and understand the interest, fees and charges referred to in the User Agreement, Fees Schedule and Key Facts Statement.
- 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.
- The Cardholders and/or the Applicant should settle Outstanding Balance:
 - in HKD Account and CNY Account separately;
 - Payments made to the Company pursuant to this Agreement to settle the HKD Account shall be made 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 other currencies, such payment may be credited into the HKD Account or CNY Account to which such payment relate, after conversion into HKD or CNY at a rate determined by the Company which may be subject to the payment of a conversion fee (if applicable) as set out in the Fees Schedule.
 - If the 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.
- 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.
- The Company’s rights of set-off:
 - the 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 the Applicant with the Company without prior notice; and
 - the 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 the Cardholder with the Company without prior notice.
- Debit Authorization:

Each of the Applicant and the Cardholder irrevocably authorizes and instructs Bank of China (Hong Kong) Limited (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 Applicant and the Cardholder upon request of the Company.

- Complaint procedures against merchants:

In the event that any Cardholder is being unfairly treated by the merchants when using the 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 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.

- Complaint procedures against the Company:

In the event that any Cardholder or the Applicant wishes to express any opinion on the operating procedures or any staff of the Company, such Cardholder or Applicant should record the details of the relevant information and inform the Company by telephone or in writing. Such Cardholder or the Applicant should provide the Company with the Card number and contact telephone number of such Cardholder or Applicant to enable the Company to maintain record to contact such Cardholder or the Applicant and follow up with respect to such complaints.

- 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.
- 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 User Agreement, that User Agreement shall prevail.