BANK OF CHINA (HONG KONG) LIMITED

BOC EXPRESS CASH CARD USER CIRCULAR

This User Circular provides general descriptive information on the use of BOC Express Cash Revolving Credit and BOC Express Cash Card (the "Card") for your reference. For the meaning of terms and expressions used in this User Circular, please refer to the BOC Express Cash Revolving Credit Terms and Conditions ("Terms and Conditions").

- The Borrower (shall include "Borrower" as defined in the Terms and Conditions) needs to take reasonable steps to keep the 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 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 Card and the PIN shall only and exclusively be used by the Borrower and the Borrower shall not allow anyone else to use the Card and the PIN. Immediately upon receipt of a new Card, the Borrower shall sign the Card on the space provided and if so required by the Bank activates the Card by acknowledging receipt of it or by other means according to the instructions of the Bank. 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 Borrower shall use the Card in accordance with the procedures, instructions and security advice from time to time issued by the Bank.
- The Borrower shall be entitled to request the Bank not to issue a PIN.
- 3. The Borrower shall observe the Credit Limit of the credit facilities imposed by the Bank from time to time when using the Card for cash advances. Cash advance effected by the Borrower through the ATM is further subject to the daily limit imposed by the Bank. The daily limits for cash advance at an ATM is as follows:

BOC Express Cash Revolving Credit HK\$20,000

- 4. Subject to the provisions of the Terms and Conditions, the Borrower shall be entitled to effect cash advance or the transactions through ATM or other devices (collectively "Electronic Devices"). The use of any service through the Electronic Devices is subject to the Terms and Conditions 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. Borrowers are required to activate the ATM services outside Hong Kong in advance and complete the transaction setting via the appropriate channel designated by the Bank from time to time.
- 5. In the event that the Card/PIN has been lost or stolen or when someone else knows or unauthorized used the PIN, the Borrowers shall report to the Bank 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 Bank may prescribe from time to time, the receipt thereof to be acknowledged by the Bank, and/or to complete such other procedures as may be prescribed by the Bank from time to time.
- 6. The Borrower shall report to the Bank any unauthorized and erroneous transactions and query entries appearing on the Statement within 90 days from the date of the Statement though means as detailed in the Statement, failing which, the Bank shall be entitled to treat the transactions stated in the Statement as true and correct in all respects.
- 7. The Borrower may have to bear a loss when the Card has been used for an unauthorized transaction before the Borrower has reported to the Bank that the Card/PIN has been lost or stolen or that someone else knows the PIN. Subject to Clause 5 above and provided that the Borrower 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 Card in accordance with Clause 5) and has not acted fraudulently or with gross negligence, the liability of the Borrower for loss, theft or unauthorized use of the Card shall not exceed the maximum amount (subject to the applicable laws and regulatory directive) as notified by the Bank to the Borrower from time to time. The application of this limit is confined to loss specifically related to the Card account and does not cover cash advances.
- 8. The Borrower shall be liable for all losses if he/she has acted fraudulently. The Borrower may be held liable for all losses if he/she has acted with gross negligence, failed to report to the Bank immediately after having found that his or her 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 amended by the Bank from time to time in safeguarding the card and the PIN or if the unauthorized use of the Card involves the use of his/her PIN with or without his/her knowledge. The Borrower shall also indemnify the Bank in full in respect of any expense and losses suffered or incurred by the Bank in relation thereto.
- 9. 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 fees), any late payment charge, etc., the basis of imposing 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 Cards, and the period over which such interest or finance charges will be levied are provided in Fees Schedule and Key Facts Statement. The Borrower shall ensure that he/she is aware of and understands the interest, fees and charges referred to in the Terms and Conditions, Fees Schedule and Key Facts Statement.
- To cancel the recurring payment instruction(s), such as mobile phone monthly service fees, the Borrower should contact the relevant financial institution to take necessary action accordingly.
- The Bank shall not be obliged to credit the Account with refunds made by any financial institution until such refunds together with the relevant credit voucher issued in such form as shall be acceptable to the Bank have been received by the Bank.
- 12. In addition and without prejudice to any banker's lien, right of set-off or similar right to which the Bank may be entitled, the Bank shall have the right at any time without any consent from, reference or prior notice to the Borrower (any such consent or prior notice being expressly waived) to set-off and appropriate and apply any credit balance on any of the account(s) and/or deposit(s) (whether or not subject to notice and whether or not matured) of the Borrower and/or jointly maintained by the Borrower with other party(ies) in whatever currency maintained with any of the branches or sub-branches of the Bank against or on account of any sums due and owing to the Bank by the Borrower hereunder. For such purposes, the Bank may convert all or any part of such credit balance to any other currencies at the applicable exchange rate quoted and determined by the Bank.
- 13. The Borrower agrees and confirms that each all-monies mortgage or other security executed or to be executed by the Borrower in the Bank's favour for any purpose, either before or after the application for any Loan, shall also secure the obligations of the Borrower under any Loan to be advanced by the Bank to the Borrower from time to time. This Clause 13 shall not apply to any Loan which was originally advanced by the Card Company to the Borrower prior to 27 January 2019.
- 14. Complaint procedures against the Bank:
 - In the event that any Borrower wishes to express any opinion on the operating procedures or any staff of the Bank, such Borrower should record the details of the relevant information and inform the Bank by telephone or in writing. The Borrower should provide the Bank with the Card number and contact telephone number of such Borrower to enable the Bank to maintain record to contact the Borrower and follow up with respect to such complaints.
- 15. This User Circular may be amended by the Bank at any time and from time to time. Copy of the current version is available at the principal place of business of the Bank or on the Bank's website at www.bochk.com.
- 16. 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 Terms and Conditions, that Terms and Conditions shall prevail.