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

Unless the context otherwise requires, the following expressions shall have the following meanings in this "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

name of the Cardholder to which the Charges shall be

"Additional Card" means a Card issued by the Company to an Additional Cardholder nominated by the Mair Cardholder and at the joint request of the Main Cardholder and such Additional Cardholder "Additional Cardholder" means any person to whom and

in whose name an Additional Card is issued; ATM" means any automatic teller machine in operation in the JETCO, PLUS, CUP and/or CIRRUS Networks and such other networks as from time to time announced by the Company:

"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 Card and any renewal or replacement Card:

"Cardholder" means any person to whom and in whose name a Card is issued and includes Main Cardholder and Additional Cardholder as the context requires:

"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 naintained with the Company under the name of the Cardholder for the purposes of recording debts and the

Agreement; "CUP" means UnionPay International Company Limited a joint stock limited liability company incorporated in the People's Republic of China with headquarters in "Fees Schedule" means the schedule setting out the

credits in CNY in respect of usage of the Card under this

annual fees, cash advance handling fee, late charge nterest and other fees and charges from time to time in force and applicable to the Card: "Hong Kong" means the Hong Kong Special Administrative

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 a

Main Cardholder to which one or more Additional Cards are issued thereto; "Main Cardholder" 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

"New Transaction" means in relation to a Statement, a 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 tha Statement was effected by the use of the Card; or (b) at any time before the Relevant Time, the Charge n respect of which have not as of the date of that Statement been debited to the Account and shown in 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 gain 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 time by the Company;

"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 naintained 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 Virtual Card" means the credit card product and/or services offered by the Company. A Virtual Card will be

issued in the form of a credit card account number without 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 mail order or other means as the Company may from time to 1.2 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. 1.3 Any reference to the Company shall where the context permits or requires be deemed to include a reference to

ts successors and assigns.

Issue of Cards
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 the Charges will be debited and/or credited.

Upon the application of the Main Cardholder and subject to the approval of the Company (in its discretion), the Company may issue one or more Additional Cards to the Additional Cardholders nominated by such Main

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 of receipt of such card or otherwise activate such Card in accordance with

the instructions of the Company

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 and agreement to be bound by the terms and conditions of this Agreement

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 Compan within such 30 days' period, the renewal Card shall be deemed to have been received by the Cardholde by the expiry date. By activating or using the renewa Card or continuing to use the Card after its expiry date the Cardholder shall be deemed to have accepted the renewal Card.

The Company shall have the right to refuse issuing a replacement Card to the Cardholder if his/her Card is lost or stolen. Where a replacement Card is issued, the Company shall be entitled to charge a handling fee fo such replacement Card in accordance with the Fees

Use of the Card

Use of the Card is restricted exclusively to the Cardholder 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 illegal ourposes including without limitation payment for any gal transaction 3.2 The Cardholder shall not transfer the Card to any person

or allow any person to use the Card or pledge the Card as security for whatever purposes

Applicable 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 merchan establishments or financial institutions which are usir and connected to CUP'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. Currencies settled in respect of all Charges incurred in all

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 conversion into HKD at the prevailing rate of exchange determined by reference to the rate of exchange adopted by CUP/Bank of China (Hong Kong) on the date of onversion plus a handling 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 by the use of the dual currency credit Card in CNY may be posted to the HKD Account due to the settlemen arrangement if the card transactions are processed by the merchant establishments or financial institution in HKD including but not limited to Charges incurred through cash advance in CNY effected at the JETCO ATM

plicable to Private Label Card) Use of a Private Label Card and services relating to a Private Label Card are subject to the prevailing terms 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 Private Label 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:

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

plicable to Virtual Card) 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 rivileges available to other Cardholders which include but not limited to the following:-

cash advance: issuance of additional 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 set 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 equipment and software (including without limitation certificate) necessary for effecting Virtual Card Shopping Transaction Credit Limit

The Company may from time to time (in its discretion) determine the credit limit and/or cash advance limit in respect of any Card issued by the Company to the Cardholder. Where Additional Cards are issued, the Main Cardholder and the Additional Cardholders may be subject to separate and independent credit limits or may share any credit limits in such proportion as the Company may (in its absolute discretion) from time to

4.2 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 in excess of such credit limit and/or cash advance limit. Breach of this Clause 4.2 shall not in any way reduce or discharge the liability of the Cardholder for payment of 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.

4.3 The Cardholder shall forthwith pay to the Company any amount in excess of such credit limit upon receipt of demand from the Company 4.4 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 specified therein ("Current Balance"), the minimum payment due from the Cardholder in respect of any Current Balance which is outstanding and due from the Cardholder ("Minimum Payment") and specifying a payment due date ("Due Date"), except where there is no New Transaction since the last statement.

5.2 Unless the Company receives within 60 days from the date of the Statement a notification in writing from the Cardholder to the contrary, the Company shall be entitled o 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 of the Statement

If payment of the whole of such outstanding Current Balance is received by the Company on or before the Due Date, no interest shall be payable in respect of such Current Balance. If no payment or payment of less than the Current Balance is received by the Company on or before the Due Date, interest at a rate as set out in the Fees Schedule (which shall apply before as well as afte iudgment) shall be charged on (i) the unpaid balance from the date of the Statement on a daily basis until payment in full and (ii) the amount of each New Transaction from the date of that New Transaction on a daily basis untipayment in full. All interest charged shall be debited to the ccount on a monthly or other periodic basis

If no payment or payment of less than the Minimum Payment is received by the Company on or before the 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 atement next following ("Next Statement Date"

All payment made by the Cardholder shall be deeme 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 the Agreement shall be made in base currency of the Card subject to the Company's discretion to accept payment in ther 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 may be credited into the Account after conversion into the base currency of the Card at a rate determined the Company which may be subject to the payment of a conversion fee as set out in the Fees Schedule, and conversion fee shall be debited to the Account. Where payment is made by means of a bank draft or any other 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 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 Fee Schedule. All payments into or credit made to eithe the HKD Account or the CNY Account will be applied by the Company in accordance with Clause 5.9, and i 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 e other Account denominated in different currency. An 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 t

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

the highest APR to the lowest APR. 5.10 Where an Additional 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 Cardholder(s) in suc order and priority as the Company may in its absolute discretion determine from time to time.

5.11 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 oblige to apply the same towards repayment of any outstandin palance 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 olition or shall within reasonable time upon request of the Cardholder refund the Credit Balance to the Cardholder. 5.13 For Credit Balance in HKD Account, the Company shall efund 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 CN)

at a rate of exchange determined by the Company) or

CNY and in such manner and at such locations in Hong

Kong as the Company may determine. The Company

entitled 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 terminal (including contactless card sensor), credit card 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 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 increased amount so that the Company receives a net amount equal to what the Company would have received had 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

(as defined in Clause 18.8 below) and any required to time. The application of this maximum limit is confined to loss specifically related to the Card Account and does deduction or withholding. The Cardholder confirms that not cover cash advances. the Cardholder has (or will at the relevant time have) 9.3 Notwithstanding anything contained herein to the provided notice to and secured consent or waiver from any person owning a beneficial interest in such payments contrary, the Cardholder shall be fully liable for all losses in respect of the aforesaid deduction or withholding. The and damages arising out of or in connection with the loss. theft, disclosure and/or unauthorized use of the Card, Company is authorized to pay the amount deducted or the PIN and/or the Virtual Card account number if withheld to the relevant authority in accordance with the the Cardholder has acted fraudulently or with gross

negligence, or has failed to comply with Clauses 7.1 or 7.2 or take reasonable precautions to prevent such All fees, charges and interests payable by the Cardholder under this Agreement are more particularly set out in and The Company may from time to time (in its discretion) revise the Fees Schedule in accordance with Clause Copies of the current Fees Schedule are available

Fees and Charges and Interest Rates

at www.boci.com.hk

secret to prevent fraud:

shall be paid according to the Fees Schedule

Main Cardholder to all intents and purposes

Cardholder's Obligations and Liabilit

on request from the principal place of business of the

Company in Hong Kong and on the Company's website

may (in its absolute discretion) treat any or all fees

charges and/or interests arising out of the use of any

Additional Card as though the same were incurred by the

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 ac

in good faith exercise reasonable care and diligence in

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

destroy the original printed copy of the PIN;

any record of the Virtual Card account number

(e) never use any easily accessible personal

Cardholder shall report as soon as reasonably practicable

to the Company by phone to the 24-hour hotline number

(852)2544-2222 of the Company and thereafter confirm

the same in writing within 24 hours or such other period

unauthorized use of the Card and/or the PIN:

disclosure of the Virtual Card account number and

suspicion of any counterfeit card bearing the same

number as the Card or purported to be issued

any suspected unauthorized use of the Card and/

or the PIN and/or disclosure of the Virtual Card

7.2 Upon the occurrence of any of the following events, the

as the Company may prescribe from time to time:

or the PIN to any unauthorized person;

7.3 Without prejudice to the obligations under Clause 7.2,

7.4 The Company shall be entitled to act on any instruction

otherwise discharge any liability of the Cardholder.

the outstanding balance of the Account;

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

(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

Notwithstanding anything contained herein to the contrary,

the Cardholder shall repay to the Company immediately

(c) all fees and charges payable by the Cardholder to

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

an unauthorized transaction from the Cardholder

circumstances which are beyond its control, to compl

In the event that the Cardholder shall have informed the

the investigation within 90 days upon receipt of notice of

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

commencing 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 Cardholder

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

Card account number in accordance with Clause 7.2), the

(a) in the event of misuse when the Card has not been

(c) when faults have occurred in the terminals. or

(d) when transactions are made through the use of

has acted in good faith and with due care (including taking

the precautions under Clause 7.1 and reporting loss, theft

disclosure and/or unauthorized use of the Card, the PIN

and/or the Virtual Card account number in accordance

with Clause 7.2), the liability of the Cardholder for al

unauthorized Card transactions (but not in relation to any

cash advances) incurred prior to report 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 to the Cardholder from time

9.2 Subject to Clause 9.3 and provided that 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

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

Cardholder shall not be responsible for the loss and

shall subsequently be proved to be unfounded

received by the Cardholder:

display: and

counterfeit cards.

all Charges in respect of the transactions effected

by the use of the Card but not debited to the

information as the PIN; and

time issued by the Company

(a) loss and/or theft of the Card:

under the Account; and/or

reasonably practicable

upon demand from the Company

Account: and

Unauthorized Transactions

account number and/or the PIN.

keep any record of the PIN separate from the

Card and/or any record of the Virtual Card account

never write down the PIN on the Card or or

anything usually kept with or near the Card and/or

never write down or record the PIN without

use the Card in accordance with the procedures

instructions and/or security guidelines from time to

Where an Additional Card(s) is/are issued, the Company

loss, theft and/or unauthorized use of the Card, or i the unauthorized use of the Card involves the use of the Cardholder's PIN with or without the Cardholder's knowledge, or if the Cardholder fails to report such loss theft, disclosure and/or unauthorized use of the Card PIN to the Company as soon as reasonably practicab (in which case the Cardholder shall be liable for such loss and damage before the Company receives the Cardholder's report of such loss, theft, disclosure and/o account number) and the Cardholder agrees to indemnit and keep the Company fully indemnified against a losses, damages, liabilities and all reasonable costs and

Liabilities of Main and Additional Cardholders The Main Cardholder shall be liable to the Company for any and all transactions effected and/or liabilities incurred by the Main Cardholder and Additional Cardholders by use of their Cards. For avoidance of doubt, the Company is entitled to recover any or all liabilities of an Additional Cardholder from either the Main cardholder or the Additional Cardholder or both. 10.2 An Additional Cardholder shall be liable only for the

xpenses reasonably incurred as a result thereof

transactions effected by him/her and the liabilities incurred y him/her through the use of his/her Additional Card. Limitation on Liabilities

Under no circumstances shall the Company be esponsible 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 Card or other devices provided by the Company, any Card services offered by the Company or any goods an services obtained by the Cardholder through the use of the Card, subject however to the provisions under Clause 9.1 and except to the extent that any such loss and liability is attributable to the fraud, negligence or wilful default or the part of the Company.

11.2 The Company accepts no responsibility for the refusal of any merchant establishment (including any financia institution) to honour the Card or for any goods and 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 establishment or financial institution Any claim or dispute the Cardholder may have against o with any merchant establishment or financial institution shall be resolved directly between the Cardholder an such merchant establishment or financial institution and in no circumstances shall such claim or dispute relieve 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 be acceptable 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 of opportunities or other types of loss or damage whatsoever which the Cardholder or any third party may suffer or incur, whether directly or indirectly and howsoever arising 11.7 In the course of providing the Card services, the

from the Cardholder through telephone, facsimile, internet 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 any such communication and/or instructions by such means and retain it for such period as it considers appropriate The Company shall in good faith and with due care give effect to such communication and/or instructions without requiring further confirmation from the Cardholder, Any such communication and/or instructions shall, in the absence of manifest error, be conclusive and binding or the Cardholder.

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 liability shall not exceed those amounts wrongly charged to the Account (and interest on such amounts) Termination 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 Company provided that the Cardholder shall remain liable for all transactions effected through the use of the Card notwithstanding such termination until all sums due unde the Account (whether or not posted to the Account) are

12.2 Where an Additional Cards is/are issued, an Additiona Cardholder may terminate his/her Additional Card and the Main Cardholder may terminate the Main Card and/or any or all Additional Cards at any time by giving not less than 14 days' prior written notice to the Com

Upon the termination of the Main Card, all Additiona Card(s) issued thereto shall be automatically terminated forthwith. Notwithstanding any such termination, the Mair Cardholder shall remain liable for all transactions effected irough the use of the Main Card and all the Additiona Cards and each Additional Cardholder shall remain liable for all transactions effected through the use of his/her Additional Card only.

12.3 The Company may at any time, with or without notice as the Company may determine in the circumstances terminate 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 debt restructure arrangement), terminate the Card and or the Account without prior notice. The Company is not obliged to give the Cardholder a reason for terminating the Card and/or the Account. Nonetheless, the Company may provide the Cardholder with reason where appropriate and not against the law. Without limiting the generalityof 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 hall be revoked.

12.4 The Company may at any time without prior notice suspend, or cancel the Card and/or suspend, cancel or terminate any services thereby offered and/or disapprove any transaction proposed to be effected thereby and may not give any reason. 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 to erminate a Card shall be effective unless and until such Card is terminated by or returned to the Company.

payable without demand.

12.6 On termination of the Card (and notwithstanding any prior agreement between the Company and the Cardholde o the contrary) or on the death or bankruptcy of any Cardholder the total sum due to the Company as reflecte in the Account and the amount of any Charges incurred after termination, shall become immediately due and 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 as referred 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 panies reasonably request(s); (ii) the Cardholder the Relevant Person fails to give the Company consent or waiver necessary to permit the Company or any of its group companies or its/their third party service provider carry out the actions described in Clauses 5.16 and 18 or (iii) there is any suspicion of crime or unlawful act or tempt or associated ris 12.8 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 which the Cardholder may suffer or incur whether directly or indirectly as a result of such action of the Company. 12.9 The Company shall have the right at its absolute

discretion to refuse any instruction whether oral o in 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 Cardholde for any loss or damage of whatever nature which the Cardholder may suffer or incur whether directly or ndirectly 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 Cardhold 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 whole 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 mmediately 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 with any third party for regular/recurring payments charged or lebited to the Card. Rights of Set-of

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 the Company without prior notice to the Cardholder 13.2 Where an Additional Card(s) is/are issued, the Company

set off the credit balance in any other account of the Main Cardholder with the Company against the debit balance of the Account due from any and all Additional Cardholders to the Company: and (b) only set off the credit balance in any other account of an Additional Cardholder with the Compar

against the debit balance of the account due from

such Additional Cardholder to the Company. 13.3 An Additional Cardholder shall be liable only for the balance of the Account due from him/her to the Compar (but not those of the Main Cardholder or other Additional Cardholders). However, an Additional Cardholder may (at his/her option) settle the balances of the Account due from the Main Cardholder and/or other Additional Cardholders It is hereby agreed and confirmed by all Additional ardholders that any payment made by an Additiona Cardholder in 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 and/or other Additional Cardholders, in such order and priority as the Company may in its absolute discretion

letermine 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 each of Bank of China (Hon Kong) Limited, Nanyang Commercial Bank Limited and Chiyu Banking Corporation Limited (the "Banks") with which he/she may have 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 mature or due and payable) for the satisfaction of any liability of the Cardholder to the Company hereunder without prior otice to the Cardholder upon request of the Company The Cardholder agrees that the Company may disclose the aforesaid authorization and instruction to the Banks 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 any of the Banks acting in reliance upon this Clause 14 shall not be liable

inreliance upon this Clause 14. Cardholder's Liabilities for Collection Costs and Legal Expenses

for any loss suffered by the Cardholder and the Company

shall not be liable for any overdraft interest and/or

handling charges arising out of any of the Banks acting

15.1 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 Aareement. 15.2 The Cardholder shall indemnify the Company in respect of:

> the debts due from the Cardholder to the Company under this Agreement; and all costs and expenses reasonably incurred by the Company in connection with the appointment of debt collection agencies provided that the total collection costs recoverable against the Cardholder hereunder shall in normal circumstances not exceed

(a) all legal costs and expenses reasonably incurred

by the Company in seeking to enforce payment of

30% of the aggregate outstanding balance of the Account for the payment of which the Cardholder is

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 (including ATM services within or outside Hong Kong are subject to the respective daily transaction limits and th scope of service as determined by the Company from 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 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.

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 whatsoever or should there be any malfunction and/o 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 Company. 16.3 Notwithstanding anything contained herein to the

Contrary and except to the extent that any such loss and liability of the transactions mentioned in this Clause 16.3 is attributable to the fraud, negligence or wilful default or the part of the Company, the Cardholder shall be absolutely responsible for all transactions involving 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 mitation) illegitimate violence or threat of imminent illegitimate violence, criminal intimidation, of deception in any form, on the part of any person

whomsoever; or the Cardholder has notified the Company or an law enforcement agency of any loss or theft of the Card, or of any criminal activity hereinbefore referred to. The Cardholder shall indemnify the Company against all losses, damages, claims and liabilities and all reasonable costs and expenses reasonably incurred by the Company in connection with or arising out of such use. 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 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 DPN are available at the principal place of business of the Company in Hong Kong or on the website of the Company at www.boci.com.hk.

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 Policy Notice (in case of individual).

18.3 The Cardholder authorizes the Company to use any information 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 compar such information with the information provided by the Cardholder for checking or to produce more data. The Cardholder hereby also consents that the Company may if necessary, use the results of such comparisons for the taking of appropriate action against the Cardholder regardless of whether such action may be adverse to his

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 in 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 or

18.7 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 transfer and disclosure by the Company of any information relating to the Cardholder to and between the holding companies branches subsidiaries representative offices, 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 The Company and any of the transferees may transfer and disclose any such information to any person as required by any law, regulation, court, regulator, legal 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 with 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 Hong 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 Local and overseas regulatory and judicial authorities may in certain circumstances have access to the Cardholder

18.10 The Cardholder acknowledges and agrees that some services, operational and processing procedures relating to the transactions/services provided by the Company to the Cardholder may from time to time be outsourced by the Company to regional or global processing centers 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 18 11 Without prejudice to the foregoing, the Cardholder of

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 information in accordance with its policies and practices and the applicable legal and regulatory requirements Notice 19.1 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 Banks, (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 (e) when sent by electronic mail or message or

facsimile to any of email address or equipment or 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 communication, notwithstanding the death of

incapacity of the Cardholder, "Business Day means a day on which the Banks are open for business in Hong Kong other than Sunday and nublic holiday. 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 Company 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. 20.2 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 rdholder'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 Clauses 12.1 or 12.2 (as the case may be

20.4 Where a Cardholder terminates his/her Card pursuant to Clause 20.3 within reasonable time, the Company will repay the annual or other periodic fees on that Card (if any) on a pro rata basis if the fees can be separately inquished 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. Miscellaneous

This Agreement is written in both English and Chinese. In case of conflict or deviation in interpretation, the English version shall prevail. 22.2 If at any time any provision hereof becomes illegal, invalid

or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby. 22.3 This Agreement shall be binding on each successor

behalf of the Cardholder. 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

personal representative and person lawfully acting on

of it or the exercise of any other right. 22.5 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.

22.6 To reinforce the Company's firm stance against tax illicit activities and to meet the legal and compliance requirements in connection with the detection investigation and prevention of money laundering, terrorist financing, tax evasion, fraud, or any acts or attempts to circumvent 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 Cardholder also represents to the Company that the Cardholder has to the best of the Cardholder's knowledge, not committed or been convicted of tax crimes.

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 Any person or entity which is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong) to enforce any terms of this Agreement.

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