

## IMPORTANT TERMS & CONDITIONS OF BOC CREDIT CARD

The important terms and conditions of the Credit Card User Agreement/ Credit Card Agreement ("User Agreement") which impose significant liabilities and obligations on you are summarised below for your particular attention. Please note that the below summarized terms and conditions are for reference only, the provisions in the User Agreement shall prevail in the event of discrepancy. You should read the full version of the User Agreement which is available at the principal place of business of BOC Credit Card (International) Ltd. (the "Company") in Hong Kong and on the Company's website which can be accessed via the following link: [www.bochk.com/creditcard](http://www.bochk.com/creditcard).

1. Immediately upon receipt of the Card, you shall sign the Card and activate it according to our instructions. Your signature on the Card, or the use or activation of the Card or the use of any of the Services shall constitute conclusive evidence of your acceptance of and agreement to be bound by the User Agreement.
2. Use of the Card is restricted exclusively to you for bona fide purchases of goods and/or services and/or cash advances and you shall not use the Card for any other purposes, in particular any illegal purposes including payment for any illegal transaction.
3. 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.
4. All the details of APRs for retail spending and cash advances and fees and charges are set out in the Fees Schedule referred to in the User Agreement. The Fees Schedule is available at our principal place of business in Hong Kong and on the Company's website which can be accessed via the following link: [www.bochk.com/creditcard](http://www.bochk.com/creditcard) or any other webpage designated by the Company from time to time.
5. You will receive a statement of account and/or e-statement on a monthly or other periodic basis, except where there is no new transaction since the last statement. You shall promptly examine the transactions shown on the statement and/or e-statement carefully and notify the Company in writing of any error or unauthorized transactions within 60 days from the date of the statement and/or e-statement. Otherwise, we shall be entitled to treat all transactions shown on 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.
6. You should repay the outstanding balance as shown on the statement and/or e-statement on time to avoid payment of interests and finance charges. If we do not receive the minimum payment amount as specified in the relevant statement and/or e-statement on or before the payment due date, an additional late charge shall be payable by you.
7. You shall exercise reasonable care and precautions to keep the Card, the device for accessing online service and the device for storing e-wallet Card (together, the "devices") safe and the PIN and any of your security details in relation to the credit card services (together, the "Access Data") secret and use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by the Company and/or Bank of China (Hong Kong) Limited (the "Bank") to prevent fraud. You shall report as soon as reasonably practicable to the Company and the police upon the occurrence of any loss, theft, suspected unauthorized use or disclosure of the Card and/or Access Data or any counterfeit card.
8. Provided that you have acted in good faith and with due care (including taking the precautions and actions under Clause 7 to

prevent fraud), your liability for all unauthorized transactions (other than cash advances) incurred prior to report shall not exceed HKD500 or the maximum amount 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.

9. You shall be fully liable for all losses and damages arising out of or in connection with the loss, theft, unauthorized use or disclosure of the Card, the devices, and/or any of the Access Data if you have acted fraudulently or with gross negligence, or have failed to take reasonable care, precautions and actions under Clause 7 to prevent fraud, or if the unauthorized use of the Card involves the use of your Access Data or device with your knowledge, or if you fail to report to the Company as soon as reasonably practicable.
10. The main cardholder shall be liable to the Company for any and all transactions effected and/or liabilities incurred by the main cardholder and additional cardholders by the use of their Cards whereas an additional cardholder shall be liable only for the transactions effected and the liabilities incurred by such additional cardholder through the use of his/her additional card.
11. Although an additional cardholder is liable only for the outstanding balance due from him/her to the Company, such additional cardholder may (at his/her option) settle the outstanding balances due from the main cardholder and/or other additional cardholders. Any payment made by an additional cardholder in excess of the outstanding balance due from him/her to the Company shall be irrevocably deemed to be voluntary payment to settle (in whole or in part) the outstanding balances due from the main cardholder and/or other additional cardholders.
12. Notwithstanding anything contained in the User Agreement regarding credit period granted to you by the Company, you shall repay all sums due to the Company immediately upon demand of the Company.
13. You irrevocably authorise the Company to combine and set-off all or any of your accounts with the Company at any time and from time to time.
14. You irrevocably authorize and instruct the Bank with which you may have account(s) to debit and pay to the Company the credit balance of such account(s) (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 without prior notice upon our request.
15. In respect of your liabilities for collection costs and legal expenses, the Company is entitled to appoint debt collection agencies and/or institute legal proceedings at any time against you to enforce repayment. You shall indemnify the Company against all costs and expenses reasonably incurred in connection with the appointment of debt collection agencies, and against all legal costs and expenses reasonably incurred by the Company in enforcing repayment via legal process.
16. We may (in our discretion) change any of the terms and conditions of the User Agreement and/or the Fees Schedule provided that we will, where practicable, give you not less than 60 days' prior notice before any significant change of the terms and conditions take effect. Retention or continued use of the Card after the effective date shall constitute your acceptance of such changes. If you do not accept the proposed change, you may terminate the Card in accordance with the User Agreement.

In the case of discrepancies between the English and Chinese versions, the English version shall prevail unless otherwise provided in the User Agreement.

Last update: January 2021

## CONTACTLESS PAYMENT FUNCTION

BOC Mastercard / Visa / UnionPay Dual Currency Credit Card with built-in contactless payment function provides you with hassle-free card spending worldwide where Mastercard contactless payment / Visa payWave / UnionPay QuickPass is accepted. Simply tap the card against the reader to settle any transaction of HKD / RMB1,000 or below without the need of signature verification. Enjoy convenience and speedy payment service. For details, please visit [www.mastercard.com.hk](http://www.mastercard.com.hk) / [www.visa.com.hk](http://www.visa.com.hk) / [www.unionpayintl.com/hk](http://www.unionpayintl.com/hk).