BOC Credit Card (International) Ltd. CREDIT CARD AGREEMENT

[Caution] A Cardholder should carefully read this Agreement before using a Card or any of the Services. The signature of the Cardholder on the Card, or the use or activation of the Card by the Cardholder or the use of any of the Services shall constitute conclusive evidence of the Cardholder's acceptance of and agreement to be bound by the terms and conditions of this Agreement. [Caution] Reminder: To borrow or not to borrow? Borrow only

if you can repay! Capitalized terms used herein are defined at the end of this Agreement. This Agreement applies to the Cards issued by BOC Credit Card (International) Limited (the "Company"). In this Agreement, words importing the singular shall include the plural and vice versa and words importing a gender include every gender, unless the context otherwise requires. Any reference to the Company and the Bank shall, unless the context otherwise requires, be

deemed to include a reference to its successors and assigns.

Part I: Your obligations and liabilities General Obligations and Liabilities

- 1.1 You shall take reasonable care to keep the Card, the OS Device and the OS Security Device (as defined in Clause 8.3.3) safe and under your personal control. You shall log out of the Platforms at the end of each session of use. Further, you shall not disclose the PIN, the TS Password, the OS Authenticators, the One-Time-Password or the Virtual Card account number (the PIN, the TS Password, the OS Authenticators, the
- One-Time-Password and the Virtual Card account number, together, the "Access Data") to any other person and shall act in good faith, exercise reasonable care and diligence in keeping the Access Data confidential. Without limiting the generality of the foregoing, you must take the following measures to keep the Card safe and the Access Data confidential to prevent fraud: 1.1.1 keep any record of the Access Data separate from
- the Card; **1.1.2** destroy the original printed copy of the PIN, the TS Password and the OS Authenticators; 1.1.3 <u>never write down the Access Data on the Card or on</u>
- anything usually kept with or near the Card; 1.1.4 never write down or record the Access Data without disquising it; 1.1.5 change the PIN, the TS Password and the OS
- Authenticators on a regular basis, and change them immediately when it is suspected that such is known by any third party; 1.1.6 do not use the same PIN, TS Password and OS
- Authenticators for any other platform or service and do not use obvious numbers or easily accessible personal information such as your date of birth to set
- the PIN, the TS Password or the OS Authenticators; 1.1.7 use alphanumeric code for the PIN, the TS Password and the OS Authenticators;
- 1.1.8 take back the Card after completing any transaction. including after using it at the ATM; 1.1.9 for each Card transaction with a sales slip ("Slip"), always fill in the "total" box with the correct amount
- and a currency sign which leaves no space for additional writing; 1.1.10 ensure there will be one but not more Slips imprinted
- for each transaction 1.1.11 use the Card and any Services in accordance with the procedures, instructions and/or security guidelines from time to time issued by the Company and/or
- the Bank; 1.1.12 in respect of the Online Services, you shall take all steps to: (i) ensure that the OS Device is adequately secure
- when accessing the Platforms; (ii) adopt the security procedures from time to time stipulated by the Company and the Bank in connection with your use, access and/or
- operation of the Log-in Account and the Online Services; and (iii) ensure that the OS Device is not connected to
- any other computer or network on which someone else may observe, copy or trace your access or obtain access to the Log-in Account and the Online Services; and 1.1.13 in respect of the Online Services, you shall take all
- steps not to: (i) allow anyone else to use, access or operate the Log-in Account or the Online Services, whether authorized or unauthorized; and
- (ii) leave the OS Device unattended while you are online or you are accessing the Log-in Account or the Online Services.
- A Main Cardholder shall also ensure each Additional/ Supplementary Cardholder would comply with this Agreement in his/her usage of the Additional/Supplementary Card, including taking the security precautionary measures aforementioned. Upon the occurrence of any of the following events, you shall
- report as soon as reasonably practicable to the Company by telephone to the 24-hour hotline number at (852)2544-2222: **1.2.1** loss and/or theft of the Card; 1.2.2 actual or suspected unauthorized possession, control
- or use of the Card and/or the Access Data; 1.2.3 actual or suspected disclosure of the Access Data to any unauthorized person;
- 1.2.4 suspicion of or identification of any compromise (including but not limited to disclosure) of any security details of your Eligible Device, E-Wallet or Card or the security of your Eligible Device, E-Wallet or Card in any manner whatsoever; and 1.2.5 suspicion of or identification of any counterfeit card
- bearing the same number as the Card or purported to be issued under the Account. 1.3 <u>Without prejudice to the obligations under Clause 1.2, you</u>
- shall report the occurrence of any relevant event listed under Clause 1.2 to the police and shall submit to the Company and/or the Bank satisfactory documentary evidence of such police report as soon as reasonably practicable.
- 1.4 Notwithstanding anything contained herein to the contrary, you shall repay the Company immediately upon demand from the Company: 1.4.1 the outstanding balance of the Account;
- 1.4.2 all Charges in respect of the transactions effected by the use of the Card but not debited to the Account; and **1.4.3** <u>all fees and charges payable by you to the Company</u>
- under this Agreement. 1.5 Subject to Clause 3, you shall compensate and indemnify the Company and/or the Bank for and keep them indemnified against
 - 1.5.1 all direct and indirect losses, damages, costs or expenses (including, without limitation, accounting, legal and other professional advisors' fees) incurred by the Company and/or the Bank on an indemnity basis in connection with any breach of the terms herein by you and/or enforcement thereon by the Company and/or the Bank; and
 - 1.5.2 any claim, proceeding, loss, damage or expense (including, without limitation, accounting, legal and other professional advisors' fees) that may arise to be incurred by the Company and/or the Bank in connection with the provision of services or facilities to you, whether or not arising from or in connection with your improper use of the services, accounts or facilities or any damage to the OS Device and/or the OS Security Device (or other computer hardware,
- devices, facilities or software) as a result of accessing and/or using the services, accounts or facilities provided to you and/or as a result of your reliance on or use of any information displayed on the Platforms. **1.6** <u>All indemnities, restrictions and obligations applicable to you</u> in this Agreement shall survive the suspension or termination of the services offered under this Agreement or the
- termination of this Agreement. **1.7** In respect of your liabilities for collection costs and legal expenses: 1.7.1 The Company is entitled to appoint debt collection agencies and/or institute legal proceedings at any time to collect and/or recover from you any amount from time to time due to the Company under this Agreement.
- **1.7.2** You shall indemnify the Company in respect of: (i) <u>all legal costs and expenses reasonably incurred</u> by the Company in seeking to enforce payment of the debts due from you to the Company under this Agreement; and (ii) 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 you hereunder shall in normal circumstances not exceed 30% of the aggregate outstanding balance of the Account for the payment of which
- **1.8** Your payment under this Agreement 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 20.8) below) or otherwise, you will pay an increased amount so that the Company will receive a net amount equal to what the

you are responsible

withholding or deduction. You will, upon demand, provide the Company promptly evidence satisfactory to the Company to prove that it has complied with any withholding or deduction requirement as required by law or the Obligations. You undertake to fully indemnify the Company if any loss or damage is suffered by the Company in relation to your failure

to comply with such withholding or deduction requirements.

Company would have received had there been no

- Terms Applicable to Wallet Credit Card
- 1.9 You shall take reasonable care to keep the Eligible Device safe and under your personal control. Further, you shall not disclose the Device Passcode and the security details of your Eligible Device, Wallet Credit Card or E-Wallet to any other person and shall act in good faith and exercise reasonable care and diligence in keeping the Device Passcode and the security details of the Eligible Device, the Wallet Credit Card and E-Wallet confidential. Without limiting the generality of the foregoing, you must take the following measures to keep the Eligible Device safe and the Device Passcode and the security details of the Eligible Device, the Wallet Credit Card and E-Wallet confidential to prevent fraud:
 - 1.9.1 take reasonable precautions to keep Card details, Device Passcode, Biometric Data or other security details relating to your Eligible Device, E-Wallet, Wallet Credit Card, and/or any cloud storage platform safe and to prevent loss, theft or fraudulent use of them; 1.9.2 keep any record of the Device Passcode separate
 - from the Eligible Device 1.9.3 do not allow anyone else to use or log on to your Eligible Device and E-Wallet;
 - 1.9.4 ensure that your Eligible Device stores only your Biometric Data but not anyone else's Biometric Data, and that you only use your own Biometric Data to use
 - your Wallet Credit Card or E-Wallet; 1.9.5 do not use facial recognition to use your Wallet Credit Card or E-Wallet if you have an identical twin sibling; in this case, you are recommended to use your Device Passcode or other Biometric Data as suggested by the E-Wallet Provider;
 - 1.9.6 do not use facial recognition to use your Wallet Credit Card or E-Wallet if you are in adolescence while your facial features may be undergoing a rapid stage of development; in this case, you are recommended to use your Device Passcode or other Biometric Data as suggested by the E-Wallet Provider;
 - 1.9.7 do not take any action to disable any function provided by, and/or agreeing to any settings of your <u>Eligible Device that would compromise the security of</u> the use of your Biometric Data for the use of Wallet Credit Card or E-Wallet (e.g. disabling "attentionaware" for facial recognition). If such changes are required, you are recommended instead to use your Device Passcode or other Biometric Data as suggested by the E-Wallet Provider;
 - 1.9.8 do not install or launch E-Wallet in a smartphone or in any other device with any pirated, hacked, fake or unauthorized application or where the software lockdown has been overridden (such as a "jailbroken" or "rooted" smartphone or device);
 - 1.9.9 change the Device Passcode on a regular basis, and change that when it is suspected that such is known by any third party;



- accordance with Clause 15 1.9.15 use the Wallet Credit Card and the E-Wallet in accordance with the procedures, instructions and/or
- security guidelines from time to time issued by the Company or the E-Wallet Provider; and 1.9.16 do not store the Wallet Credit Card in the Eligible Device of any other person or use another person's
- Wallet Credit Card. 1.10 You are fully responsible for any disclosure of the Device Passcode, PIN, or other security details relating to your Eligible Device, E-Wallet and Wallet Credit Card to any other person, even if such disclosure is accidental or unauthorized

You shall bear all risks and consequences arising from or in

- connection with any unauthorized use of your E-Wallet and Wallet Credit Card. 1.11 If the Company designates specific types or models of devices as Eligible Devices, you should use an Eligible Device the Company so designates from time to time to
- register, store and use your Wallet Credit Card in your E-Wallet. The Company has the right to vary the type of model or withdraw an existing type or model of Eligible Device at any time without prior notice.
- 1.12 You will need internet connection, compatible telecommunications equipment and mobile telephone service plan (if applicable) in order to register, store and use your Wallet Credit Card.
- You shall promptly examine your Statement and/or e-Statement issued to you from time to time carefully and, without prejudice to the obligations under Clause 1.2, report any unauthorized transactions in the Statement and/or e-Statement to the Company within 60 days from the date of the Statement and/or e-Statement, regardless of the date when you access such Statement and/or e-Statement. For
- the avoidance of doubt, with regards to an E-Wallet, an unauthorized transaction includes any payment from a Card (including but not limited to, a Wallet Credit Card) to such E-Wallet. You shall keep a copy of each Slip after a Card transaction and check such against your Statement and/or
- e-Statement 2.2 In case you fail to report any unauthorized transactions within the specified period as specified under Clause 2.1, the Company reserves the right to regard the Statement and/or e-Statement as correct, conclusive and binding on you and you
- shall be deemed to have waived any right to raise any objection. 2.3 The Company shall use reasonable endeavours, except in circumstances which are beyond its control, to complete the investigation within 90 days upon receipt of notice of an unauthorized transaction from you.
- 2.4 In the event that you have informed the Company of any unauthorized transaction before the Due Date (as defined in Clause 11.1) 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 as set out in the Fee Schedules 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 ful payment of the disputed amount together with all related fees, charges and/or interest if such dispute made by you is
- subsequently proven to be unfounded. Cardholder's Liabilities for Loss 3.1 You will be liable for all losses when a Card has been used for unauthorized transactions before the Company receives a report from you in accordance with Clause 1.2 (each, a
- "Reportable Incident"). 3.2 Subject to Clause 3.3, if you have made a report in accordance with Clause 1.2, your liability for all unauthorized Card transactions (but not in relation to any cash advances) incurred prior to any report made pursuant to Clause 1.2 shall not exceed HKD500 or such other amount (subject to any applicable laws and regulatory directives) as notified by the Company to you from time to time. The application of this maximum limit is confined to loss specifically related to
- the Account. 3.3 You shall be liable for the full amount if:

3.4

- 3.3.1 you have acted fraudulently or with gross negligence. which may include but not be limited to: (i) any failure to comply with Clauses 1.1, and 1.9 or take other reasonable precautions to prevent
- such Reportable Incident; (ii) any unauthorized use of the Card involving the use of your Access Data, Device Passcode or
- Eligible Device with your knowledge; or 3.3.2 if you fail to report the Reportable Incident in

accordance with Clause 1.2, and you agree to indemnify and keep the Company fully indemnified against all losses, damages, liabilities and all reasonable costs and expenses reasonably incurred as a result thereof. The Company will bear the full loss incurred:

- 3.4.1 in the event of misuse when the Card has not been received by you; 3.4.2 for any unauthorized transactions made after you
- have made a report in accordance with Clause 1.2; 3.4.3 when faults have occurred in the terminals, or other systems used, which cause you to suffer loss and damage, unless the fault was obvious or advised by
- a message or notice on display; and 3.4.4 when transactions are made through the use of counterfeit cards. For the avoidance of doubt, the Company's liability is limited to those amounts wrongly charged to your Accounts and any
- interest on those amounts Liabilities of Main and Additional/Supplementary Cardholders
- 4.1 <u>A Main Cardholder shall be liable to the Company for any</u> and all transactions effected and/or liabilities incurred by the Main Cardholder and Additional/Supplementary Cardholders
- by the use of their Cards. 4.2 An Additional/Supplementary Cardholder shall be liable only for the transactions effected by him/her and the liabilities incurred by him/her through the use of his/her Additional/Supplementary Card. For the avoidance of doubt, the Company is entitled to recover any or all liabilities of an Additional/Supplementary

Additional/Supplementary Cardholder or both.

Cardholder from either the Main Cardholder or the

Part II: Card Services Issue of Cards

- 5.1 The Company may issue one or more of the Cards to you subject to the terms and conditions of this Agreement. When a Card is issued, the Company will set up and maintain the Account 5.2 Upon the application of a Main Cardholder and subject to the discretionary approval of the Company, the Company may issue
- one or more Additional/Supplementary Cards to the Additional /Supplementary Cardholders nominated by such Main Cardholder. 5.3 Immediately upon receipt of the Card from the Company, vou shall:
- 5.3.1 sign the Card on the space provided; and 5.3.2 sign and return to the Company any acknowledgement of receipt of such card, if required by the Company; or otherwise activate such Card in accordance with the
- instructions of the Company. 5.4 A renewal Card shall normally be issued at least 30 days prior to the expiry date of a Card. Unless a written notice of non-receipt of the renewal Card is received by the Company within such 30-day period, the renewal Card shall be deemed to have been received by you by the expiry date. By activating or using the renewal Card or continuing to use the Card after its expiry date, you shall be deemed to have accepted the renewal Card.
- The Company shall have the right to refuse to issue a 5.5 replacement Card to you if your Card is lost or stolen. Where a replacement Card is issued, the Company shall be entitled to charge a re-issue card fee for such replacement Card in accordance with the Fee Schedules and subject to conditions. Terms Applicable to Wallet Credit Card
- 5.6 If you own a Card (other than a Private Label Card) that is of a type and/or card scheme designated by the Company and is in good standing, you may store a digital version of such Card (i.e. a Wallet Credit Card) in your E-Wallet.
- 5.7 You may need to negotiate and agree separate terms with the E-Wallet Provider, which govern the registration and storage of your Card in the E-Wallet and the use of the E-Wallet (including the use of any data you provide to the E-Wallet Provider). Any terms agreed between you and the E-Wallet Provider shall not change or override the terms in this Agreement.
- 5.8 The E-Wallet Provider may at any time and at its discretion (which the Company cannot fetter) limit the number of Wallet Credit Cards that you may store in one E-Wallet. The Company may however limit the number of Eligible Devices in which one Card can be stored and you may refer to the Company's latest communications regarding such limit.
- 5.9 You should follow the instructions of the E-Wallet Provider (including installation of the latest operating system for your Eligible Device), and the registration and verification flow of your E-Wallet in order to register and store the Wallet Credit Card in your E-Wallet
- 5.10 By registering a Wallet Credit Card in your E-Wallet, you consent to the Company sending SMS messages to you for verification and activation purposes based on your telephone number in the Company's record. If such telephone number is not the telephone number of your Eligible Device, the SMS message will be sent to the telephone number in the Company's record but not to your Eligible Device. If the Company does not have a record of your telephone number. the Company cannot send SMS messages to you, in which case you should follow the required steps to verify and activate the Wallet Credit Card.
- 5.11 The Company and/or the Bank shall have the right to specify or vary from time to time the provision or use of the Wallet Credit Card, including (but not limited to) the following: 5.11.1 the type(s) and number(s) of Card from which a Wallet Credit Card can be derived;
- 5.11.2 any transaction limit or currency for the transaction effected with a Wallet Credit Card;
- 5.11.3 any restriction, condition or specification on the availability or use of the Wallet Credit Card; and 5.11.4 any fees payable to the Company and/or the Bank in connection with the provision or use of the Wallet
- Credit Card. 5.12 You should contact the E-Wallet Provider for use of the E-Wallet and the Eligible Device or other related customer
- services. Use of the Card Use of the Card is restricted exclusively to you for: 6.1.1 bona fide purchases of goods and/or services; and/or 6.1.2 cash advances,

and you shall not use the Card for any other purposes, in particular any illegal purposes including, without limitation, payment for any illegal transaction.

6.2 You 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. For a single currency HKD-denominated Card, all Charges incurred in all Card transactions effected by the use of the Card in currencies other than HKD shall be posted to the Account after conversion into HKD at the prevailing rate of exchange determined by reference to the rate of exchange adopted by either Visa/Mastercard/UnionPay or the Bank on the date of conversion plus a handling fee (if applicable) charged by the Company as set out in the Fee Schedules Terms Applicable to Dual Currency Credit Card

6.3

- 6.4 For a dual currency Card which is denominated in both HKD nd CNY, the Card is valid for use by you in the mainian Hong Kong and such other places from time to time designated by the Company for 6.4.1 the bona fide purchase of goods and/or services in
- merchant establishments or financial institutions which are using and connected to UnionPay's point of sale system: and/or 6.4.2 cash advances effected at an ATM, bank counter or
- such other credit card facilities or services as the Company may from time to time provide. 6.5 All Charges incurred in all Card transactions effected by the
- use of the Card in HKD will be posted to the HKD 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 to the HKD Account after conversion into HKD at the prevailing rate of exchange determined by reference to the rate of exchange adopted by eithe Visa/Mastercard/UnionPay or the Bank on the date of conversion plus a handling fee (if applicable) charged by the Company as set out in the Fee Schedules.
- 6.6 Subject to Clause 6.7, 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.
- 6.7 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 if the Card transactions are processed by the merchant establishment or financial institutions in HKD, including, but not limited to, Charges incurred through cash advances in CNY effected at the JETCO ATM. Terms Applicable to Private Label Card
- 6.8 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 limited at the designated outlets of the Merchant and other merchant outlets (if any) designated by the Company. A Cardholder of a Private Label Card may not enjoy all or the same features or benefits available to other Cardholders which include, but are not limited to, the following:

Cards except that the provisions relating to the features or

Transactions only. You may not enjoy all or the same

features and benefits available to other Cardholders which

This Agreement is applicable to the use of Virtual Cards

except that the provisions relating to the features or benefits

hardware equipment and software (including, without

limitation, digital certificate) necessary for effecting Virtual

Card where your E-Wallet is accepted for payment. The

Company and/or the Bank is however not responsible if any

retailer or third party refuses to accept your Wallet Credit Card.

or cash advances over the bank counter. A Wallet Credit Card

cannot be linked to a bank account. Your Wallet Credit Card

or E-Wallet may also be subject to certain transaction limits

(for example, payment amount) imposed by retailers or

payment terminals which do not normally apply to the Card.

6.13 Your E-Wallet may not be accepted at all places where your

Terms Applicable to Interest-free Purchase Instalment Program

6.14 You may apply for the Interest-free Purchase Instalment

available credit limit in the Account.

IPP is suspended or closed for application.

6.15 Loan Transaction and No Refund

Program (the "IPP") offered by the Company, unless your

Account has been excluded from the IPP by the Company

from time to time or the Company has notified you that the

6.15.1 The IPP is a loan provided by the Company to you.

The Company will lend to you the aggregate

interest-free purchase instalment amount

("Interest-free Purchase Instalment Amount")

which shall not exceed the purchase price of the

goods and/or services as shown on the relevant Slip,

subject to a maximum amount from time to time

specified by the Company by reference to the

6.9.2 issuance of additional/supplementary Card(s); and

6.10 You shall, at your own cost and expense, obtain all computer

6.11 You may enter into a transaction with your Wallet Credit

6.12 You cannot use your Wallet Credit Card for cash withdrawals

benefits set out in this Clause 6.8 are not applicable.

include, but are not limited to, the following:

set out in this Clause 6.9 are not applicable.

6.9 You may use a Virtual Card to effect Virtual Card Shopping

- 6.8.1 PIN; 6.8.2 cash advance;
- 6.8.3 ATM service; and 6.8.4 Virtual Card account This Agreement is applicable to the use of Private Label

Terms Applicable to Virtual Card

6.9.1 cash advance;

Card Shopping Transactions.

Terms Applicable to Wallet Credit Card

6.9.3 ATM service.

Card is accepted.

Part III: Other Services

- 6.15.2 You shall not be relieved from the obligation to repay all monies due from you to the Company under this Agreement, should there be any disputes or complaints in relation to the goods and/or services, including but not limited to the failure to deliver the goods and/or services by the merchant. In any event, all repayments made by you to the Company unde the IPP is non-refundable and you shall be obliged to repay the Interest-free Purchase Instalment Amount and other fees and charges in full to the Company. 6.15.3 You acknowledge and agree that the sale and purchase transaction of the goods and/or services is made between you and the merchant and you shall pay for goods and/or services which will be delivered at a later date after payment. Should there be any disputes or complaints in relation to the goods and/or services, you shall handle all disputes or complaints directly with that merchant. The Company disclaims
- any liability whatsoever in relation to the goods and/or services sold and supplied by the merchant Under no circumstances shall the Company be responsible to handle such disputes or complaints for you. 6.16.1 The Company may in its absolute discretion approve

6.16 Application

6.17 Approval

6.18 Repayment

6.19 Credit Limit

any) to the Account

6.21 Termination of the IPP

6.22 Authorization

appropriate.

with the IPP.

6.23 Miscellaneous

6.27 Application

6.28 Approva

written confirmation.

any reason

applicable to the IPP.

the written confirmation

- or reject any application for the IPP without giving 6.16.2 The Company will by written notice or on the Slip
- inform you that the application of any of the IPP is approved. The Company shall not be responsible for any loss or liability which you may suffer or incur as a result of any such application being rejected. 6.16.3 An application, once approved, shall not be cancelled or amended by you and you shall be bound by this Agreement and the terms set out in the relevant written confirmation or the Slip. 6.16.4 In the event you execute an Interest-free Purchase Instalment Program Direct Debit Authorization Form ("DDA Form") for application of a designated IPP
- you shall be subject to the terms and conditions of the DDA Form which shall prevail over this Agreement to the extent of any inconsistency. 6.16.5 You acknowledge that any chargeback provision under any agreement between you and the Company shall not be applicable to the IPP. The chargeback provisions of card organizations shall not be
- Upon the application of the IPP for the purchase of goods/ services by you and subject to the discretionary approval of the Company, you irrevocably authorize the Company to pay to any merchant the Interest-free Purchase Instalment Amount for your purchase of the relevant goods/services from such merchant (in such manner as may be agreed between the merchant and the Company) and to debit the Account in the number of instalments as shown on the relevant Slip or
- 6.18.1 The Interest-free Purchase Instalment Amount shall be repaid by equal monthly instalments (the "IPP Monthly Instalments" and each an "IPP Monthly Instalment") as applied by you and approved by the Company, which shall be confirmed in the relevant written confirmation or the Slip and such amount shall be rounded up to the nearest cent.
- 6.18.2 The first IPP Monthly Instalment shall be debited to the Account at the time when the IPP has been approved. Each subsequent IPP Monthly Instalmen shall be debited on the first Business Day after the subsequent Next Statement Date (as defined in Clause 11.6) provided that if there is no such day in any subsequent calendar month, the relevant IPF Monthly Instalment shall be debited on the last day of that calendar month or if such day is not a Business Day for the Company or the relevant IPP Monthly Instalment cannot be debited to the Account for reasons beyond the control of the Company, the same shall be debited to the Account in accordance
- with the usual practice of the Company. At the time when the IPP has been approved, the available credit limit in the Account shall be reduced (if not yet reduced) by the Interest-free Purchase Instalment Amount and shall be increased by the IPP Monthly Instalment amount repaid to the Account.
- 6.20 Early Repayment and Refund 6.20.1 You may by written notice apply for early repayment of all but not part of the outstanding IPP Monthly Instalments. Upon approval of such application, the Company shall debit all outstanding IPP Monthly Instalments and early repayment administration fee ("IPP Early Repayment Administration Fee") (if
 - 6.20.2 If there is a refund of the purchase price of the goods and/or services, upon receipt of the relevant refunds from the relevant merchant, the same will be credited to the Account and all outstanding IPP Monthly Instalments and IPP Early Repayment Administration Fee (if any) will be debited to the Account. The amount so credited to the Account shall be applied towards settlement of the debit balance therein in accordance with the relevant provisions in the Agreement. You acknowledge that the Company shall not be responsible for verifying with the relevant merchant in respect of any amount so refunded.
 - Notwithstanding anything herein to the contrary, in the event there is any default in the Account, or the Account is terminated or suspended for whatever reason or the Company reasonably considers it necessary to protect its interest, the Company shall be entitled to debit all of the outstanding IPP Monthly Instalments to the Account at any time without prior notice to you.

7.1

You hereby irrevocably authorize the Company to debit all IPP Monthly Instalments and IPP Early Repaymen Administration Fee (if any) to the Account and for this purpose, you shall reserve sufficient credit limit in the Account. The Company shall be entitled to debit any amount to the Account in excess of its then available credit limit and you shall be liable for such excess and shall pay the overlimit

handling fee in accordance with the Fees Schedule where

- 6.23.1 The Company has absolute discretion to determine any matter in connection with the IPP and any such determination shall be final and binding on you (save and except for manifest error).
- 6.23.2 You hereby authorize the Company to accept and retain for its own benefit from all relevant parties in relation to the IPP any commission, rebate, benefit and/or other advantage arising out of or in connection
- 6.23.3 You hereby authorize the Company to release, use or exchange any information about you to all relevant parties in relation to the IPP. Terms Applicable to Credit Card Cash Instalment Loan ("Cash
- Instalment Program") and Statement Instalment ("Statement Instalment Program") (the Cash Instalment Program and the Statement Instalment Program, together referred to as the "IPs") 6.24 You may apply for the IPs offered by the Company, unless your Account has been excluded from the IPs by the Company from time to time or the Company has notified you
- that the IPs are suspended or closed for application. 6.25 For the Cash Instalment Program, the cash instalment loan amount ("Cash Instalment Amount") shall be for a minimum amount from time to time specified in the relevant application forms or promotional materials subject to a maximum amount from time to time specified by the Company by reference to the available credit limit of the Account. The Company may in its absolute discretion determine the exact Cash Instalment Amount and you hereby irrevocably agree to accept the Cash Instalment Amount notwithstanding that the Cash Instalment Amount
- approved by the Company is lower than that applied for. 6.26 For the Statement Instalment Program, the aggregate statement instalment amount ("Statement Instalment Amount") shall be for a minimum amount from time to time specified in the relevant application form or promotional materials, subject to a maximum amount from time to time specified by the Company by reference to
 - the available credit limit of the Account. 6.27.1 The Company may in its absolute discretion approve or reject any application for the IPs without giving any
- 6.27.2 For the Statement Instalment Program, you are advised to make an enquiry with the Company prior to effecting any transaction which is intended to be repaid by instalments in accordance with the
- atement Instalment Program. 6.27.3 The Company will by written notice inform you whether the application of any of the IPs is approved or rejected and in no event shall the Company be responsible for any loss or liability which you may suffer or incur as a result of any such application being rejected. An application, once approved, shall not be cancelled or amended by you and you shall be
- bound to accept the terms set out in the relevant 6.28.1 For the Cash Instalment Program, after approval of the application, the Company will within a reasonable time advance the Cash Instalment Amount to you in such manner as determined by the Company. 6.28.2 In respect of the Statement Instalment Program, after approval of the application, you shall on the subsequent Due Date pay the relevant amount after deducting the Statement Instalment Amount.

- 6.29 Upfront Administration Fee and Monthly Handling Fee 6.29.1 An upfront Administration Fee (if any) in relation to the IPs ("IP Upfront Administration Fee") will be charged at such rate and in such manner as the Company may notify to you or as specified in the application form, which shall be confirmed in the relevant written confirmation. 6.29.2 A monthly handling fee (if any) in relation to the IPs
- ("IP Monthly Handling Fee") will be charged at such rate and in such manner as the Company may notify to you or as specified in the application form, which shall be confirmed in the relevant written confirmation. 6.30 Repayment
- 6.30.1 The Cash Instalment Amount or the Statement Instalment Amount and IP Monthly Handling Fee (if any) shall be repaid by equal monthly instalments (the "IP Monthly Instalments" and each an "IP Monthly Instalment"). The instalment period shall be the period as applied by you and approved by the Company, which shall be confirmed in the relevant written confirmation and the monthly instalment amount shall be rounded up to the nearest cent.
- 6.30.2 The Company is hereby authorized to apportion the IP Monthly Instalments between the Cash Instalment Amount or the Statement Instalment Amount and IF Monthly Handling Fee (if any) as it shall deem appropriate. If you repay the Cash Instalment Amoun or the Statement Instalment Amount prematurely, it may not necessarily reduce the amount of IP Monthly Handling Fee you would have to pay.
- 6.30.3 The first IP Monthly Instalment and IP Upfront Administration Fee (if any) shall be debited to the Account on the next Business Day after, where appropriate, the advancement date of the Cash Instalment Amount or the date when the Statement Instalment Program has been approved. Each subsequent IP Monthly Instalment shall be debited on the corresponding date of the subsequen calendar month provided that if there is no such a day in any subsequent calendar month, the relevant IP Monthly Instalment shall be debited on the last day of that calendar month; or if such appropriate day is not a Business Day, the same shall be debited on the preceding Business Day; or the relevant IP Monthly Instalment cannot be debited to the Account for reasons beyond the control of the Company, the same shall be debited to the Account in accordance with the usual practice of the Company.
- 6.31 Credit Limit Where appropriate, upon:
- the advancement of the Cash Instalment Amount; or after the approval of the Statement Instalment Program. the available credit limit in the Account shall be reduced (if not yet reduced) by the Cash Instalment Amount or the Statement Instalment Amount and the available credit limit shall be increased when the IP Monthly Instalment has been repaid to the Account.
- 6.32 Early Repayment and Refund 6.32.1 You may by written notice apply for early repayment of the IPs in full but not in part. Upon approval of such application, the Company shall debit all outstanding IP Monthly Instalments, the IP Upfront Administration Fee (if any) (if not yet debited) together with an early repayment administration fee from time to time determined and communicated to you ("IP Early Repayment Administration Fee") to the Account. 6.32.2 For the Statement Instalment Program, if there is a refund of the purchase price (or any part thereof) of goods and/or services, upon receipt of the relevant refunds from the relevant merchant, the same will be credited to the Account. The amount so credited to the Account shall be applied towards settlement of the debit
- Company shall not be responsible for verifying with the relevant merchant in respect of any amount so refunded. 6.33 Termination of the IPs Notwithstanding anything herein to the contrary, in the event there is any default in the Account, or the Account is terminated or suspended for whatever reason or the Company reasonably considers it necessary to protect its interest, the Company shall be entitled to debit all of the outstanding IP Monthly Instalments and the IP Upfront Administration Fee (if any), together with the IP Early

balance therein in accordance with the relevan

provisions in the Agreement. You acknowledge that the

- Repayment Administration Fee and any charges to the Account at any time without prior notice to you. 6.34 Authorization You hereby irrevocably authorize the Company to debit all IP Monthly Instalments, the IP Upfront Administration Fee (if any), the IP Early Repayment Administration Fee and charges (if any) to the Account and for this purpose, you shall reserve sufficient credit limit in the Account. The Company shall be entitled to debit any amount to the Account in excess of its then available credit limit and you shall be liable for such excess and shall pay the overlimit handling fee in
- accordance with the Fee Schedules where appropriate. 6.35 Miscellaneous 6.35.1 The Company has absolute d any matter in connection with the IPs and any such
- determination shall be final and binding on you (save and except for manifest error). 6.35.2 You hereby authorize the Company to accept and retain for its own benefit from all relevant parties/merchants in relation to the IPs any commission, rebate, benefit and/or other advantage arising out of or in connection with the IPs.
- 6.35.3 You hereby authorize the Company to release, use or exchange any information about you to all relevant parties in relation to the IPs. Tele-services The Tele-services 7.1.1 The Tele-services is an alternative channel through
- which you may, inter alia, conduct transactions under this Agreement by means of the telephone. As such any transaction conducted by means of the telephone will be subject to the terms and conditions in this Agreement.
- 7.1.2 The Tele-services are provided by the Company and/or the Bank to you subject to and upon the terms in this Agreement to enable you to give instructions to or otherwise communicate with the Company and/or the Bank for the purposes of obtaining information about, or conducting transactions through, one or more Account(s) through the telephone. The Company and/or the Bank may appoint or arrange for any service provider, agent or other party of its choice whether within the Bank's group of companies or otherwise, to provide the Tele-Services (or any part thereof) upon such terms and conditions as the Company and/or the Bank deems fit.
- 7.1.3 The Tele-services are provided by the Company and/or the Bank to you being a valid holder of any Account designated from time to time by the Company and/or the Bank as eligible to use the Tele-services. 7.1.4 The Company and/or the Bank reserves the right at
- any time and from time to time to vary any of the Tele-services in any way as the Bank and/or the Company thinks fit including without limitation by: (i) expanding, modifying or reducing the scope of any of the Tele-services;
- (ii) imposing or varying any condition or restriction on the use of any of the Tele-services; and (iii) prescribing or changing the hours during which any of the Tele-services is available. 7.2 Bill Payment Services
- 7.2.1 The Company and/or the Bank may offer bill payment services from time to time and this Clause 7.2 shall only be effective when such services are available. 7.2.2 You may instruct the Company and/or the Bank to transfer the available credit limit or any part thereof from the Account to an account of a stipulated payee
- organization 7.2.3 Subject to Clause 7.2.4, you may issue any number of instructions to the Company and/or the Bank. 7.2.4 You shall not issue (and the Company and/or the Bank shall not be obliged to accept) instructions to make payment in any one day with an aggregate amount which exceeds the daily limit from time to
- time specified by the Company and/or the Bank. 7.2.5 The Company and/or the Bank shall not be liable to you for any loss or damage to you as a result of non-acceptance of instructions by the Company and/or the Bank.
- 7.2.6 You acknowledge that the payments made under the Tele-services to the payee organization will be subject to the minimum turnaround time of crediting from time
- to time prescribed by the Company and/or the Bank. 7.2.7 The Company and/or the Bank shall be entitled to provide a report on a daily or other regular basis to each of the payee organizations taking part in the Tele-services. This report will list out all the users of the Tele-services who have made payments to that payee organization and the respective amounts paid by each of those users to that payee organization and credited into that account of the payee organization on each day.
- 7.3 Instructions given through the Tele-services 7.3.1 You shall be required to enter the TS Password and/or otherwise provide the Account number and/or other identity verification details for the purposes of accessing the Tele-services and giving instructions to the Company and/or the Bank through the telephone The Company and/or the Bank may without prior notice require you to enter and/or otherwise provide such specific information for conducting such types of transaction through the telephone as the Company and/or the Bank may from time to time consider appropriate to safeguard your interest or the interest of the Company and/or the Bank.

- 7.3.2 Any instruction given by you shall be considered to be received by the Company and/or the Bank only if it is given in the manner prescribed by the Company and/or the Bank and actually received by the
- Company and/or the Bank. 7.3.3 The Company and/or the Bank may but is not obliged to send any advice or confirmation to you regarding the receipt or processing of any such instruction.
- 7.3.4 You agree that the use of the TS Password and/or other identity verification details is an adequate identification of you. The instructions given by you (using the TS Password and/or other identity verification details via the Tele-services) shall be irrevocable and the Company and/or the Bank shall be entitled to act on such instructions without obtaining any further written or other confirmation from you, even if such instructions are not actually iven or authorized by you.
- 7.3.5 The Company and/or the Bank shall only act on any instruction which, in its sole and absolute determination, is capable of being acted on in accordance with the normal business practice and procedures of the Company and/or the Bank
- 7.3.6 You may request the Company and/or the Bank to amend or cancel any instruction given in connection with the Tele-services. Any such amendment or cancellation shall not be effective unless and until the relevant request is accepted and confirmed by the Company and/or the Bank. Any instruction acted on by the Company and/or the Bank prior to acceptance and confirmation of the relevant amendment or
- cancellation shall be irrevocable and binding on you. You shall be responsible for any cost or liability whatsoever incurred by the Company and/or the Bank as a result thereof. 7.3.7 You acknowledge that there may be a time lag in the
- transmission of instructions by you to the Company and/or the Bank. 7.4 Further terms in relation to your instructions
 - 7.4.1 The Company shall be entitled to debit any payment plus any charge payable for the transaction from the Account specified by you or any other Account after the Company and/or the Bank receives an instruction from you.
 - 7.4.2 The Company and/or the Bank may refuse to carry out an instruction given by you via the Tele-services or require written confirmation from you of a particular instruction when in its absolute discretion it believes that it is justified to do so.
 - 7.4.3 The Company and/or the Bank shall be entitled after making reasonable efforts to check whether it was properly authorized, to take steps to reverse any action taken on the basis of an instruction if the Company and/or the Bank has reason to believe that such instruction may not have been properly authorized by you. The Company and/or the Bank shall not be liable for any loss to you that results from such a reversal. 7.4.4 When you give an instruction via the Tele-services, the Company and/or the Bank shall act on such
 - instruction in accordance with the cut-off times notified to you through the Tele-services. The Company and/or the Bank may from time to time notify you of changes to these cut-off times. Instructions given at any other time may not be acted on until the next Business Day 7.4.5 The Company and/or the Bank shall not be obliged to
 - execute your instructions and shall not be liable for any loss or damage to you as a result of non-processing of the instructions given by you, if on the stipulated date of execution: (i) the Account does not contain sufficient available
 - credit limit to execute your instruction; or (ii) the Account does not contain sufficient available credit limit to pay for any charge, fee, interest or other sum that may be payable by you to the
 - Company; or (iii) the execution of your instructions will cause the balance in the Account to exceed the credit limit that the Company has set for you and/or the
 - Account; or (iv) the Account is closed, frozen or inaccessible for
 - any reason 7.4.6 You (but not the Company and/or the Bank) shall be responsible for any charge imposed, or any other action taken, by a receiving bank or intended receiving bank, where: (i) the Account does not contain sufficient available
 - credit limit for the Company and/or the Bank to execute your instruction; or
 - (ii) a court or other body of competent jurisdiction prohibits withdrawals from the Account; or (iii) the Account is closed, frozen or inaccessible for
 - any reason; or (iv) the Account or any available credit limit in the Account has been put on hold; or (v) the execution of your instruction to transfer funds will cause the balance in the Account to exceed
 - the credit limit that the Company has set for you and/or the Account; or (vi) you did not, in the sole opinion of the Company and/or the Bank, correctly use the Tele-services; or (vii) circumstances beyond the Company's and/or the
- Bank's reasonable control prevent the execution of your instructions. 7.4.7 The Company and/or the Bank shall be entitled to determine at its discretion the order of priority in executing your instructions to transfer the available
- credit limit or any part thereof, make payment and/or any other existing arrangement or instruction. 7.4.8 For the purpose of Clause 7.4, "available credit limit" means the total sum of the credit limit (for the time being remaining available to you) and the credit
- balance (if applicable) of the Account. 7.5 Termination of the Tele-services 7.5.1 You may terminate your use of the Tele-services at any time by giving notice to the Company and/or the Bank through the telephone number the Company and/or the Bank may from time to time designate for this purpose or by using such other method of termination as the Company and/or the Bank may
 - notify to you from time to time. 7.5.2 If you have more than one Account, you may not terminate the Tele-services solely in respect of any one of the Accounts, unless you are notified by the
 - Company and/or the Bank to the contrary. 7.5.3 The Company and/or the Bank shall be entitled to terminate or suspend your use of the Tele-services at any time. The Company and/or the Bank may (but is not obliged to) give you 30 days' notice. As such, the Company and/or the Bank may give you a shorter period of notice or no notice if they consider it necessary, for example because of security concerns in connection with your use of the Tele-services or because the Company and/or the Bank is concerned that you have used or may use the Tele-services to create an unauthorized overdraft or otherwise to operate any of the Accounts in breach of your arrangements with the Company and/or the Bank.
- 7.5.4 Termination of your use of the Tele-services shall not affect the instructions already given by you via the Tele-services. 7.6 Quality of Tele-services: Recording Calls and Instructions
- To protect both you and the staff of the Company and/or the Bank, and to help resolve any dispute between the parties, you acknowledge and agree that: 7.6.1 telephone conversations between the parties to the
- Tele-services may be recorded; and 7.6.2 the Company and/or the Bank may keep a record of all instructions given by you via the Tele-services; and 7.6.3 the Company and/or the Bank may listen to telephone
- calls (and recordings thereof) made in respect of the Tele-services in order to assess and improve the guality of the Tele-services. Online services
- 8.1 The Online Services 8.1.1 Subject to this Agreement, the Online Services are provided by the Company and/or the Bank to you to enable you to give instructions to or otherwise communicate with the Company and/or the Bank for the purposes of obtaining information about, or conducting transactions through, one or more OS Qualified Account(s) maintained by you with the Company through the Platforms.
 - 8.1.2 The Company and/or the Bank reserves the right at any time and from time to time to suspend or cancel any of the services offered under the Online Services or vary any such services in any way as it thinks fit including without limitation by: (i) expanding, modifying or reducing the scope of
 - any such services; (ii) imposing or varying any conditions or restrictions on the use of any such services; and (iii) prescribing or changing the hours during which
 - any such services are available. 8.1.3 In addition to the services specified in Clauses 8.6 and 8.7 of this Agreement, the Company and/or the Bank may from time to time offer one or more types of additional services under the Online Services to you in which case relevant Additional OS T&C may become applicable to you. You may be required to acknowledge acceptance of the Additional OS T&C before using any of the new services.
 - 8.1.4 Neither the Company nor the Bank shall request you to provide your Account, security details or personal data by electronic means or through hyperlinks. In the case where you receive such a request, you shall inform the Company and the Bank as soon as possible and shall assist the Company and the Bank to report the same to the police if necessary.

- 8.2 Registering a Log-in Account for access to the Online Services **8.2.1** As long as you are determined by the Company and/or the Bank as eligible for the Online Services you may register a Log-in Account to access the Online Services.
- 8.2.2 To register a Log-in Account, you shall follow such registration procedures as the Company and/or the Bank may from time to time prescribe through the Platforms or otherwise. In particular, you may be required to provide such personal information as the Company and/or the Bank may require to verify your
- 8.2.3 You understand that the Company and/or the Bank may decline any application for registration if any information provided by you in the application process is found to be untrue, inaccurate or incomplete The Company and/or the Bank hereby reserves the right to decline any application for registration
- without giving any reason thereof to you. 8.2.4 The Log-in Account and the Online Services are respectively provided by the Company and the Bank to you subject to this Agreement. By completing the registration procedures of the Log-in Account as the Company and/or the Bank may from time to time prescribe, you agree to be bound by this Agreement 8.3 OS Authenticators and passwords
- 8.3.1 You may change any of the OS Authenticators at any time by following the procedures as the Company and/or the Bank may from time to time prescribe. You acknowledge that the Company and/or the Bank may change the password of the Log-in Account (but not the login name) without prior notice to you if the Company and/or the Bank is of the opinion that such change is necessary for avoiding any unauthorized access to the Log-in Account or otherwise for the security of the Platforms or any computer system maintained and/or operated by or on behalf of the Company and/or the Bank for the purpose of the Log-in Account. The Company and/or the Bank will as soon as practicable communicate such change to you in such manner as it thinks fit.
- 8.3.2 You shall provide the Company or the Bank (as the case may be) with a mobile telephone number designated for the purpose of receiving the One-Time-Password ("Designated Number"). You may change the Designated Number at any time by following the procedures as the Company or the Bank (as the case may be) may from time to time prescribe including but not limited to making a change request in writing and you acknowledge that any such change will become effective only at such time as may be notified by the Company or the Bank (as the case may be). By requesting the Company and/or the Bank to conduct a transaction which requires authentication by the One-Time-Password, you shall be deemed to have authorized the Company and/or the Bank to transmit the One-Time-Password to the Designated Number through any telecommunication service provider or any other third party the Company and/or the Bank may engage.
- 8.3.3 As an alternative to the arrangements described in Clause 8.3.2, you may generate the One-Time-Password by using a security device provided or otherwise prescribed by the Company and/or the Bank (the "OS Security Device"). 8.3.4 Upon receipt of a notification (whether oral or in
- writing) from you pursuant to Clause 1.2 of these terms and conditions, the Company and/or the Bank shall as soon as practicable suspend or terminate the Online Services to which the OS Authenticators and if applicable, the One-Time-Password relate.
- **8.3.5** In the case of suspension and termination of the Log-in Account and the Online Services, all pending instructions thereunder will not be executed by the Bank or the Company and, in the case of termination, all relevant transaction records will be deleted. Both the Company and the Bank shall not be responsible for any loss resulting from the termination of the Log-in Account or the Online Services. If you wish to conduc transactions through the Online Services in the Log-in
- Account, you shall re-activate the suspended Log-in Account or the Online Services or register for a new Log-in Account in accordance with this Agreement and such other procedures as the Company and the Bank may respectively prescribe from time to time. **8.4** Instructions given through the Online Services
- 8.4.1 You are required to enter the OS Authenticators and if applicable, the One-Time-Password for the purposes of accessing the Log-in Account via the Platforms and giving instructions to the Company through the Online Services. The Company and/or the Bank may without prior notice to you require you to enter the One-Time-Password for conducting certain types of transaction through the Online Services as the Company and/or the Bank may consider appropriate to safeguard your interest. Any instruction given by you in connection with the Online Services shall be considered to be received by the Company and/or the Bank only if it is given in the manner prescribed by th Company and/or the Bank and if it is actually received by the Company and/or the Bank. The Company and/or the Bank may (but is not obliged to) send advice or confirmation to you regarding the receipt or process o any such instruction. If you consider that the content of the advice or confirmation from the Company and/or the Bank is different from the relevant instruction given by you, you shall notify the Company and/or the Bank
- of the same within 2 Business Days from the date of such advice or confirmation. 8.4.2 Unless otherwise provided in this Agreement or in any Additional OS T&C, any instruction given by you to the Company and/or the Bank in connection with the Online Services shall, if given under or afte entering the OS Authenticators and if applicable, the One-Time-Password, be irrevocable and binding or you, whether or not any such instruction is given by an authorized or unauthorized person purporting to be you. The Company and/or the Bank shall not be required to verify the identity or confirm the authority of the person giving the instructions and shall only be required to verify the authenticity of the OS
- Authenticators and the One-Time-Password. 8.4.3 The Company and/or the Bank shall only act on any instruction which, in the sole and absolute opinion o the Company and/or the Bank, is capable of being acted on in accordance with the normal business practice and procedures of the Company and/or the Bank.
- 8.4.4 You may request the Company and/or the Bank to amend or cancel any instruction given in connection with the Online Services and any such amendment or cancellation shall not be effective unless and until the relevant request is accepted and confirmed by the Company and/or the Bank. Any instruction acted on by the Company and/or the Bank prior to acceptance and confirmation of the relevant amendment or cancellation shall be irrevocable and binding on you.
- 8.4.5 You acknowledge that there may be a time lag in the transmission of instructions by you to the Company and/or the Bank. In no circumstances shall the Company and/or the Bank be held liable to you whether in contract, tort or any other basis for any such time lag howsoever caused. 8.5 Log-in Account and the Online Services
- 8.5.1 The daily cut-off time for conducting transactions through the Online Services shall be such time as the Company and/or the Bank may from time to time determine and communicate to you through the Platforms or any other means as the Company and/or the Bank thinks fit. Any transaction conducted through the Online Services on any day which is not a Business Day or after the daily cut-off time on any Business Day shall be treated as a transaction conducted on the first Business Day following that day. Although you may be able to access the Platforms and conduct transactions through the Online Services outside Hong Kong, reference to the daily cut-off time shall mean the daily cut-off time in Hong Kong and by reference to the time kept by the Company and/or the Bank.
- 8.5.2 You agree and acknowledge that the Company or the Bank may, at any time without notice or assigning any reason to you, terminate the Log-in Account. Without prejudice to the generality of the foregoing, the Company or the Bank may terminate the Log-in Account upon the occurrence of any of the followings: (i) you do not use or otherwise access the Log-in Account for a continuous period prescribed by the Company and/or the Bank from time to time; (ii) you are in breach of any terms and conditions or relevant rules and regulations governing the use
 - of any Card; (iii) the Card associated with the Online Services is for any reason cancelled or terminated; and (iv) the Company or the Bank in its sole determination suspects that any of the OS
- Authenticators and/or the One-Time-Password has been stolen or subject to unauthorized use. 8.5.3 The Company and the Bank reserve the right to, whether with or without notice to you, suspend or modify any services offered under the Online Services for such duration and in such manner as it thinks fit in order to carry out system maintenance, testing, repair or upgrading work.

8.5.4 Subject to verification of identity satisfactory to the

from time to time.

Company and/or the Bank, you may terminate the

Log-in Account and/or the Online Services at any time

by respectively giving notice to the Company and/or the

Bank by telephone or in writing or in such manner as

may be prescribed by the Company and/or the Bank

	8.5.5	The termination or suspension of the Log-in Account
		and/or the Online Services shall not prejudice or affect the rights and liabilities accrued between you,
8.6	Specifi	and the Company and/or the Bank prior to the date of such termination or suspension. c provisions for Online Statement Services
	8.6.1	The Online Statement Services is a service under the Online Services whereby you will be able to view, via
		the Platforms, certain information about your Account which the Company may from time to time at its sole discretion decide to provide to you via e-Statements,
		including, without limitation, the balance of the Account and details of the transactions effected by
	8.6.2	the use of the Card which have been posted to the Account but not yet recorded in any Statement. As long as you are holding OS Qualified Accounts,
	0.0.2	you shall be eligible for using the Online Statement Service upon registration of the Log-in Account in the
	8.6.3	manner as prescribed in this Agreement. The Company reserves the right to refuse your use of the Online Statement Service at its discretion without
	8.6.4	giving any reason thereof. Upon the Company's acceptance of your use of the
		Online Statement Service: (i) e-Statements shall be available on the Platforms
		on the day after the date of issue of the Statement; (ii) should you opt not to receive paper statement, you acknowledge that the availability of the
		e-Statement constitutes delivery of such Statement by the Company to you;
		(iii) you may receive a message issued by the Company to the OS Designated Email or SMS or any other means prescribed by the Company
		from time to time informing you when your e-Statement is available on the Platform; and
	8.6.5	(iv) paper form Statement(s) may cease to be posted to you.You further agree to review and examine the
		e-Statements in a timely manner and contact the Company and/or the Bank forthwith if there is any delay or failure in the delivery of the e-Statements.
	8.6.6	Upon registration for and by using, accessing or operating the Online Statement Service, you
		acknowledge the inherent risks in accessing, browsing and downloading the e-Statements through electronic means.
	8.6.7	You acknowledge and agree that you are solely responsible for:
		(i) <u>ensuring that the OS Device is capable</u> of accessing, browsing and downloading
		 <u>e-Statements: and</u> (ii) <u>checking the OS Designated Email. the</u> <u>Platforms and electronic mail in relation to your</u>
	8.6.8	use of the Online Statement Service. You acknowledge that: (i) the Company is not under any duty to issue any
		(i) the Company is not under any duty to issue any encrypted electronic mail to you;(ii) the security of transmission of information to you
		through the OS Designated Email or SMS, the Platforms or other means from time to time adopted by the Company is not guaranteed;
		(iii) there may be errors, delay, Viruses or interception or amendment by unauthorized
		persons to the information transmitted by the Company to you; and (iv) communications through the OS Designated
		Email or other electronic mail are not completely reliable and secure and you shall not send
8.7	Specifi	notices that are in their nature sensitive or confidential to the Company using such means. c Provisions for Online Bill Payment Services
	8.7.1	The Online Bill Payment Service is one of the services under the Online Services whereby you may
		give instructions ("Payment Instructions") to the Company and / or the Bank via the Platforms for the purpose of effecting settlement of bills issued by
	8.7.2	Selected Merchants either to you or any other party ("Bill Party"). You agree to provide all information and observe all
	0.7.2	procedures as the Company and/or the Bank may require in order to give, modify or cancel any Payment
	8.7.3	Instructions or to amend any information given by you to and maintained by the Company and/or the Bank. In respect of each Payment Instruction, you shall
	0.110	specify the category and name of the Selected Merchant, the account/bill number and the type of the
		relevant bill, your OS Qualified Account number, the Payment Amount, the Payment Date and such other information as the Company and/or the Bank may
	8.7.4	from time to time deem appropriate. If you choose to effect Payment Instructions on a regular basis, you shall, in addition to the information
		required under Clause 8.7.3 above, specify a date on which a Payment Instruction is intended to be
		effected in each calendar month (each such date shall be regarded as a Payment Date for the purpose of this Clause 8.7 and if there is no corresponding
		date in a particular calendar month, any such date shall fall on the last date of that calendar month) and
		the date after which no similar Payment Instruction shall be effected. You acknowledge and agree that the Company and/or the Bank may refuse to effect
	8.7.5	any pending Payment Instructions without giving any reason therefor. The Company and the Bank are under no obligation
	0.7.0	to verify the correctness of any information provided by you and may refuse to act on any Payment
		Instruction if it believes in good faith that the information given in respect thereof is incorrect or incomplete. By giving a Payment Instruction or a
		series of Payment Instructions to the Company and/or the Bank respectively under Clauses 8.7.3 or 8.7.4 above, you are deemed to have authorized the
		Company and/or the Bank to debit an amount equal to the Payment Amount from the OS Qualified
		Account specified by you in accordance with Clause 8.7.7 unless such Payment Instruction is subsequently cancelled and accepted by the Company
	8.7.6	and/or the Bank in accordance with Clause 8.7.6. A confirmation will be provided to you via the
		Platforms or by such other means as the Company and/or the Bank may deem appropriate for any successful registration of Payment Instructions. You
		acknowledge that any message confirming such registration shall not be treated as an undertaking by the Company and/or the Bank to execute the relevant
		Payment Instruction and the Company and/or the Bank gives no such undertaking. You shall have the
		right to cancel any Payment Instructions provided that such cancellation request shall be submitted to and actually received by the Company and/or the
		Bank via the Platforms by not later than the Specified Time on the Business Day immediately prior to the Payment Date.
	8.7.7	Unless the Company and/or the Bank receives a valid request for cancellation of a Payment Instruction,
		the Company and/or the Bank will execute the same on the relevant Payment Date by debiting an amount equal to the Payment Amount from the OS Qualified
		Account specified by you and paying the same amount to the relevant Selected Merchant in such
		manner as the Company and/or the Bank may think fit in settlement of the bill to which the Payment Instruction relates for and on behalf of you.
		Notwithstanding anything herein to the contrary, you acknowledge and agree that the Company and/or the Bank may effect a Payment Instruction within 2
		Business Days after the relevant Payment Date and you shall ensure that such processing time is taken
		into account when instructing the Company and/or the Bank of the Payment Date. <u>The Company and/or</u> the Bank shall not concern itself with the actual due
		the Bank shall not concern itself with the actual due date of the relevant bill issued by the Selected Merchant to the Bill Party and shall in no event be
		liable for any claims from the Selected Merchant against the Bill Party for late payment of any bills. All Payment Instructions executed by the Company
		and/or the Bank shall be irrevocable and binding on you. The Company and/or the Bank shall not be under
		any duty to inform you whether a Payment Instruction has been executed and it is your responsibility to enquire with the Company and/or the Bank whether
	8.7.8	any Payment Instruction has been executed. You shall ensure that there will be, at all relevant times, sufficient credit limit in the OS Qualified
		Account specified by you for the purpose of execution of any Payment Instructions. You
		acknowledge and agree that the Company and/or the Bank may at its discretion and without approval from or notice to you execute any Payment Instructions
		notwithstanding any insufficiency. You shall be fully responsible for any advance or debit balance created as a result.
	8.7.9	A handling fee shall be charged for every Payment Instruction. Any such handling fee shall be charged
		according to the category of the Selected Merchant and at such rate as the Company may from time to time stipulate in the Fee Schedules for a balance
	8.7 10	transfer transaction of an equivalent amount and debited to the relevant OS Qualified Account. You shall resolve any claim, complaint or dispute
		relating to any bill settled or to be settled through the Online Bill Payment Service directly with the relevant Selected Marchant and the Company and/or the

Online Bill Payment Service directly with the relevant Selected Merchant and the Company and/or the Bank may, but is not obliged to, provide assistance to you for this purpose.

- 8.7.11 You warrant that (i) in respect of any Payment Instructions affecting a Bill Party, you have obtained the consent of and acted in accordance with the instructions given by, the Bill Party in connection with you giving, modifying, viewing or otherwise dealing with any personal data or other information of the Bill Party; and
 - (ii) you are responsible for the punctual payment of all the bills settled through the Online Bill Payment Service and will notify the Bill Party for late or unsuccessful payment of any bills affecting a Bill Party
- 8.7.12 For the purpose of this Clause 8.7: "Payment Amount" means, in respect of a
 - Payment Instruction, the amount payable to a Selected Merchant under a bill issued either to you or to some other third parties and specified as such by you via the Platforms; (ii) "Payment Date" means, in respect of a Payment Instruction, the date on which the Payment Amount is intended by you to be paid to the relevant Selected Merchant and specified as such by you via the Platforms and if any Payment Date shall fall on a date which is not a Business Day, such Payment Date shall automatically be
 - postponed to the next Business Day; (iii) "Selected Merchant" means any merchants selected by the Company and/or the Bank from time to time and notified by the Company and/or the Bank to you which bill may be settled by you by using the Online Bill Payment Service; and
 - (iv) "Specified Time" means such time as the Company and/or the Bank may from time to time determine and communicate to you through the Platforms or any other means as the Company and/or the Bank thinks fit.
- 8.8 Your Undertakings and Warranties 8.8.1 You undertake not to:
 - (i) assign to any third party the use of or otherwise allow any third party to use any services offered under the Online Services;
 - (ii) post, email, upload or otherwise transmit any unsolicited or unauthorized advertising or promotional material, junk mail, spam or chain email or any other material to the Platforms except where specifically authorized by the Company and/or the Bank (iii) hack into or otherwise gain access to any part of
 - the Platforms the access of which is not authorized by the Company and/or the Bank; and (iv) reproduce or copy any content and software from the Platforms or sell or assign your use of any service offered under the Online Services to any other person or to allow any other person to use your OS Authenticators and/or the One-Time-Password to gain access to the Platforms and the services provided under the Online Services
- 8.9 Maintenance of the Platforms **8.9.1** Both the Company and the Bank shall not be liable for the inaccessibility of the Log-in Account and/or the Online Services by you at any time and from time to time 8.9.2 You acknowledge that while the Company and the Bank shall exercise reasonable endeavors to provide access to the Log-in Account and the Online
- Services to you, some or all of such services may not be available at certain times due to maintenance and/or computer, telecommunication, electrical c network failure or any other causes beyond the easonable control of the Company and/or the Bank 8.9.3 If you do not accept the proposed change by the Company and / or the Bank, the only recourse available to you is to terminate the Online Services in accordance with this Agreement. Additional Services The Company and/or the Bank may from time to time offe
- one or more types of additional services to you in which case relevant additional terms and conditions (including, withou limitation, the "Conditions for Services" and the "General Information" issued by the Bank relating to its retail banking services) may become applicable to you. The use and continuing use of the services by you shall constitute conclusive evidence of your acceptance of and agreement to be bound by such additional terms and conditions Credit Limit
- **10.1** The Company may from time to time determine the cred limit and/or cash advance limit in respect of any Card issued by the Company to you. Where Additional/Supplementary Cards are issued, the Main Cardholder and the Additional/Supplementary 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 time determine
- 10.2 You shall strictly observe the credit limit and the cash advance limit, if applicable, imposed by the Company from time to time and shall not use the Card in excess of such limit. Breach of this Clause 10.2 shall not in any way reduce or discharge your liability for payment of any Charge arisin 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 Fee Schedules. The Company may reject any payment instruction in excess of the credit limit and/or cash advance limit. **10.3** Without prejudice to Clause 10.2, the Company has absolute
- discretion to proceed with a payment instruction in excess of the credit limit or the cash advance limit without notice to you. You shall forthwith pay to the Company any amount in excess of such credit limit upon receipt of a demand from the Company. **10.4** The Company shall be entitled to charge a handling fee at the
- rates as set out in the Fee Schedules on each cash advance made available to you. Terms Applicable to Wallet Credit Card **10.5** Your Card in its physical form and in its digital version (i.e. a
- Wallet Credit Card) constitute one and the same Card and share the same Account. 10.6 Card transactions in connection with the same Card in either physical or digital form or both will be billed to the same
- Statement. **10.7** Your Card in physical form and your Wallet Credit Card
- share the credit limit of the same Account with no separate credit limit set. Account Statement and Payment 11.1 The Company shall send a Statement and/or e-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 you in respect of any Current Balance which is outstanding and due from you ("Minimum Payment") and specifying a payment due date ("Due Date"), except where there is no New Transaction since the last statement. The Company has the right to send all Statements and/or e-Statements to the Main Cardholder, including any Statement and/or e-Statement relating to an Additional/Supplementary Card.
- **11.2** Unless the Company receives within 60 days from the date of the Statement and/or e-Statement a notification in writing from you to the contrary, the Company shall be entitled to treat all transactions shown on the Statement and/or e-Statement as correct.
- 11.3 You shall in all circumstances make payments to the Company in respect of any Current Balance which is outstanding and due from you in accordance with the requirements of this Agreement whether or not you have duly received or viewed the corresponding Statement and/or
- e-Statement. 11.4 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. 11.5 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 Fee Schedules (which shall apply
- before as well as after judgment) shall be charged on: (i) the unpaid balance from the date of the Statement and/or the e-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 until payment in full. All interest charged shall be debited to the Account on a monthly or other periodic basis.
- **11.6** 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 11.5, a late charge as set out in the Fee Schedules shall be charged, which shall be debited to the Account on the date of the next Statement and/or e-Statement ("Next Statement Date").
- **11.7** All payments made by you shall be deemed to be made on the date on which immediately available cleared funds are actually received by the Company. **11.8** All payments made to the Company pursuant to this Agreement shall be made in the base currency of the Card (and, in the case
- of a dual currency Card, payments to the HKD Account shall be in HKD and such 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 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 by the Company which may be subject to the payment of a conversion fee as set out in the Fee Schedules, and that 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 to the Account.
- **11.9** For a dual currency Card, all payments into or credit made to either the HKD Account or the CNY Account will be applied by the Company in accordance with Clause 11.10, and, subject to Clause 11.12, if the payment is in excess of the outstanding balance of the Charges in respect of the applicable Account. such excess shall not be used to settle any outstanding balance of the other Account denominated in a different currency.

- 11.10 Payment received from you 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 to time: 11.10.1 all interest, fees and charges;
- 11.10.2 Monthly Instalment amounts from the highest Annualised Percentage Rate ("APR") to the lowest <u>APR; and</u> 11.10.3 outstanding principal amount of transactions from the
- highest APR to the lowest APR. 11.11 Where an Additional/Supplementary Card(s) is/are issued, payment made by a Main Cardholder shall be applied towards payment of the respective sums of monies due from the Main Cardholder and from the Additional/Supplementary Cardholder(s) in such order and priority as the Company
- may in its absolute discretion determine from time to time. 11.12 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 obliged to apply the same towards repayment of any outstanding balance of the Account as and when it arises **11.13** If after settlement of all outstanding Charges and any claims
- by the Company against you there exists any credit balance in the Account ("Credit Balance"), the Company may at any time on its own volition or shall within reasonable time upon your request refund the Credit Balance to you. 11.14 For a Credit Balance in the HKD Account, the Company shall
- refund the Credit Balance in HKD. For a Credit Balance in the CNY Account, the Company has sole discretion to refund you either in HKD (converted from CNY 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 is entitled to charge a handling fee as set out in the Fee Schedules for each refund. 11.15 An Account may be debited notwithstanding the Charges
- were incurred (without limitation) by (i) telephone, fax, main 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 sale terminal (including contactless card sensor), credit card payphone or any othe facility permitting use of the Card without the execution of a sales draft or your signature. Your failure to sign any sales draft or cash advance voucher will not relieve you from liability to the Company in respect thereof.
- 11.16 In the event that the Company makes any payment to you, the payment shall be made subject to applicable laws. regulations, directives and Obligations and any required deduction or withholding. You confirm that you have (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 in respect of the aforesaid deduction or withholding. The Company is authorized to pay the amount deducted or withheld to the relevant authority in accordance with the relevant requirement.
- Fees and Charges and Interest Rates 12.1 You will enjoy an interest-free period of up to:
- 12.1.1 30 days in respect of any transactions conducted vith the use of your Card on the day before the atement date; and 12.1.2 56 days in respect of any transactions conducted with the use of your Card in the period between the
- day following the date of the last Statement up to two days before the Statement date 12.2 All fees, charges and interest payable by you under this Agreement are more particularly set out in and shall be paid
- according to the Fee Schedules. 12.3 The Company may from time to time revise the Fee Schedules in accordance with Clause 22. Copies of the current Fee Schedules are available on request at the principal place of business of the Company in Hong Kong and on the Company's website which can be accessed via www.bochk.com or any other webpage designated by the
- Company from time to time. 12.4 Where an Additional/Supplementary Card(s) is/are issued the Company may in its absolute discretion treat any or all fees, charges and/or interest arising out of the use of any Additional/Supplementary Card as if the same were incurred by the Main Cardholder for all intents and purposes



- Account at the time of advance of the Cash nstalment Amount. 12.6.2 If full payment of the outstanding Current Balance is received by the Company on or before the Due Date. no interest shall be payable by you; otherwise interests, finance charges and other fees, in applicable, shall be charged pursuant to the Agreement, All IP Monthly Instalments, the IP Upfront Administration Fee (if any), the IP Early Repayment Administration Fee and charges (if any) shall be debited to the Account, for the Cash Instalment Program as cash advance transactions made by you. and for the Statement Instalment Program as retai spending transactions made by you and accordingly the provisions in the Agreement relating to interests. finance charges and other fees applicable to cash advance or retail spending transactions (where appropriate) shall apply. 12.6.3 All interest, fees and charges related to the IPs will be shown in the relevant promotional materials, Fee Schedules and/or the application form or, as communicated to you from time to time by the Company. **12.7** In respect of the Online Services 12.7.1 You shall be responsible for all fees and charges associated with the use of SMS or other telecommunication services for the purpose of receiving the One-Time-Password. 12.7.2 Any fee chargeable in connection with the Online
- Services will be debited to the Account and shown in the Statement. 12.8 For the avoidance of doubt, a reference to the "Statement" under this Clause 12 includes an "e-Statement", if applicable. Terms Applicable to Wallet Credit Card 12.9 For the avoidance of doubt, all applicable interest, fees and
- charges that apply to the Card under this Agreement shall also apply to your Wallet Credit Card. 12.10 You shall bear all fees, charges and expenses imposed by any mobile telephone service provider, telecommunications provider, retailer or the E-Wallet Provider for or in connection
- with your storing, activating or using of your E-Wallet and your Wallet Credit Card. 12.11 The Company and/or the Bank reserves the right to charge a fee which may be debited to the Account in respect of the Wallet Credit Card in such amount(s) as specified by the Company or the Bank from time to time.
- 13. ATM and Other Facilities 13.1 Where the Card is used with any ATM, point of sale terminals or other devices (collectively "Electronic Devices") to effect a cash advance or other transactions (including ATM services within or outside Hong Kong subject to the respective daily transaction limits and the scope of service as determined by the Company from time to time), your use of the Card shall be subject to this Agreement in addition to any other terms and conditions (including, without limitation, the "Conditions fo
- Services" and the "General Information" issued by the Bank relating to its retail banking services) which may govern any other services provided through the Card. You are required to activate the use of ATM services outside Hong Kong in advance and complete the transaction setting via the appropriate channel designated by the Company from time to time. 13.2 The Company shall not be liable to you should any
- transaction involving the use of the Card at any Electronic Devices not be effected for any reason or if there is any malfunction and/or failure of the Card or any Electronic Devices 13.3 Subject to Clause 3.4, the Company shall not be liable for any transactions effected with the use of the Card at any Electronic Devices by you or any person. Without limiting the generality of other provisions of this Agreement, you shall be liable to indemnify the Company against any loss, liability, reasonable cost and expense arising from or in connection with the use of the Card at any Electronic Devices, whether or not: **13.3.1** such use is authorized or otherwise approved by you;
- **13.3.2** you are at the material time aware of such use; 13.3.3 such use is against your wish; 13.3.4 such use is the result of or otherwise involves any criminal activity whatsoever including illegitimate
- violence or threat of imminent illegitimate violence, criminal intimidation, or deception in any form, on the part of any person whomsoever; or 13.3.5 you have notified the Company or any law enforcement agency of any loss or theft of the Card, or of any criminal activity hereinbefore referred to.

- **13.4** If the Company is a party to a shared electronic system, the Company will not avoid liability to you in respect of any loss or damage suffered by you arising from the use of the Card either caused or contributed by another party to the system. Biometric Authentication
- 14.1 You may register with the Company and/or the Bank for using Biometric Authentication relating to the use of your Card. By registering or using Biometric Authentication, you are deemed to accept and agree to this Clause 14. If you do not accept the terms herein, you should not register or use **Biometric Authentication**
- 14.2 For the purposes of registration and use of the voiceprint authentication provided by the Company and/or the Bank the Company and/or the Bank will need to record and analyse your voice (including passphrases that you may need to read out) and your telephone conversations with the Company and/or the Bank for analysis in order to generate your unique voiceprint which will be used to verify your identity. By registering for voiceprint authentication, you agree to such recording and analysis of your voice and the storage of the said recording and the generated voiceprint by the Company and/or the Bank at and after the time of registration
- 14.3 For the purposes of registration and use of Biometric Authentication provided by the Company and/or the Bank, the Company and/or the Bank will need to collect and store your Biometric Data which will be used to verify your identity By registering for Biometric Authentication, you agree to such collection and storage of your Biometric Data by the Company and/or the Bank at and after the time of registration 14.4 By registering for Biometric Authentication, you agree that the Company and/or the Bank may treat as valid and binding on you any instruction given to, or agreement made with the Company and/or the Bank as authenticated through Biometric Authentication without the Company and/or the Bank making any further inquiry as to the authority or identity of the persor making or purporting to give such instructions or to make such agreement or their authenticity notwithstanding any error misunderstanding, fraud, forgery or lack of clarity in the authorization. Such instructions include general operation of your Account with the Company and/or the Bank, for example fund transfer to a third party's account and changing your contact information with the Company and/or the Bank. You acknowledge that the Company and/or the Bank may still require you to authenticate an instruction by other authentication means even though you have authenticated the
- same by your Biometric Data. 14.5 After registering for Biometric Authentication, you may still opt to access your Accounts with the Company or authorize transaction instructions by using other authentication means
- as agreed by the Company from time to time. 14.6 The Company and/or the Bank does not represent or warrant that Biometric Authentication could be used at all times or with all of the Company's services. The scope of use of Biometric Authentication is subject to the Company's sole and entire discretion. The authentication process for voiceprint authentication may be affected under certain circumstances which render the Company and/or the Bank unable to complete the voiceprint authentication service, for example, a change in your voice or influence of background noise. In case Biometric Authentication cannot be used, you may be required by the Company and/or the Bank to use other authentication means to verify your identity as requested by the Company and/or the Bank
- 14.7 In order to protect your privacy and ensure safe and proper use of the voiceprint authentication, you should not register or use voiceprint authentication in public or at noisy places To facilitate the registration process, you are advised to use a land line when registering for voiceprint authentication.
- 14.8 Biometric Authentication is voluntary and you may cancel Biometric Authentication at any time. Biometric Authentication will be terminated upon termination of your relationship with the Company. Your Biometric Data will be deleted after a period prescribed by the Company and / or the Bank after your cancellation of Biometric Authentication or the termination of your relationship with the Company
- 14.9 The Company and/or the Bank reserves the right to modify suspend or terminate Biometric Authentication or its use by you at any time without giving prior notice or reason if the Company and/or the Bank reasonably considers it necessary or advisable to do so, including where there is an actual or suspected breach of security.
- 14.10 By registering and using Biometric Authentication, you agree to the collection, use, storage and correction of your Biometric Data as governed by the DPN. You are advised to read the DPN carefully. The Company and/or the Bank ma transfer your Biometric Data to any of the Company's group companies for the purpose of authentication
- 14.11 In addition to the verification of your identity, your recorded passphrases, telephone conversations, your Biometric Data may also be used for detecting, investigating and preventing fraudulent or criminal activities. Adverse actions may be take by the Company or any other parties against you consequently 14.12 This Clause 14 is applicable for instructions and/or enquiries in connection with non-personal Accounts by you as authorized signatory and/or user and this Clause 14, as the
- context may require, shall extend to and be binding on such non-personal Accounts and Account holders 15. Termination and Suspension of the Card You may at any time terminate the Card by giving not less than 14 days' prior written notice to the Company, or through
- other means prescribed by the Company from time to time, including but not limited to Tele-services, provided that you shall remain liable for all transactions effected through the use of the Card notwithstanding such termination until all sums due under the Account (whether or not posted to the Account) are paid in full.
- 15.2 Where an Additional/Supplementary Card is issued, an Additional/Supplementary Cardholder may terminate his/her Additional/Supplementary Card and a Main Cardholder may terminate the Main Card and/or any or all Additional/Supplementary Cards at any time by giving not less than 14 days' prior written notice to the Company or through other means prescribed by the Company from time to time. including but not limited to Tele-services. Upon the termination of the Main Card, all Additional/Supplementary Card(s) issued
- thereto shall be automatically terminated forthwith. 15.3 Where a request to terminate a Card is made, such Card should be returned to the Company as soon as possible, i required by the Company. If an Additional/Supplementary Card is not returned and if requested to do so by the Main Cardholder, the Company shall take prompt action to prevent further use of such Additional/Supplementary Card as if there is a report to the Company such Additional/Supplementary Card is lost. The Main Cardholder may be liable for any payments arising from the use of the Additional/Supplementary Card until it has been returned or until the Company has taken measures to treat such Additional/Supplementary Card as if it is lost.
- 15.4 Notwithstanding any such termination, subject to Clause 3, the Main Cardholder shall remain liable for all transactions effected through the use of the Main Card and all the Additional/Supplementary Cards and each Additional/Supplementary Cardholder shall remain liable for all transactions effected through the use of his/her Additional/Supplementary Card. 15.5 The Company may at any time with notice 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 your death or bankruptcy or on the confirmation of a debt restructure arrangement), terminate the Card and/or the Account without prior notice. The Company is not obliged to give you a reason for terminating the Card and/or the Account. 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 right to use the Card shall be revoked. 15.6 The Company may at any time without prior notice suspend
- 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. 15.7 Upon termination of the Card (whether by you or the
- <u>Company</u>), you shall surrender or procure the surrender of the <u>Card to the Company, if required by the Company. You shall</u> continue to be liable for the use of the Card and for all Charges pursuant to such use notwithstanding termination of the Card subject to Clause 1.2. No request to terminate a Card shall be effective unless and until your notice to terminate your Card has been duly received by the Company or such Card is terminated by the Company or, except in case of a lost or stolen Card such request shall be effective after the Company is satisfied that the Card is indeed lost or stolen. Before returning the Card to the Company, you should cut it in half. 15.8 On termination of the Card (and notwithstanding any prior agreement between the Company and you to the contrary) or on the death or bankruptcy of any Cardholder, the total
- sum due to the Company as reflected in the Account, any transactions effected but not yet posted to the Account and the amount of any Charges incurred after termination, shall become immediately due and payable without demand. You or your personal representative are required to pay al amounts outstanding following the termination of the Card or your death or bankruptcy.
- 15.9 The Company may refuse to provide any new service or terminate any or all services to you or block or close your Account and/or Card or take any actions necessary for the Company or any of its group companies for compliance with its or their obligations as referred to in Clauses 11.16 and 20 in the event that: (i) you or any entity or person whose information is required for opening or maintaining of the Account or the Card and/or provision of products and services to you ("Relevant Person") fails to provide promptly any information as the Company or any of its group companies reasonably request; (ii) you or 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 providers to carry out the actions described in Clauses 11.16 and 20; or (iii) there is any suspicion of crime or unlawful act or attempt or associated risk.

- 15.10 The Company shall not be liable for any loss or damage of proposed to be effected thereby. 15.11 The Card shall at any time remain the property of the
- demand surrender or procure to be surrendered the Card to the Company. 15.12 In the event that the Company has fully settled or agreed to
- will receive the full amount owed to it. Terms Applicable to Wallet Credit Card 15.14 You shall follow the instructions of the E-Wallet Provider to
- time to be debited to the Account.
- Additional/Supplementary Cardholder.
- pursuant to Clause 1.2. 15.20 Upon termination of your Wallet Credit Card whether by you
- this Agreeme Rights of Set-off
- and from time to time to combine and set-off all or any of npany may

to the Company.

- ders. It is hered
- determine from time to time. Debit Authorization
- Limitation on Liabilities
- however to the provisions under Clause 3.4.
- supplied to you.
- refunds made by any merchant establishment or financial
- services or any Services to you to the extent that it is Bank's, as appropriate, reasonable control.
- providing such in accordance with this Agreement.
 - such communication and/or instructions shall, in the absence

of manifest error, be conclusive and binding on you.

whatever nature suffered or incurred by you, whether directly or indirectly, as a result of a suspension, cancellation or termination of the Account, or as a result of any suspensions or halts of transactions conducted through the Account, the Card, any Services thereby offered or any transaction

Company. You shall unconditionally and immediately upon

settle the payment for any goods and/or services hired or purchased by you and you 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 through 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, you 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 or recurring payments charged or debited to the Card 15.13 In the case where a Card is terminated without the Company receiving full payment of the amount owing or the Company is required under applicable laws or regulations to return any payment received by the Company from you in relation to the amount owed, you will remain liable for any remaining balance of the amount owed and notwithstanding the termination of the Card, the Company has a right to claim against you for such remaining balance so that the Company

remove your Wallet Credit Card from the E-Wallet should you wish to terminate the Wallet Credit Card. Termination of the Wallet Credit Card will not terminate the Card in physical form unless you also terminate it in accordance with this Agreement 15.15 In case of loss, theft, damage, destruction or malfunction of the Wallet Credit Card, you shall immediately remove the Wallet Credit Card from the E-Wallet and notify the Company and the Company may, at its discretion, replace or procure the replacement of the Wallet Credit Card. If the Company agrees to replace or procure the replacement of the Wallet Credit Card, any such replacement will be subject to a fee in such amount as prescribed by the Company from time to

15.16 If you are a Main Cardholder, you cannot terminate the Wallet Credit Card of the Additional/Supplementary Cardholder without terminating the Additional/Supplementary Card in physical form. 15.17 If you are a Main Cardholder, termination of your Wallet Credit Card will not terminate the Wallet Credit Card of your 15.18 The Company has the right to suspend, restrict or terminate your Wallet Credit Card. Your Wallet Credit Card will be suspended,

restricted or terminated at the same time if your Card is suspended, restricted or terminated under this Agreement. 15.19 The Company has the right to suspend, restrict or terminate the use of a Wallet Credit Card if your E-Wallet has been suspended, restricted or terminated by the E-Wallet Provider for any reason, or if you have made a report to the Company

or by the Company, you must remove the Wallet Credit Card from your E-Wallet in accordance with the instructions provided by the E-Wallet Provider. No request to terminate the use of the Wallet Credit Card shall be effective unless and until the Wallet Credit Card is removed from your E-Wallet in such manner as the E-Wallet Provider may direct. You should contact the E-Wallet Provider if you have any questions on how to remove the Wallet Credit Card or the E-Wallet from your Eligible Device. 15.21 For a Wallet Credit Card generated from a Card pursuant to

Clause 5.6, termination of such Wallet Credit Card on its own will not affect the Card which will continue to be governed by 16.1 You hereby irrevocably authorize the Company at any time

your Accounts with the Company without prior notice to you. 16.2 Where an Additional/Supplementary Card is issued, the 16.2.1 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 or all Additional/Supplementary

Cardholders to the Company; and 16.2.2 only set-off the credit balance in any other Account of an Additional/Supplementary Cardholder with the Company against the debit balance of the Account due from such Additional/Supplementary Cardholder 16.3 An Additional/Supplementary Cardholder shall be liable only



You acknowledge that your liability to the Company hereunder may be settled in a variety of ways. You hereby irrevocably authorize and instruct the Bank with which you may have an account to debit and pay to the Company the full amount or part thereof standing to the credit of such account (whether held singly or jointly with others, and whether or not such amount has matured or is due and payable) for the satisfaction of any of your liability to the Company hereunder without prior notice to you upon request of the Company. You agree that the Company may disclose the aforesaid authorization and instruction to the Bank and you shall, at your own cost, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within your power to implement this authorization and instruction. You further agree that the Bank, acting in reliance upon this Clause 17, shall not be liable for any loss suffered by you 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 17 Part IV: Limitation on the Company's and the Bank's liabilities

18.1 Under no circumstances shall the Company and/or the Bank be responsible for any direct loss or liability which you 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 and/or the Bank, any Services offered by the Company and/or the Bank or any goods and services obtained by you through the use of the Card, subject

18.2 The Company and/or the Bank accepts no responsibility for the refusal of any merchant establishment or financial institution to honour the Card or for any goods and services

18.3 You should agree with any merchant establishment or financial institution on the arrangement of any direct debit or charge payment and 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 you may have against or with any merchant establishment or financial institution shall be resolved directly between you and such person and in no circumstances shall such claim or dispute relieve you of your obligations to the Company and/or the Bank hereunder **18.4** The Company shall not be obliged to credit the Account with

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 Company 18.5 Subject to Clause 3.4, the Company and the Bank 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 and/or the Bank in the course of performing its obligations hereunder or providing any Card

attributable to any cause beyond the Company's, and/or the 18.6 Notwithstanding anything herein to the contrary, the Company and the Bank shall not be responsible for any indirect, consequential or incidental loss or loss of profit or opportunities whatsoever which you or any third party may suffer or incur arising from or in connection with the Company's, and/or the Bank's, as appropriate, provision of any Card services or any Services or delay or failure in

18.7 Without prejudice to Clauses 7 and 8, in the course of providing the Card services or any Services, the Company and/or the Bank may communicate with or seek instructions from you through telephone, facsimile, internet or such other method as the Company and/or the Bank may from time to time determine. In this connection, you hereby consent to the Company and/or the Bank taking record of any such communication and/or instructions by such means and retaining it for such period as it considers appropriate. The Company and/or the Bank shall in good faith and with due care give effect to such communication and/or instructions without requiring further confirmation from you, and the Company and/or the Bank has no duty to verify the identity of the person using your TS Password in giving telephone instructions. Any

18.8 In the event of any proceedings which you may bring against the Company and/or the Bank for any cause whatsoever you agree that the Company's and the Bank's liability shall not exceed those amounts wrongly charged to the Account (and interest on such amounts) 18.9 Unless otherwise provided in this Agreement, the Company

- and the Bank shall not be liable for any act or omission of a third party in its provision of equipment, facilities or services to you in connection with this Agreement as long as the Company and/or the Bank has exercised reasonable care and skill in dealing with such third party
- 18.10 Notwithstanding anything herein to the contrary other than Clause 18.5, any limitation on the liability of the Company and the Bank under this Agreement in relation to any loss or damage suffered by you is subject to the extent that any such loss or damage is attributable to the fraud, negligence or wilful default on the part of the Company and/or the Bank as appropriate, whereas in no case shall the Company and
- the Bank be liable for any act or failure to act of any third party 18.11 The Company and the Bank shall be entitled to act on any instruction, whether oral or in writing, purportedly given by you and, subject to Clause 18.10, the Company and the Bank shall not be liable to you for any loss or damage of whatever nature which you may suffer or incur, whethe directly or indirectly, as a result of such action of the Company and/or the Bank.
- 18.12 The Company and the Bank shall have the right at its absolute discretion to refuse any instruction, whether oral or in writing, purportedly given by you if the Company and/or the Bank, being the recipient of the instruction, is in doubt as to the authenticity of such instruction and the Company and the Bank shall not be liable to you for any loss or damage of whatever nature which you may suffer or incur, whether directly or indirectly, as a result of such refusal by the Company and/or the Bank.
- 18.13 In respect of the Tele-services, you shall be solely responsible for ensuring the accuracy, adequacy and completeness of al instructions given by you via the Tele-services. The Company and/or the Bank shall be under no obligation to verify the accuracy, adequacy and completeness of the instructions from you. Without limiting the scope of anything in this Clause 18, unless it is directly caused by gross negligence or wilful default on the part of the Company and/or the Bank, the Company and/or the Bank shall not be liable for any loss or damage to you as a result of: 18.13.1 your instructions to transfer the available credit limit
- or any part thereof being inaccurate, inadequate or incomplete in any manner; or 18.13.2 any failure, refusal, delay or error by any third party through whom any such fund transfer is to be made to transfer the funds to or to credit the account of the intended payee.
- 18.14 In respect of the Online Services: 18.14.1 The Company and/or the Bank shall under no circumstances be liable for any direct, incidental special or consequential loss or damage suffered by you in relation to or as a result of the provision of the Log-in Account via the Platforms or the use of the
 - Log-in Account by you including but not limited to the following whether or not the Company and/or the Bank has been advised of the possibility of any such loss or damage: (i) the unavailability of the Platforms or otherwise the inaccessibility of the Log-in Account;
 - (ii) any transaction conducted by you through the Log-in Account: (iii) any delay and/or inaccuracy of any information
 - displayed on the Platforms; (iv) any unauthorized use of the OS Authenticators and/or the One-Time-Password by any person; (v) any failure and/or delay in the transmission of instructions, passwords, confirmation or any other information between you and the Company and/or the Bank:
 - (vi) any loss or corruption of the Customer Data or any other information stored in any compute system maintained and/or operated by or or behalf of the Bank for the purpose of the Log-in Account; or (vii) any damage to any computer hardware, software
 - or any other equipment or any loss or corruption of data or information of you as a result of you accessing the Log-in Account via the Platforms. 18.14.2 The Company and/or the Bank shall under no circumstances be liable for any direct, incidental, special or consequential loss or damage suffered by you in relation to or as a result of the provision of the Online Services by the Company and/or the Bank o use of the Online Services by you including but not
 - limited to the followings, whether or not the Company and/or the Bank has been advised of the possibility of any such loss or damage:-(i) the unavailability of the Platforms, delay or failure in transmitting the One-Time-Password or otherwise the inaccessibility of any service
 - offered under the Online Services; (ii) any transaction conducted by you through the Online Services; (iii) any delay and/or inaccuracy of any information
 - displayed on the Platforms; (iv) any unauthorized use of the OS Authenticators and/or the One-Time-Password by any person: (v) any failure and/or delay in the transmission of
 - instructions, passwords, confirmation or any other information between you and the Company and/or the Bank: (vi) any loss or corruption of the Customer Data or any other information stored in any computer
 - system maintained and/or operated by or on behalf of the Company and/or the Bank for the purpose of the Online Services: or (vii) any damage to any computer hardware, software
- or any other equipment or any loss or corruption of data or information of you as a result of you accessing the Online Services via the Platforms. 18.14.3 Although the Company and the Bank shall exercise reasonable care to ensure the confidentiality and security of the Customer Data, the OS Authenticators and the One-Time-Password, neither the Company nor the Bank shall make any guarantee on the absolute confidentiality and security in respect thereof especially in circumstances (without limitation) where criminal activity is involved. You acknowledge the inherent risks in transmitting information over the Internet or through any telecommunication media or storing data electronically in computer servers and agrees that the Company and the Bank shall not be responsible for any loss or damages incurred as a result of performing any of their obligations under these terms and conditions. 18.14.4 Except as otherwise required by law, the Company and the Bank make no representations or warranties
- (whether express or implied) of any kind about the Log-in Account and the Online Services including, without limitation, any warranty as to merchantability or fitness for a particular purpose. (i) The Company and the Bank make no representation or warranty and disclaim all
 - implied representation or warranty (a) in respect of each of the Log-in Account and the Online Services, as to its title, accuracy, completeness or standard and fitness for a
 - particular purpose; (b) as to the non-interruption, reliability and efficiency of the Log-in Account and the Online Services and your use thereof; and (c) that the Log-in Account and the Online Services or any component thereon is

error-free and Virus-free. Terms Applicable to Wallet Credit Card

- 18.15 You acknowledge and accept that the E-Wallet Provider shall have the absolute and sole discretion to determine the provision of the service of the E-Wallet to any Eligible Device. 18.16 Neither the Company nor the Bank is responsible for any loss or damage or Viruses to your computer, Eligible Device
- or any other relevant device or equipment, or any software or data (including loss or damage to or non-performance of any other applications installed or to be installed in any of the aforesaid) that may be caused by the installation initialisation, request for the generating of, activation or use of the Wallet Credit Card and E-Wallet or any part thereof.
- 18.17 No warranty, whether express or implied, is given by the Company or the Bank in relation to the use of the Wallet Credit Card or any part thereof, including any warranty on its condition, guality, performance, merchantability, workmanship, fitness for any particular purpose, timelines or non-infringement of third party rights, or that it is secure, error-free or will function without interruption

Part V: Information Records 19. Transaction Record

19.1 Subject to Clauses 2.1 and 3, the Company's and/or the Bank's record of all transactions effected by the use of the Card (including use at any ATM) and all records kept by the Company and/or the Bank in relation to the Tele-services and Online Services shall be conclusive evidence of their contents and shall be binding on you for all purposes. 19.2 A printed transaction record issued by an ATM does not bind the Company and/or the Bank

Personal Data and Account Information

20.1 You acknowledge you have received, read and understood the DPN and agree that the contents of the DPN issued from time to time shall be binding on you. Copies of the current version of the DPN are available at the principal place of business of the Company and/or the Bank in Hong Kong or on the website of the Company and/or the Bank or any othe webpage designated by the Company and/or the Bank from time to time.

- 20.2 You confirm that every entity or individual whose information has been (or will be) provided to the Company and/or the Bank or the transferees (as referred to in Clause 20.8) in connection with the Account and/or provision of products and services to you has (or will at the relevant time have) been notified of and consented to the collection, use, transfer, processing, disclosure, retention and generation of their information (including personal data for an individual) in accordance with this Clause 20 and, in the case of an individual, for the purposes as shown in the DPN. You further confirm that you will: 20.2.1 draw these third parties' attention to this Clause 20
 - and the DPN: 20.2.2 promptly notify these third parties of any changes to this Clause 20 and/or the DPN that the Bank or the
 - Company notifies to you; and 20.2.3 have a statutory ground under the PDP Ordinance permitting you to transfer the relevant personal data to the Company and/or the Bank for the Company and/or the Bank to use in accordance with this Clause
- 20 and/or the DPN. For the purpose of this Clause 20, all the information provided by you and the persons aforementioned shall be referred to as "Relevant Information"
- 20.3 You authorize the Bank, the Company and any of their respective directors, officers, employees or agents to collect, handle and use any Relevant Information they may have concerning you and/or the Account in accordance with this Clause 20 and the DPN.
- 20.4 Without limiting the generality of Clause 20.3, you also authorize the Bank, the Company and any of their respective directors, officers, employees or agents to contact any information source for information the Company and/or the Bank may require to operate the Account. The Company and the Bank are further authorized by you to compare such information with the Relevant Information for checking or to produce more data. You hereby also consent to the Company and the Bank, if necessary, using the results of such comparisons for the taking of appropriate action against you regardless of whether such action may be adverse to your interest
- **20.5** The Company and the Bank shall use all your personal data (as defined in the PDP Ordinance) and that of any other persons providing information in compliance with the PDP Ordinance
- 20.6 You warrant that all information provided to the Company and/or the Bank from time to time is valid, true, complete, accurate and up-to-date. You undertake to notify the Company and/or the Bank promptly in writing or by othe means as prescribed by the Company from time to time of any change in the Relevant Information provided to the Company and/or the Bank, in any event not later than 30 days after such change, including but not limited, to any change of employment or business and residential or correspondence address. You agree to notify the Company and/or the Bank promptly in writing if you are or become a
- Connected Party. 20.7 Your personal representative shall promptly notify the Company and/or the Bank in writing of your death. 20.8 The Company and the Bank will treat the Relevant Information as confidential, but unless consent is prohibited by law, you consent to the transfer and disclosure by the Company and/or the Bank of any Relevant Information to and between the holding companies, branches, subsidiaries, representative offices, affiliates and agents of the Company and/or the Bank and any third parties (including any credit reference agencies, networks, exchanges and clearing houses) selected by the Company and/or the Bank or any of them (each, a "transferee") wherever situated, for confidential use (including for data processing, statistical, credit and risk analysis purposes). The Company or the Bank and any of the transferees may also transfer and disclose any such information to any person as required by any law, regulation, court, regulator, legal process or code in any jurisdiction or according to its group's policy, any present or future contractual or other commitment with legal, regulatory, governmental, tax, law enforcement or other authorities, securities or futures exchange central bank, or self-regulatory or industry bodies o associations of financial services providers ("Authorities") in any jurisdiction or agreement or treaty between Authorities and applicable to the Company and/or the Bank or a member of their group companies (collectively, "Obligations"). This Clause 20.8 shall apply to you subject to, and without limiting the
- generality of, the DPN. 20.9 You consent to the Relevant 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 and/or the Bank. The Company and/or the Bank (as applicable) will contract with the third parties to take reasonable care to keep the Relevant Information confidential and to observe, in conformity with local laws and regulations, the requirements of the PDP Ordinance
- 20.10 You acknowledge and agree that some services, operational and processing procedures relating to the transactions/services provided by the Company and/or the Bank to you may from time to time be outsourced by the Company and/or the Bank to regional or global processing centers, holding companies, agents or third parties selected by the Company and/or the Bank or any of them, wherever situated, and these service providers may from time to time be given access to the Relevant Information or information relating to you and/or the Account and/or the transactions and services provided by the Company and/or the Bank to you for the purpose of or in relation to the
- services and procedures they perform. 20.11 Without prejudice to the foregoing, regarding the Private Label Card under your name (if any), you acknowledge and agree that the Company and/or the Bank may from time to time transfer and disclose the Relevant Information 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 20.12 You acknowledge and agree that the Company and/or the Bank may collect and store the unique identifier of your Eligible Device, type of the Eligible Device and/or the Wallet Credit Card number to enable eligibility checking of the use of the Wallet Credit Card for the purpose of Wallet Credit Card generating and maintenance. If you do not allow the Company or the Bank to use any such information in the above manner, you may not be able to request the generating of and use the Wallet Credit Card.
- 20.13 Notwithstanding anything contained herein to the contrary, any dealing of the Relevant Information by the Company, the Bank and/or the transferee shall be subject to this Clause 20. Terms Applicable to Wallet Credit Card
- **20.14** In addition to the provision of information as aforementioned in this Clause 20, you may be providing your personal data and Card information and transaction details to the E-Wallet Provider by registering, storing and using the Wallet Credit Card in your E-Wallet. The Company and/or the Bank has no control over the privacy and security of your personal data and information provided by you to the E-Wallet Provider which is subject to the privacy policy of and any agreement you may have with the E-Wallet Provider.
- Part VI: Others
- **21.1** Any notice given by you hereunder to the Company 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.
- 21.2 Without affecting other methods of communication, communications (including Statements), are deemed to be received by you:
- 21.2.1 when posted for three Business Days in one or more of the banking halls of the Bank in Hong Kong; 21.2.2 three Business Days after publication as an
- advertisement in a Hong Kong newspaper; 21.2.3 when posted on the website, including any online portal, of the Company;
- 21.2.4 when left at any of your addresses in the Company's record, or 48 hours after mailing to such address or seven days if the address is outside Hong Kong;
- 21.2.5 when sent by electronic mail or message (including SMS message) or facsimile to any of your email address or equipment or facsimile number in the Company's record; or
- 21.2.6 when communicated including by leaving a voice message, if by telephone or other oral communication, notwithstanding your death or incapacity. 21.3 You acknowledge and agree that any communication carried
- out by the Company, for itself and/or for on behalf of the Bank in compliance with this Clause 21 would be effective and binding on you. 22. Amendment
- 22.1 Notwithstanding anything contained herein to the contrary, the Company and/or the Bank may from time to time amend this Agreement, the Fee Schedules, the DPN and/or any other prior communication between the Company and/or the Bank and you, including but not limited to any terms and conditions, in respect of the Card and/or any Services provided by the Company and/or the Bank to you. The Company and/or the Bank will give prior notice to you of such amendments in accordance with applicable laws and regulations. If you do not accept such amendments, you shall give written notice to the Company before the effective date of the amendment, terminating the use of the Card and
- you use the Card and/ or Services or retain the Card after the effective date of an amendment, you shall be deemed to have agreed to such amendment. 22.2 Retention or continued use of the Card (or, for any change of terms and conditions in relation to the Online Services, continued maintenance of the Log-in Account or use of any services offered under the Online Services) after the effective date of any change of the terms and conditions of this Agreement, the Fee Schedules and/or the DPN shall

constitute your acceptance of such changes.

returning the Card to the Company, if required. Any debit

balance in the Account shall also be paid in full at that time. If

- 22.3 If you do not accept the proposed change by the Company and/or the Bank, the only recourse available to you is to terminate the Card in accordance with Clauses 15.1 or 15.2. as the case may be. Notwithstanding the abovementioned, for any proposed change in relation to Tele-services or Online Services, if you do not accept such proposed change, you may choose to terminate the Tele-Services or the Online Services, as appropriate, instead of terminating the Card. 22.4 Where you terminate your Card pursuant to Clause 22.3
- within a reasonable time, the Company will refund the paid annual or other periodic fees on that Card (if any) on a pro rata basis if the fees can be separately distinguished and the amount involved is not minimal 22.5 You may access the most updated full version of this
- Agreement on the Company's website or any other webpage designated by the Company from time to time. You may contact the Company's customer hotline on (852) 2853 8828 for enquiries. 23. Law and Jurisdiction
- This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and you irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts. 24. Miscellaneous
- 24.1 Whilst the Company and the Bank have exercised reasonable care in ensuring the consistency of the English and Chinese versions of this Agreement, in the case of discrepancies between the English and Chinese versions of this Agreement, the English version shall prevail unless otherwise provided herein. 24.2 If at any time any provision hereof becomes illegal, invalid or
- unenforceable in any respect, the remaining provisions hereof shall remain in full force and effect. 24.3 This Agreement shall be binding on each successor, personal representative and person lawfully acting on behalf
- 24.4 No act, failure to act or delay to act, nor any omission by the Company and/or the Bank will operate as a waiver, and a single, partial or defective exercise of the Company's and/or the Bank's right will not preclude any further exercise of that
- right or the exercise of any other right 24.5 You may not assign any of your rights and/or obligations under this Agreement. The Company and/or the Bank may assign or transfer any of their rights and obligations under this Agreement to any third party.
- 24.6 This Agreement constitutes the entire agreement and understanding of the parties with respect to their subject matter and supersedes all oral communication and prior writings with respect thereto.
- 24.7 To reinforce the Company's and the Bank'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 and the Bank shall take all necessary actions, including but not limited to, routinely screening, monitoring and reviewing you and your Card transactions for such purposes. You confirm and understand that your tax status will be subject to such screening and monitoring. You also represent to the Company and the Bank that you have, to the best of your knowledge, not committed or been convicted of
- tax crimes. 24.8 Any complaints related to the Card and/or any other Services and/or product provided by the Company and/or the Bank should be directed to: 20/F., BOC Credit Card Centre, 68 Connaught Road West, Hong Kong. 24.9 Third Party Rights
- 24.9.1 Subject to Clause 24.9.3, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) (the "Third Parties Ordinance") to enforce or to enjoy the benefit of any term of this Agreemen
- 24.9.2 Notwithstanding any term of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.
- 24.9.3 Any director, officer, employee, affiliate or agent of the Company and the Bank may, by virtue of the Third Parties Ordinance, rely on any provision of this Agreement (including, without limitation, any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person. Definitions

Unless the context otherwise requires, the following expressions shall have the following meanings in this Agreement "Account" means an account opened by and maintained with the Company under the name of a Cardholder for the purposes of recording debts and the credits in either HKD, CNY or USD (depending on the denomination of such account) in respect of usage of the Card under this Agreement and to which the Charges shall be debited

"Additional/Supplementary Card" means a Card issued by the Company to an Additional/Supplementary Cardholder nominated by the Main Cardholder and at the joint request of the Main Cardholder and such Additional/Supplementary Cardholder; "Additional/Supplementary Cardholder" means any person to whom and in whose name an Additional/Supplementary Card is issued

"Additional OS T&C" means the terms and conditions in respect of each additional service provided by the Company under the Online Services to a Cardholder: "ATM" means any automatic teller machine in operation in the JETCO, PLUS, UnionPay and/or CIRRUS Networks and such other networks as from time to time announced by the Company

"Bank" means the Bank of China (Hong Kong) Limited which is authorized under the Banking Ordinance (Chapter 155 of the Laws of Hong Kong) to carry on the business of taking deposits: "Biometric Authentication" means authentication by means of using any of the Biometric Data, or a combination of any of the Biometric Data, as the context requires; "Biometric Data" means distinguishing, repeatable biometri

features of an individual which can be extracted for the purpose of Biometric Authentication, including but not limited to voiceprint authentication, fingerprint/palmprint recognition, finger vein authentication, facial recognition and iris recognition "Business Day" means a day on which the Bank is open for

business in Hong Kong other than Sunday and public holiday; "Card" means, as the context requires, any card whether single or dual currency credit card and whether physical card (including Visa credit card, Mastercard credit card or UnionPay credit card), Virtual Card issued by the Company and/or any Private Label Card issued by the Company jointly with a Merchant which includes the Main Card, the Wallet Credit Card, the Additional/Supplementary Card and any renewal or replacement card;

"Cardholder" means any person to whom and in whose name a Card is issued and includes the Main Cardholder and the Additional/Supplementary 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 therewith "CNY" means Renminbi, the lawful currency of the mainland;

"Connected Parties" means a director/supervisor/chief executive/senior management and key staff/chairman of committee/head of department/head of branch/lending officer/controller (holding 5% or more shareholding alone or together with associates who are controllers) of the Bank or Bank of China Limited (including their subsidiaries and branches) or the Bank's subsidiaries, affiliates and other entities over which the Bank is able to exert control or controller/minority shareholder controller/director/senior 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 guarantor is any controller, minority shareholder controller or director of the Bank of their relative;

"Device Passcode" means the access passcode of a Cardholder's Eligible Device; "DPN" means the data policy notice from the Company and/or the Bank or such other document(s) issued under whatever name from time to time by the Company and/or the Bank and certain of their 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);

"Eligible Device" means such model of smartphone, tablet or other device (such as watch) with E-Wallet function in which a Wallet Credit Card can be registered and stored, and if applicable,

as designated by the Company from time to time; "e-Statement" means the Card statements issued by the Company and/or any other statement or Account information as determined by the Company to be included from time to time showing the information in respect of the Cards, or any similar documentation provided to a Cardholder via electronic means; "E-Wallet" means a wallet application provided by an E-Wallet Provider installed in an Eligible Device in which a Cardholder's Wallet Credit Card is stored;

"E-Wallet Provider" means a provider of the E-Wallet in a Cardholder's Eligible Device, as designated by the Company from time to time;

"Fee Schedules" means the schedules setting out the annual fees, cash advance handling fee, late charge, interest and other fees and charges from time to time in force and applicable to the Card, including but not limited to, the BOC Visa/Mastercard Credit Cards Fee Schedule and the BOC CUP Dual Currency Credit Card Fee Schedules accessible at the Company's website or any other webpage designated by the Company from time to time: "HKD" means Hong Kong dollars, the lawful currency of Hong Kong:

"Hong Kong" means the Hong Kong Special Administrative

"Log-in Account" means the log-in account opened and maintained

by the Bank for a Cardholder in connection with the Online

"Main Card" means a Card issued by the Company to a Main

Cardholder to which one or more Additional/Supplementary Cards

"Main Cardholder" means any person to whom and in whose

Region of the People's Republic of China;

name a Main Card is issued;

Services:

are issued:

"Merchant" means a merchant whose name and/or logo appears on the face of the Private Label Card in lieu of or in addition to the name and/or logo of the Company. "New Transaction" means, in relation to a Statement and/or an e-Statement. a transaction by which a Cardholder has incurred any Charges through the use of a Card, occurring

(a) at any time after the time ("**Relevant Time**") at which the last transaction as shown in that Statement and/or e-Statement was effected by the use of the Card: or (b) at any time before the Relevant Time, the Charges in respect of which have not as of the date of that Statement and/or e-Statement been debited to the Account and shown in that

Statement and/or e-Statement; "One-Time-Password" means either a system-generated password which the Company may from time to time transmit to a Cardholder through SMS, or a password generated by the Cardholder using a security device provided or otherwise prescribed by the Company 'Online Bill Payment Service" means the service to be provided by the Company to a Cardholder in accordance with these terms and conditions where the Cardholder may pay the bills through the

"Online Services" means the services from time to time provided by the Company and/or the Bank via the Platforms, including, vithout limitation, the Online Bill Payment Service and Online Statement Service; "Online Statement Service" means the service to be provided by

the Company and/or the Bank to a Cardholder in accordance with these terms and conditions where e-Statements will be accessible by the Cardholder through the Platforms; 'OS Authenticators" means the login name and password from time to time specified by the Cardholder for the purpose of

accessing the Log-in Account; "OS Designated Email" means the electronic mail account designated by a Cardholder for the purpose of receiving notification of issue of e-Statements or such other electronic mail account lesignated by the Cardholder from time to time in relation to the Cardholder use of the Online Statement Service, as the case may

"OS Device" means the equipment, device and software programs that are contained on such equipment or device used by a Cardholder to use, access and/or operate the Online Services including, without limitation, computers, mobile phones or such other means the Cardholder uses to access and/or operate the Online Services from time to time: "OS Qualified Account(s)" means the Account(s) held by a

Cardholder with the Company and/or any other applicable accounts as determined by the Company to be qualified for the Online "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 a Cardholder required to gain access to services provided by the Company from time to time through the Card; "Platforms" means any electronic platforms in any media

established, maintained and/or operated by or on behalf of the Company or the Bank or any third party including, without limitation, any platforms accessible through computers, mobile phone or other means as prescribed by the Company or the Bank from time to time, through which a Cardholder may have access to such services as the Company or the Bank may provide from time to

"Private Label Card" means a credit card issued by the Company n association with a Merchant; "Services" means the IPP, IPs, Online Services and Tele-services; "SMS" means the short message service whereby text messages

can be sent and received through mobile phones or other communication device; "Statement" means a statement of Account to a Cardholder on a monthly or other periodic basis showing the transaction record of a

"Tele-services" means the services from time to time provided by the Company and/or the Bank which enable the Cardholder to obtain information from the Company and/or the Bank and to give nstructions to the Company and/or the Bank by telephone; "the mainland" means the People's Republic of China but excluding Hong Kong, Taiwan and Macau;

"TS Password" means the phone banking password issued by the Bank to the Cardholder for use with the phone banking services and other elements of the phone banking services and/or the secret bassword the Cardholder chooses for the phone banking services (or, in each case, any replacement secret password that the Cardholder chooses);

"UnionPay" means UnionPay International Company Limited, a joint stock limited liability company incorporated in the mainland with headquarters in Shanghai; "USD" means United States dollars, the lawful currency of the

United States and its overseas territories; "Virtual Card" means a kind of credit card product and/or services issued in the form of a credit card account number without any physical card and shall include Visa virtual card, Mastercard virtual card and/or UnionPay virtual card or other virtual cards from time to time issued by the Company; "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 including, for the avoidance of doubt, an E-Wallet if the Virtual Card is stored in the same E-Wallet as a Wallet Credit Card, as the Company may from time to time determine; uses or similar devi

"Wallet Credit Card" means a digital version of a Cardholder's Card which the Cardholder stores in the E-Wallet of his/her Eligible