BOC Credit Card (International) Ltd. COMMERCIAL CARD USER AGREEMEN

The Card(s) (as defined below) is/are issued by BOC Credit Card (International) Limited ("Company") on the terms and conditions of this user agreement ("Agreement"):-

- Interpretation 1.1
- Unless the context otherwise requires, the following expressions shall have the following meanings in thi Agreement:-"Account" means an account (either the HKD Account or

the CNY Account as the context may require) opened by and maintained with the Company to which the Charge shall be debited and includes Master Account and Sub ccount as the context requires

"Applicant" means, unless otherwise stated, an individual a sole proprietorship, a partnership, a corporation or othe form(s) of entity (whether incorporated or not) at whose request one or more of the Cards are issued by the Company to the Cardholder(s) nominated by such entity; "ATM" means any automatic teller machine in operation in the JETCO, PLUS, CUP and/or CIRRUS Network and such other networks as from time to time announced by the Company; "Card" means any commercial card whether single or

dual currency crédit card issued by the Company to a Cardholder nominated by the Applicant and at the ioint request of the Applicant and such Cardholder and includes any renewal or replacement Car "Cardholder" means any person to whom and in whose

name a Card is issued by the Company; "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 for the purpose of recording debits and credits in CNY in respect of usage of the Card under this Agreement

Connected Parties" means a director/supervisor/chie executive/senior management and key staff/chairman or mmittee/head of department/head of branch/len officer/controller (holdings 5% or more shareholdi alone 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 othe entities over which BOCHK is able to exert control of 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 director, partner, manager or agent is BOCHK or any of its controller or minority shareholder controller or director of their relative. The customer's guarantor is any con minority shareholder controller or director of BOCHK or their relative

"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 terest 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 for the purpose of recordin debits and credits in HKD in respect of usage of the Car nder this Agree

JETCO" means Joint Electronic Teller Services Limited a company incorporated under the laws of Hong Kong "Mainland China" means any part of the Peop Republic of China but excluding Hong Kong, the Macau ecial Administrative Region and Tai

"Master Account" means either the HKD Account or the CNY Account opened by and maintained with the Company under the name of the Applicant to which al Charges arising out of or in connection with the use of a ards issued by the Company on the application of the Applicant shall be debited; "Network" means the network of ATMs bearing the logo

from time to time adopted by CUP and such other network of ATMs from time to time designated by the Company 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:

- 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
- at any time before the Relevant Time, the Charge n respect of which have not as of the date of tha Statement been debited to the Account and shown n that Statement: "PDP Ordinance" means the Personal Data (Privacy)

"PIN" means in relation to a Card, the personal dentification number of the Cardholder required t access to services provided by the Company from time to time through the Card; and

Sub-account" means either the subsidiary HKD account or the subsidiary CNY account to the Master Account opened by and maintained with the Company for each Cardholder to which the Charges arising out of or ir connection with the use of such Cardholder's Card shall be debited.

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 be deemed to include a reference to its successors and assigns.

Issue of Cards Upon the joint application of the Applicant and a 2.1 Cardholder nominated by the Applicant and subject to the approval of the Company (in its discretion), the Company may issue one or more Cards to such Cardholde subject to the terms and conditions of this Agreement Where such application is approved by the Company the Company will set up and maintain a Master Acc for the Applicant, and will set up a Sub-account when a Card is issued to that Cardholder, to which the Accounts Charges will be debited and/or credited. 2.2

- Immediately upon receipt of the Card from the Company, the Cardholder shall:-
- 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.
- 2.3 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 acceptance of and greement to be bound by the terms and conditions of this Agreement by both the Applicant and the Cardholder
- 2.4 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 Company 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 renewal Card

- 2.5 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, 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 us the Card for any other purposes, in particular any illega ourposes including without limitation payment for any egal transaction
- Neither the Cardholder nor the Applicant may transfer the 3.2 Card to any person or allow any person to use the Card or pledge the Card as security for whatever purposes.
- plicable for Dual currency commercial credit Card which For dual currency commercial credit Card which denominated in both HKD and CNY and is valid for use by the Cardholder in Mainland China, Hong Kor and such other places from time to time designate by the Company for bona fide purchase of goods and or services in merchant establishments or financial institutions which are using and connected to CUP's poin of sales system and/or cash advance effected at an ATM or a bank counter and such other credit card facilities or services as the Company may from time to time provide. All Charges incurred in all card transactions effected b
- the use of the Card in HKD shall be posted into the HK Account. 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/BOCHK on the date of conversion plus a handling fee (if applicable) charged by the Company as set out in the Fees Schedule.
- Subject always to Clause 3.6, Charges incurred in all card transactions effected by the use of the dual currency commercial credit Card in CNY shall be posted into the 3.5 CNY Account.
- Charges incurred in certain card transactions effected 3.6 by the use of the dual currency commercial credit Card in CNY may be posted to the HKD Account due to the settlement arrangement if the card transactions are processed by the merchant establishments or financial nstitutions in HKD, including but not limited to Charge through cash advances in CNY effected at the JETCO ATM 3.7
- Instalment Purchase Payment Plan
- (a) Upon the application of the instalment purchase ("IPP") by the Cardholder and subject to the pproval of the Company (in its discretion), the 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 confirmation
- The Interest-free Purchase Instalment Amount shall be repaid by equal monthly instalments (the "Monthly Instalments" and each a "Monthly nstalment") which shall be confirmed in relevant written confirmation or the slip and such nount shall be rounded up to the nearest cent.
- The first Monthly Instalment shall be debited to (C) the Account at the time when the IPP has been approved. Each subsequent Monthly Instalmen shall be debited on the first working day after the subsequent next statement date provided that it there is not such a day in any subsequent calendar Instalment shall b debited on the last day of that calendar month or if such day is not a working day for the Company of the relevant Monthly Instalment cannot be debite to the Account for reasons beyond the control of he 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 (d) available credit limit in the Account shall be reduced (if not yet reduced) by the Interest-free Purchase stalment Amount and shall be increased by the nthly Instalment amount repaid to the Account
- (e) 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 the event there is any default in the Account, or the Account is terminated or suspended for whatev reason or the Company reasonably considers i necessary to protect its interest, the Company sha be entitled to debit all of the outstanding Monthly Instalments to the Account at any time without prior notice to the Cardholder.
- In the event the Cardholder executes an Interest-(g) 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 Applicant and Cardholder acknowledge that the chargeback provisions of card organizations shall not be pplicable to the designated IPP under Program hich is not a normal credit card transaction
- Credit Limit The Company may from time to time (in its discretion determine the credit limit and/or cash advance limit and daily cash advance limit in respect of any Card issue by the Company to the Cardholder. Where more that one Cards are issued at the request of the Applicant, the Cardholders may be subject to separate and independer credit limits and/or cash adva cash advance limit or may share any credit limits i such proportion as the Company may (in its absolute discretion) from time to time determine.
- 4.2 The Cardholder shall strictly observe the credit limit cash advance limit and the daily cash advance limit, i 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 and/or daily cash advance limi Breach of this Clause 4.2 shall not in any way reduce or discharge the liability of the Cardholder and the Applicant 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.
- The Cardholder and the Applicant shall forthwith pay to the Company any amount in excess of such credit limit upon receipt of demand 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 44 advance made available to the Cardholder.
- Account Statement and Payment In relation to each Sub-account, the Company shall send a statement of account to the Cardholder concerned on a monthly or other periodic basis ("Cardholder Statement" showing, inter alia, the balance in such Sub-accour as at the end of the statement period specified therein ("Current Balance") and specifying a payment due date ("Due Date"), except where there is no outstanding debit balance in the Sub-account and there is no New Transaction or other transaction since the last state In relation to the Master Account, the Company shall send duplicate or copies of all Cardholder Statements or at the Company's option a consolidated statement of account of all Cardholder Statements to the Applicant on a monthly

or other periodic basis ("Applicant Statement"). The term "Statement" in this Agreement shall mean, in relation to a Cardholder, the Cardholder Statement and, in relation to the Applicant, the Applicant Statement. Any reference to the terms "Statement". "Current Balance" and "Due Date all be construed accordingly.

- Unless the Company receives within 60 days from the 5.2 late of the Statement a notification in writing from the Cardholder or the Applicant (as the case may be) to the contrary, the Company shall be entitled to treat all transactions shown on the Statement as correct. 5.3 Any Current Balance which is outstanding and due to the
- mpany shall be payable immediately upon receipt of the Statement. f payment of the whole of such outstanding Current
- 5.4 Balance is received by the Company on or before the Due Date, no interest shall be payable in respect of suc Current Balance. 55 If no payment or payment of less than the Current
- lance is received by the Company on or before the Due Date, basic interest at a rate as set out in the Fees hedule (which shall apply before as well as after iudgment) ("Basic Interest") shall be charged or the unpaid balance from the date of the Statement;
- the amount of each New Transaction from the date (ii) of that New Transaction on a daily basis until the Company's receipt of payment in full. All Basic Interest charged shall be debited to the Account on
- a monthly or other periodic basis. Where the Company allows (in its absolute discretion payment of less than the Current Balance on or before the Due Date, the foregoing Clauses 5.1 and 5.5 shall no apply and shall be respectively replaced by the following

5.6

In relation to each Sub-account, the Company shall send a statement of account to the Cardholder concerne on a monthly or other periodic basis ("Cardholde atement") showing, inter alia, the balance in such Sub account as at the end of the statement period specified urrent Balance"), the minimum pays 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 outstanding debit balance in the Sub-account and there is no New Fransaction or other transaction since the last statemen relation to the Master Account, the Company shall se duplicate or copies of all Cardholder Statements or at the pany's option a consolidated statement of accou all Cardholder Statements to the Applicant on a monthly other periodic basis ("Applicant Statement"). The terr "Statement" in this Agreement shall mean, in relation to a Cardholder, the Cardholder Statement and, in relation to the Applicant, the Applicant Statement. Any reference to the terms "Statement". "Current Balance". "Minimun Payment" and "Due Date" shall be construed accordingly

- If no payment or payment of less than the Current Balance is received by the Company on or before the Due Date, basic interest at a rate as set out in the Fees Schedule (which shall apply before as well as after judgment)("Basic Interest") shall be charged on:
- the unpaid balance from the date of the Statement; and (ii) the amount of each New Transaction from
- the date of that New Transaction on a daily basis until the Company's receipt of payment in full. All Basic Interest charged shall be debited to the Account on a monthly or other periodic basis
- If no payment or payment of less than the Minimum (b) Payment is received by the Company on or before the Due Date, in addition to the Basic Interest pursuant to Clause 5.5(a), a late charge as set out the Fees Schedule shall be charged, w be debited to the Account on the date of the next
- Statement ("Late Charge"). All payment made by the Cardholder shall be deemed to be made on the date on which immediately available
- leared fund is actually received by the Company All payment made to the Company pursuant to this Agreement shall be made in base currency of the Card subject to the Company's discretion to accept payment in her currencies. Charges which are effected in currence other than the base currency of the Card may be debite to the Account after conversion into the base currency o 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 e base currency of the Card at a rate determined b the Company which may be subject to the payment of a conversion fee as set out in the Fees Schedule, which conversion fee shall be debited to the Account. Where payment is made by means of a bank draft or any othe similar instrument, only such amount net of all collection nistrative or handling fees for processing such bank draft or instrument will be credited into the Account. 5.9

For dual currency commercial credit Card, payments made to the Company pursuant to this Agreement to settle the HKD Account shall be made in HKD and ayments 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 w such payment relate, after conversion into HKD or CNY at rate determined by the Company which may be subje to the payment of a conversion fee (if applicable) as se out in the Fees Schedule. All payments into or credit mad to either the HKD Account or the CNY Account will be applied by the Company in accordance with Clause 5.10 and if the payment is in excess of the outstanding balance of the Charges in respect of the applicable Account, such ccess shall not be used to settle outstanding balance o the other Account denominated in different currency. Any excess payment in settlement of HKD Account shall no be used to settle outstanding balance in CNY Account

and vice versa subject to Clause 5.12. 5.10 Payment received from the Cardholder shall be applied towards repayment of the balance of his/her Sub-account in the following order or in such other order as the Company may in its absolute discretion determine from time to time:

- 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.
- Where more than one Cards are issued at the request of the Applicant, payment made by the Applicant shall be applied towards payment of the respective sums of noneys due from the Cardholders in such order and priority as the Company may in its absolute discretion ine from time to time
- 5.12 The Company shall have the right (in its absolute discretion) to refuse the payment of any sum of money into any Account in excess of the Current Balance of that Account. In the event there is any excess fund in any Account, the Company shall be entitled but not obliged to apply the same towards repayment of any outstandin lance of the other Account as and when it arises.
- 5.13 The Applicant and each Cardholder shall be jointly and severally liable to the Company to settle the entire outstanding balance in the Sub-account which relates to that Cardholder and any Charge effected or incurred but not then debited to that Sub-account. 5.14 If after settlement of all outstanding Charges and any
- claims by the Company against the Cardholders and or the Applicant there exists any credit balance in the Account ("Credit Balance"), the Company may at any time

Credit Balance to the Applicant. 5.15 For Credit Balance in HKD Account, the Company shall CNY Account, the Company has sole discretion to re as the Company may deter to charge a handling fee as set out in the Fees Schedule

- for each refund. The Account may be debited even though the Charge were incurred (without limitation) by (i) telephone, fax
- 5.17 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 amount equal to what the Company would have received
- had there been no withholding or deduction 5.18 In the event that the Company makes any payments to Company is authorized to pay the amount deducted
- Fees and Charges and Interest Rates s Schedule.
- The Company may from time to time (in its discretion)
- at www.boci.com.hk
- generality of the foregoing, the Cardholder must take the following measures to keep the Card safe and the PIN secret to prevent fraud:-
- anything usually kept with or near it never write down or record the PIN without (d)
- disquising it: (e)
- nformation as the PIN; (f)
 - (g)
- to be used by any person.7.2 Upon the occurrence of any of the following events, the Cardholder and/or the Applicant shall report as soon as
- time to time: loss and/or theft of the Card unauthorized use of the Card and/or the PIN;
- under the Account: and/or
- any suspected unauthorized use of the Card and/ (e) or the PIN and/or disclosure of the PIN 7.3 Without prejudice to the obligations under Clause 7.2, the s soon as reasonably practicable
- by the Company shall not render the Company liable discharge any liability of the Cardholder and/or the Applicant.
- the outstanding balance of the Account;
- (c) Unauthorized Transactions
- days from the date of the Statement. except in circumstances which are beyond its control, t

8.3

- and/or the Applicant. In the event that the Cardholder and/or the Applicant and/or the Applicant shall subsequently be proved to be
- responsible for the loss and damage incurred:-
- (b)
- use of the Card; when faults have occurred in the terminals, or (C)
- play; and (d)
- that the Cardholder and the Applicant have acted in good

on its own volition or shall within reasonable time upor request of the Cardholder and/or the Applicant refund the

refund the Credit Balance in HKD. For Credit Balance in to the Cardholder either in HKD (converted from CNY at a rate of exchange determined by the Company) or CN and in such manner and at such locations in Hong Kong as the Company may determine. The Company is entitled

order or direct debit authorization, or (ii) the use of a Card over the internet. at an ATM. merchant establishment o financial institution's point of sales terminal, 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

eased amount so that the Company receives a n

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 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. The withheld to the relevant authority in accordance with the

All fees, charges and interests payable by the Cardholder and/or the Applicant under this Agreement are more particularly set out in and shall be paid according to the

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 Company in Hong Kong and on the Company's web site

Cardholder's Obligations and Liabilities The Cardholder shall take reasonable care of the Card and the PIN and keep the Card safely under his/her personal control and the PIN secret. Without limiting the

keep any record of the PIN separate from the Card; destroy the original printed copy of the PIN; never write down the PIN on the Card or on

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; and never disclose his/her PIN to any person or allow it

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 as the Company may prescribe from

disclosure of the PIN to any unauthorized person suspicion of any counterfeit card bearing the same number as the Card or purported to be issued

Cardholder and/or the Applicant shall report the relevant event to the police and shall submit to the Compan satisfactory documentary evidence of such police repor ne Company shall be entitled to act on any instruction (whether oral or in writing) purportedly given by the Cardholder and/or the Applicant and any action so taken

Notwithstanding anything contained herein to the contrary the Cardholder and the Applicant shall repay to the mpany immediately upon demand from the Company:

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 and he Applicant to the Company under this Agreement.

The Cardholder and the Applicant shall examine the Statement carefully and report any unauthorized

The Company shall use reasonable endeavours. complete the investigation within 90 days upon receipt of otice of an unauthorized transaction from 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 investigatio period, the Company reserves the right to re-impose any fees, charges and/or interest on the disputed amount at the rates as set out in the Fees Schedule over the period commencing from the date of transaction (or such later date as the Company may in its absolute discretion ermine 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

Cardholder's Liabilities for Unauthorized Transaction Provided that the Cardholder and the Applicant have acted in good faith and with due care (including taking the precautions under Clause 7.1 and reporting loss, theft and/or unauthorized use of the Card in accordance with Clause 7.2), the Cardholder and the Applicant shall not be

in the event of misuse when the Card has not been received by the Cardholder and the Applicant; for any unauthorized transactions made after the Cardholder and/or the Applicant have duly notified the Company of the loss, theft and/or unauthorized

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

when transactions are made through the use of counterfeit cards. 9.2 Subject to applicable laws and regulations and provided faith and with due care (including taking the precautions under Clause 7.1 and reporting loss, theft and/or inauthorized use of the Card in accordance with Clause

- the Cardholder shall not be liable for any unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or inauthorized use of the Card
- the liability of the Cardholder and the Applicant for any unauthorized transactions (other than cash dvances effected by the use of the Card/ PIN made before the Cardholder or the Applicant has duly notified the Company of the loss, theft of unauthorized use of the Card shall not exceed the maximum amount of HKD500 or such other amour (subject to the applicable laws and regulator directive) as notified by the Company from tim The application of this max confined to loss specifically related to the Card Account and does not cover cash adva
- Notwithstanding anything contained herein to the contrar the Cardholder and the Applicant shall be fully liable for all losses and damages arising out of or in connectio vith the loss, theft and/or unauthorized use of the Care f the Cardholder or the Applicant has acted fraudule or with gross negligence, or has failed to comply with Clause 7.1 or 7.2 or take reasonable precautio prevent such loss, theft and/or unauthorized use of the Card, or if the unauthorized use of the Card involve the use of the Cardholder's PIN with or without the Cardholder's knowledge, or if the Cardholder and or the Applicant fail to report such loss, theft and or unauthorized use of the Card/PIN to the Company as soon as reasonably practicable (in which case the Cardholder and the Applicant shall be jointly and severally liable for all such loss and damage before the Compa receives the Cardholder's or the Applicant's report such loss, theft and/or unauthorized use of the Card/PIN and the Cardholder and the Applicant agree to join and severally indemnify and keep the Company ful ndemnified against all losses, damages, liabilities and al reasonable costs and expenses reasonably incurred as a esult thereof

Liabilities of the Applicant and the Cardholder

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 ne Cardholder through the use of the Card of such Cardholde

- Limitation on Liabilities
- Under no circumstances shall the Company be responsible for any direct loss and liability which the Cardholder and/or the Applicant may suffer or incur as a result of or otherwise relating to any use, misuse o nalfunction of the Card or other devices provided by the Company, any Card services offered by the Company or any goods and services obtained by the Cardholde and/or the Applicant 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 a to the fraud, negligence or wilful default on the part of the 11.2 The Company accepts no responsibility for the refusa
- of any merchant establishment (including any financia institution) to honour the Card or for any goods and services supplied to the Cardholder and/or the Applicant 11.3 The Company also reserves the right to refuse in absolute discretion any charge to the Account requested
- any merchant establis ient or financial institution 11.4 Any claim or dispute the Cardholder and/or the Applican may have against or with any merchant establish institution shall be resolved directly between the Cardholder and/or the Applicant and such nerchant establishment or financial institu no circumstance shall such claim or dispute relieve the Cardholder and/or the Applicant of their obligations to the company hereunder
- 11.5 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 elevant credit voucher issued in such form as shall b acceptable to the Company have been received by the
- 11.6 The Company shall not be responsible for any delay in or any error, failure or malfunction of any computer system or other equipment employed by the Company in the course of performing its oblig tions hereunder o providing any Card services to the Cardholder and/or the Applicant to the extent that it is attributable to any cause ond the Company's reasonable control.
- Notwithstanding anything herein to the contrary, the 11.7 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 ich the Cardholder, the Applicant or any third part may suffer or incur, whether directly or indirectly and owsoever arising.
- 11.8 In the course of providing the Card services, the Company may communicate with or seek instructions from the Cardholder and/or the Applicant through telephone facsimile, internet or such other method as the Company nay from time to time deter the Cardholder and the Applicant hereby consent to the Company taking record of any such communication and/or instructions by such means and retaining it for such period as it considers appropriate. The Comp shall in good faith and with due care give effect to suc communication and/or instructions without requ urther confirmation from the Cardholder and/or th Applicant, Any such communication and/or instruction shall, in the absence of manifest error, be conclusive and binding on the Cardholder and/or the Applicant.
- 11.9 In the event of any proceedings which a Cardholder and/ or the Applicant may bring against the Company for any cause whatsoever such Cardholder and/or the Applicant agrees that the Company's liability shall not exceed those amounts wrongly charged to the Account (and interest or uch amounts
- ermination and Suspension of the Card 12.1 A Cardholder may terminate his/her Card and the Applicant may terminate any or all Cards at any time by giving not less than 14 days' prior written pany. The Applicant may terminate the Master Account at any time by giving not less than 14 days' prior written notice to the Company. Upon the termination of the Master Account, all Sub-account(s) thereunder and all related Card(s) shall be automatically terminated forthwith. Notwithstanding any such termination, the Applicant and each Cardholder shall remain jointly and severally liable for all transactions effected through the use of the Card of such Cardholder.
- 2 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, 12.2 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 of 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 no obliged to give the Cardholder a reason for terminatin the Card and/or the Account. Nonetheless, the Compa 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 aht to use the Card shall be revoked
- 12.3 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 anv reason
- 12.4 Upon termination of the Card (whether by the Cardholder the Applicant or the Company), the Cardholder and/or the

Applicant shall surrender or procure the surrender of the Card to the Company. The Cardholder and the Applicant shall continue to be liable for the use of the Card and for all Charges pursuant to such use notwithstan termination of the Card. No request to terminate a Card shall be effective unless and until such Card is terminated by or returned to the Company.

- 12.5 On termination of the Card (and notwithstanding any prior agreement to the contrary) or on the death or bankruptcy of any Cardholder, the total sum due to the Company a reflected in the Account and the amount of any Charge ncurred after termination, shall become immediately due and pavable without demand.
- 12.6 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 ompanies for compliance with its/th referred to in Clauses 5.18 and 18 in the event that (i) the Cardholder or any entity or person whose infor is required for opening/maintaining of Account/Card(s) d/or provision of products and services to the Cardholder ("Relevant Person") fails to provide prompt any information as the Company or any of its group companies reasonably request(s); (ii) the Cardholder of the Relevant Person fails to give the Company con or waiver necessary to permit the Company or any of its group companies or its/their third party service pro carry out the actions described in Clauses 5.18 and 18 or (iii) there is any suspicion of crime or unlawful act or attempt or associated risk.
- 12.7 The Company shall be entitled to act on any instruction whether oral or in writing purportedly given by the Cardholder and/or the Applicant and the Company shall not be liable to the Cardholder and/or the Applicant for any loss or damage of whatever nature which the Cardholder and/or the Applicant may suffer or incu whether directly 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 in writing purportedly given by the Cardholder and/or the Applicant if the Company is in doubt of the authenticity of such instruction and the Company shall not be liable to the Cardholder and/or the Applicant for any loss of damage of whatever nature which the Cardholder and or the Applicant may suffer or incur whether directly or ndirectly as a result of such refusal by the Company.
- 12.9 The Company shall not be liable for any loss or damage of whatever nature suffered or incurred by the Cardhold and/or the Applicant whether directly or indirectly as a result of such suspension, cancellation, termination or
- 12.10 The Card shall at any time remain the property of the Company. The Cardholder and/or the Applicant shall unconditionally and immediately upon demand surrender or procure to be surrendered the Card to the Company
- 12.11 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/or the Applicant and the Cardholder and/or the Applicant agree to pay the hire or purchase price (whether in whole or in part) of the goods and/or services to the Company by instalments prough 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 Company. Upon the termination of the Card, the Cardholder and/ or the Applicant shall 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 debited
- Rights of Set-off The Applicant hereby irrevocably authorizes the Compar at any time and from time to time to combine and set of he Master Account and other account(s) of the Applicant
- with the Company without prior notice to the Applicant. The Cardholder hereby irrevocably authorizes the 13.2 Company at any time and from time to time to combine and set off his/her Sub-account and other account(s) the Cardholder with the Company without prior notice to e Cardholder
- 13.3 A Cardholder shall be liable only for the balance of his/ her Sub-account due from him/her to the Company (but not those of the Master Account or other Cardholders). ebit Authoriz
- The Applicant acknowledges that liabilities of the 14.1 Applicant to the Company hereunder may be settled in a variety of ways. The Applicant hereby irrevocably uthorizes and instructs the Bank of China (Hong Kong Limited (the "Bank") with which it may have account(s) o debit and pay to the Company the full amount of 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 Applicant due to the Company hereunder without prior notice to the Applicant request of the Company. The Applicant agrees that the Company may disclose the aforesaid authorization and instruction to the Bank and the Applicant shall, at its own costs, do and execute, or arrange for the doing and executing of, each necessary act, document ar thing reasonably within its power to implement this authorization and instruction. The Applicant further agre that the Bank acting in reliance upon this Clause 14. shall not be liable for any loss suffered by the Applica and the Company shall not be liable for any overdraft nterest and/or handling charges arising out of the Bank acting in reliance upon this Clause 14.1
- The Cardholder acknowledges that liabilities of the Cardholder to the Company hereunder may be settled 14 2 in a variety of ways. The Cardholder hereby irrevocably authorizes and instructs the Bank with which he/she may have account(s) to debit and pay to the Compa the full amount or part thereof standing to the cred of such account(s) (whether held singly or jointly with other, and whether or not such amount is matured o 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 14.2 shall not be liable for an loss suffered by the Cardholder and the Company shall not be liable for any overdraft interest and/or handling charges arising out of the Bank acting in reliance upon this Clause 14.2
- Liabilities for Collection Costs and Legal Expenses The Company is entitled to appoint debt collection agencies and/or institute legal proceedings at any time o collect and/or recover from the Cardholder and/or the Applicant any amount from time to time due to the Company under this Agreement. 15.2 Each Cardholder and the Applicant shall jointly and
- (a) all legal costs and expenses reasonably incurred
- by the Company in seeking to enforce payment f the debts due from that Cardholder and/or the Applicant to the Company under this Agreement
- all costs and expenses reasonably incurred by (b) the Company in connection with the appointment of debt collection agencies provided that the total collection costs recoverable against that Cardholder and/or the Applicant hereunder shall in normal circumstances not exceed 30% of the aggregate

outstanding balance of the Account for the payment of which that Cardholder is responsible

- ATM and Other Facilitie Where the Card is used with any ATM, point of sale erminals or other devices (collectively 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 cope of service as determined by the Company 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 "Condition for Services" and the "General Information", retail bankin services of the Bank) which may govern any othe 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/or failure of the Card or any Electronic Devices except to the extent that any such loss and liability are incurred as a result of the aforesaid is attributable to the fraud gligence or wilful default on the part of the Comp
- 16.3 Except to the extent that any such loss and liability of the ansactions mentioned in this Clause 16.3 is attributable o the fraud, negligence or wilful default on the part of the Company, the Cardholder shall be responsibl for all transactions and (subject to Clause 9.2, where applicable.) the Cardholder shall be liable to indemnify the Company against for all losses and liabilities, reasonable 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 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 imitation) illegitimate violence or threat of imminent illegitimate violence criminal intimidation o deception in any form, on the part of any person whomsoever: or
- the Cardholder has notified the Company or a law enforcement agency of any loss or theft of the Card, or of any criminal activity hereinbefore referred to
- **Transaction Record**
- The Company's record of all transactions effected b the use of the Card (including use at any ATM) shall be conclusive evidence of such use and shall be binding or he Cardholder and the Applicant for all purposes Personal Data and Account Information
- Each of the Cardholder and the Applicant acknowledges that each of them have 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 agree that the contents of the DPN shall be binding on each of them. 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 web site of the Company at www.boci.com.hk
- 18.2 Each of the Cardholder and the Applicant confirm that every entity or individual whose information has been or will be) provided to the Company or the transferee (as referred to in Clause 18.8 below) in connection with ccount 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 an disclosing of its/his/her information (including personal ata for individual) in accordance with this Clause 18 and for the purposes as shown in the Data Policy Notice (in ase of individual)
- 18.3 Each of the cardholder and the Applicant authorizes the pany to use any information it may have concerning the Cardholder, the Applicant, the Master Account, an the Sub-account in accordance with the DPN. The Cardholder further authorizes the Company to disclose v such information to the Applicar
- 18.4 Each of the Cardholder and the Applicant also authorizes the Company to contact any information source fo information the Company may require to operate the Master Account and/or Sub-account. The Compa is further authorized by each of the Cardholder an the Applicant to compare such information with the information provided by the Cardholder and/or the Applicant for checking or to produce more data. Each of the Cardholder and the Applicant also consents that the Company may, if necessary, use the results of such comparisons for the taking of appropriate action against the Cardholder and/or the Applicant regardless of whether such action may be adverse to their respective interest.
- 18.5 The Company shall use all personal data (as defined in the PDP Ordinance) of the Cardholder and/or the Applicant in compliance with the PDP Ordinance. 18.6 Each of the Cardholder and the Applicant 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 business, residential or correspondence address. The Cardholder and the Applicant agree to notify the Company promptly in writing if he/she/it is or becomes a Connected Party as defined in Clause 1.1.
- 18.7 The personal representative(s) (if applicable) of the Cardholder or the Applicant shall promptly notify the Company in writing of the death of the Cardholder or the olicant (if applicable).
- 18.8 The Company will treat information relating to the Cardholder and/or the Applicant as confidential but unless consent is prohibited by law, each of the Cardholder and the Applicant consent to the transfer and disclosure by the Company of any information relating to the Cardholder and/or the Applicant 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 ocal 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 provider ("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 each of the Cardholder and the Applicant (in case where the Applicant is an individual) subject to the
- 18.9 Each of the Cardholder and the Applicant consents to the information of the Cardholder and/or the Applicant ing 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 information of th

Cardholder and/or the Applicant 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 certai circumstances have access to the information of the Cardholder and/or the Applican

- 18.10 Each of the Cardholder and the Applicant acknowledges and agrees that some services, operational and processing procedures relating to the transactions. services provided by the Company to the Cardholder and/ or the Applicant may from time to time be outsourced by 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, the Applicant, the Master Account, the Sub account and/or the transactions and services provided y the Company to the Cardholder and/or the Applicant for the purpose of or in relation to the services and procedures they perform
- 11 The Applicant represents and warrants to the Company that it is duly authorized by its directors, shareholde officers, proposed guarantors or security providers and or other related individuals ("Relevant Individuals" provide their information to the Company and that has informed the Relevant Individuals that the DPN is applicable to each of them. The Applicant will indemnify and hold the Company harmless from all claims, costs penalties, damages and other losses incurred by the mpany as a result of a breach of this representation and warranty by the Applicant.
- 18.12 For the purpose of Clauses 18.1, 18.3 and 18.5, the Applicant shall be limited to an individua
- 19.1 Any notice given by the Cardholder and/or the Applicant 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 ar deemed to be received by the Cardholder and/or the on posting for 3 Business Days in one or more of
- (a) the banking halls in Hong Kong of the Bank, 3 Business Days after publication as an advertisement (b) n a Hong Kong newspaper
- when posted on the website of the Company when left at any of the address of the Cardholder and/or the Applicant on the Company's record, or 48 hours after mailing to such address or 7 days if the address is overseas.
- when sent by electronic mail or message or facsimile to any of email address or equipment or facsimile number of the Cardholder and/or the Applicant on the Company's record, or
- when communicated including by leaving a voice message, if by telephone or other ora communication, notwithstanding the death or incapacity of the Cardholder and/or the Applicant. Business Day" means a day onwhich the Bank is open for business in Hong Kong other than Sunday and public holiday.
- 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 Company wil where practicable, give the Cardholder and the Applicant not less than 60 days' prior notice before any significan change of the terms and conditions takes effect, unless uch 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 Cardholder's and the Applicant's acceptance of such
- 20.3 If the Cardholder and/or the Applicant do not accept the proposed change by the Company, the only recourse available to the Cardholder and/or the Applicant is to terminate the Card in accordance with Clause 12.1.
- 20.4 Where a Cardholder and/or the Applicant terminate Card pursuant to Clause 20.3 within reasonable time, the pany will repay the annual or other periodic fees or that Card (if any) on a pro rata basis if the fees can be separately distinguished 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 and the Applicant hereby irrevocably submit o the non-exclusive jurisdiction 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 ion 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 success personal representative and person lawfully acting or behalf of the Cardholder and the Applicant.
- 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
- 22.5 Neither Cardholder nor the Applicant may assign any o its rights and/or obligations under this Agreement. The Company may assign or transfer any of its rights and ations 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 estigation and prevention of money laundering, terroris 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 Applicant, the Cardholder and the Cardholder's transactions for such purposes. Each of the Cardholder and the Applicant confirm and understand that their tax status will be subject to such screening and monitoring. Each of the Cardholder and the Applicant also represent to the Company that the Cardholder and the Applicant have, to the best of their knowledge, not nitted or been convicted of tax crimes.
- 22.7 Remuneration of the Company's sales staff may consist of fixed and variable components. The award variable remuneration correlates in part with the staff's prmance in financial and non-financial factors. 22.8 Third Party Rights
 - Subject to Clause 22.8(c), a person who is not a (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) (the "Third Parties Ordinance") to enforce or to enjoy the benefit of any term of this Agreement.
 - Notwithstanding any term of this Agreement, the (b) 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 (C) Ordinance, rely on any provision of this Agreement (including without limitation any indemnity limitation exclusion of liability) which expressly confers rights or benefits on that person.