

## 中銀信用卡(國際)有限公司 持卡人合約

中銀信用卡（國際）有限公司（「卡公司」），以下列條款及條件發出信用卡（詳見下文釋義）：

### 1. 釋義

1.1 在本合約中，除文義另有所指，否則以下詞語應具以下涵義：「帳戶」指由卡公司以持卡人名義開立及維持，並用作記入收費之帳戶；「附屬卡」指由卡公司在主卡持卡人及其提名之附屬卡持卡人共同要求下，發給該附屬卡持卡人之信用卡；「附屬卡持卡人」指任何以其名義獲發附屬卡之人；「自動櫃員機」指JETCO、PLUS及/ 或CIRRUS及卡公司不時公布的其他聯網使用的任何自動櫃員機；「信用卡」指由卡公司發出之任何VISA信用卡／萬事達信用卡，包括主卡及附屬卡，以及信用卡之任何續發新卡或補發卡；「持卡人」指任何以其名義獲發信用卡之人，包括主卡持卡人及附屬卡持卡人（視乎文意所指者而定）；「收費」指所有使用信用卡購買貨物及/ 或服務及/ 或作現金透支之全部總計或金額，以及所有有關之費用、收費、利息、銀證費及開支；「收費表」指列載不時有效及適用於信用卡之年費、現金透支手續費、逾期收費、利息及其他費用及收費之附表；「香港」指中華人民共和國香港特別行政區；「澳門」指中華人民共和國澳門特別行政區；「主卡」指由卡公司發給主卡持卡人之信用卡，並透過該信用卡發出一張或多張附屬卡；「主卡持卡人」指任何以其名義獲發主卡之人；「新交易」就一份結單而言，指持卡人透過使用信用卡完成並引致任何收費的交易，而該交易於以下時間發生：-

- 於該結單上所載最後一宗透過使用信用卡完成的交易的時間「( 有關時間)」之後的任何時間；或
  - 於有關時間之前的任何時間，如果該交易所招致的收費於該結單日期仍未記入帳戶亦未於該結單上顯示；
- 除非文意另有所指外，在本合約中，凡表示單數之文字，其涵義包含複數，反之亦然；凡提述一種性別，其涵義包含各種性別。
- 如文意許可或有所指，凡提述卡公司，將當作包括提述其承繼人及承讓人。

#### 2. 信用卡之發出

- 卡公司可（酌情決定）根據本合約的條款及條件，向持卡人發出一張或多張信用卡。
- 由主卡持卡人提出申請，並獲得卡公司（酌情決定）批准後，卡公司可向該主卡持卡人提名的附屬卡持卡人發出一張或多張附屬卡。
- 持卡人須於收到卡公司發出信用卡之後立即：
  - 於信用卡上所預留之空白處簽署；及
  - 按照卡公司的指示，簽署信用卡之確認收妥回條並交回卡公司或根據卡公司指示的其他方式使用信用卡生效。
- 持卡人於信用卡上簽署或使用信用卡或使用信用卡生效，將構成持卡人接受本合約的條款及條件並同意受其約束之確證。
- 卡公司一般將於信用卡到期前至少 30 天續發新卡。除非於該 30 天期內卡公司收到終止信用卡之書面通知，否則持卡人將被當作於到期日收到續發新卡。持卡人如續發新卡生效或使用續發新卡，或於信用卡到期日後繼續使用信用卡，將被當作持卡人已接受續發新卡。
- 卡公司有權拒絕為持卡人失去或被竊之信用卡補發新卡。卡公司有權就所發出之補發卡按照收費表收取手續費。

#### 3. 信用卡之使用

- 信用卡只限於持卡人專用於真誠地購買貨物及/ 或服務及/ 或作現金透支。持卡人不得將信用卡用作任何其他用途，尤其不得用作任何違法用途，包括（但不限於）作為任何違法交易的付款用途。
- 持卡人不得將卡轉讓予任何人，亦不得容許任何人使用信用卡或以抵押方式典押信用卡作任何用途。

#### 4. 信用限額

- 卡公司可不時（酌情）決定由卡公司發給持卡人的任何信用卡的信用限額及/ 或現金透支限額。如獲發附屬卡，主卡持卡及附屬卡持卡人可各自獲得獨立信用限額，或按卡公司（絕對酌情）不時決定之比例共用任何信用限額。
- 持卡人須嚴格遵從卡公司不時釐定的信用限額

及/ 或現金透支限額，並在使用信用卡時不得超越該信用限額及/ 或現金透支限額。持卡人不會因違反第 4.2 條而得以減低或免除其對於因違反此條款所引致任何收費的付款責任，卡公司並有權按收費表列載的收費率收取手續費。

- 於收到卡公司要求後，持卡人須即時向卡公司支付超越該信用限額的款項。
- 卡公司有權就每次向持卡人提供現金透支服務，根據收費表列載的收費率收取手續費。

#### 5. 帳戶結單與付款方法

- 卡公司將每月或定期向持卡人寄發帳戶結單（「結單」），列明（其中包括）截至結單上所述月結期最後一日的帳戶結欠（「結欠金額」）及持卡人就有關結欠金額之最低還款額（「最低還款額」）及到期付款日（「到期付款日」），除非自上期結單後並沒有新交易。
- 除非非卡公司於結單日期起計 60 天內收到持卡人的書面通知指稱結單所載交易有誤，否則卡公司有權把該結單內所載之交易視作正確無誤。
- 持卡人須於接獲結單後即時支付已到期付款之結欠金額。
- 若卡公司在到期付款日或之前收到結欠金額，持卡人則毋須就該結欠金額支付利息。若卡公司在到期付款日時仍未收到或僅收到少於結欠金額之付款，持卡人則須按收費表列載之息率（該息率於法庭裁決前後均為適用）支付 (i) 該等尚未償還款項按日計算之利息，由結單日期起計，直至清還全部欠款為止及 (ii) 每一宗新交易之金額按日計算之利息，由該宗新交易之交易日起計，直至清還該金額之全部為止。所有利息將按月或定期記入帳戶。
- 若卡公司在到期付款日或之前仍未收到或收到少於最低還款額之付款，則除須根據第 5.4 條支付未償還欠款應付之利息外，持卡人亦須支付按收費表列載之逾期收費。逾期收費將於下一結單日記入帳戶。
- 除卡公司酌情決定接受非信用卡之貨幣付款外，收款均以信用卡之貨幣結算。以非信用卡之貨幣計算之收費，均根據卡公司決定之匯率折算信用卡之貨幣後，記入帳戶。如卡公司接受非信用卡之貨幣付款，收款則根據卡公司決定之匯率折算信用卡之貨幣後記入帳戶，而卡公司可收取收費表列載之匯兌費。倘以銀行本票或任何其他同類票據付款，則只會扣除處理該銀行本票或票據之一切收款、行政或手續費用後之淨額記入帳戶內。
- 從持卡人收到之付款，將按以下先後次序或卡公司不時絕對酌情決定之其他先後次序用於償還帳戶結欠：
  - 所有利息、手續費及費用；
  - 當月分期交易的本金結欠；
  - 其他本金結欠。
- 如獲發附屬卡，主卡持卡人所付的款項，將按照卡公司不時絕對酌情決定的先後次序及優先次序，用於支付主卡持卡人及附屬卡持卡人各自所欠的款項。
- 卡公司有權（絕對酌情決定）拒絕接受任何超越帳戶結欠金額的款項存入帳戶。
- 所有收費，即使是（不限於）(i) 電話、傳真、郵遞訂購或直接扣帳授權方式作出，或 (ii) 在互聯網、商戶或財務機構售點終端機（包括非接觸式卡感應器）、信用卡繳款電話或准許使用信用卡而無須簽署銷售單據或由持卡人簽署的其他設施上使用信用卡作出，仍可記入帳戶。持卡人沒有簽署任何銷售單據或現金透支憑單，並不免除持卡人就此對卡公司應負之責任。
- 費用、收費及息率**
- 持卡人根據本合約應付之一切費用、收費及利息，詳情已載於收費表內，並須按收費表支付。
- 卡公司可按照第 20 條不時（酌情決定）修訂收費表。收費表之最新文本可於卡公司澳門辦事處、中國銀行股份有限公司澳門分行或大豐銀行索取及卡公司之網站(網址 www.bochk.com/creditcard/macau/) 瀏覽。
- 如獲發附屬卡，則就一切用意及目的而言，卡公司均可（絕對酌情決定）將使用任何附屬卡產生的任何或所有費用、收費及/ 或利息，當作由主卡持卡人產生處理。
- 持卡人義務與責任**
- 持卡人須採取合理措施，妥善保管信用卡及私人密碼，亦須將私人密碼保密。在不影響前文所載的一般原則下，持卡人必須採取以下各項措施，確保信用卡安全及將私人密碼保密，藉此防止發生欺詐事件：
  - 私人密碼應與信用卡分開存放；
  - 銷毀私人密碼通知書正本；
  - 切勿將私人密碼寫在信用卡上或通常與信用卡一同存放或附近的任何物件上；
  - 不應直接寫下或記下個人密碼，而不要加掩藏；
  - 切勿使用常用個人資料作為私人密碼；及
  - 按照卡公司不時發出的程序、指示及/ 或保安指引使用信用卡。

7.2 如發生以下事件，在切實可行的合理情況下，持卡人須致電卡公司 24 小時熱線 (853) 8988-9933 或 (852) 2544-2222（或卡公司不時通知持卡人的電話號碼）通知卡公司，並於隨後 24 小時內或卡公司不時訂明的其他期間內以書面確認：

- 信用卡遺失及/ 或被竊；
  - 未經授權使用信用卡及/ 或私人密碼；
  - 向未經授權人士披露私人密碼；
  - 懷疑出現載有與信用卡相同卡號或聲稱根據帳戶發出的任何偽冒信用卡；及/ 或
  - 懷疑有未經授權使用信用卡及/ 或私人密碼及/ 或披露私人密碼。

- 在不損及第 7.2 條所載的義務的情況下，持卡人須將有關事件通知警方，並在合理及切實可行的情況下，盡快將報警事宜的有關文件證據提交卡公司。
- 卡公司有權按聲稱持卡人者發出的任何口頭或書面指示行事。如卡公司因此採取任何行動，卡公司毋須因有關行動而向持卡人承擔任何責任，亦不會因此解除持卡人的任何責任。
- 儘管本文載有任何相反規定，持卡人於收到卡公司要求後，須立即向卡公司支付下列各項：
  - 帳戶之未清償結欠；
  - 使用信用卡進行交易有關而尚未記入帳戶的一切收費；及
  - 本合約所載持卡人應付給卡公司的一切費用及收費。

#### 8. 未經授權交易

- 持卡人須小心細閱結單，並須於結單日期起計 60 天內，將結單內任何未經授權的交易通知卡公司。
- 除卡公司控制範圍以外，卡公司須盡合理努力，於收到持卡人通知未經授權的交易起計 90 天內完成有關調查。
- 倘持卡人於到期付款日之前將任何未經授權的交易通知卡公司，並於調查期內暫緩繳付爭議金額，則卡公司保留權利，可對爭議金額重新收取由交易日期（或卡公司不時絕對酌情決定的較後日期）至全數清償爭議金額為止期間的任何費用、收費及/ 或利息；如其後證實持卡人提出的爭議並無根據，亦可收取一切有關費用、收費及/ 或利息。

#### 9. 持卡人對未經授權交易所負責任

- 倘發生以下事件，而持卡人以真誠態度及應有謹慎行事（包括根據第 7.1 條採取防範措施及按照第 7.2 條報失、報被竊及/ 或未經授權使用信用卡），則持卡人毋須因下列情況而產生的損失及損害負責：
  - 持卡人未收到信用卡前，卡被誤用；
  - 於持卡人將失卡、被竊及/ 或未經授權使用信用卡等情況正式通知卡公司後發生的任何未經授權交易；
  - 終端機或其他系統發生的故障，引致持卡人蒙受損失及損害，惟若有關故障是明顯的，或已顯示故障信息或通告則除外；及
  - 交易是以偽造的信用卡進行的。
- 在受第 9.3 條規限的情況下，若持卡人以真誠態度及應有謹慎行事（包括根據第 7.1 條採取防範措施及按照第 7.2 條報失、報被竊及/ 或未經授權使用信用卡），則持卡人對信用卡遺失、被竊或被未經授權使用所負責任，將不會超過適用法例或監管指引不時訂明之最高限額。
- 儘管本文載有任何相反規定，若持卡人信用卡之遺失、被竊及/ 或被未經授權使用是由於持卡人有欺詐行為或嚴重疏忽，或未能遵照第 7.1 條或第 7.2 條之規定，或未能採取合理防範措施防止信用卡遺失、被竊及/ 或未經授權使用信用卡，或有關未經授權使用信用卡涉及在持卡人知情或不知情下使用持卡人的私人密碼，則持卡人須對因而產生或有關的一切損失及損害負全責。持卡人同意就因而合理地引致的一切損失、損害、責任及一切合理費用及開支而向卡公司作出及保持作出全數償還。
- 主卡及附屬卡持卡人之責任**
- 主卡持卡人須（與附屬卡持卡人共同及各別）對附屬卡及/ 或透過使用附屬卡進行的任何及所有交易及/ 或引致的責任而向卡公司承擔責任。
- 附屬卡持卡人只須對其使用其附屬卡進行的交易及引致的責任承擔責任。
- 責任限免**
- 受限於第 9.1 條的規定及除任何可歸咎於卡公司之欺詐行為、嚴重疏忽或故意忽略外，對於持卡人直接蒙受或承擔的任何損失及責任，無論是否因任何使用、不當使用信用卡、信用卡或卡公司提供的其他裝置失靈失效，或任何卡公司就使用信用卡所提供的服務，卡公司將一概不負責。
- 如任何商號（包括任何財務機構）拒絕接納信用卡或拒絕以信用卡支付任何向持卡人提供的貨物及服務，卡公司概不負責。
- 卡公司亦保留權利，可絕對酌情決定拒絕將任何商號或財務機構要求的任何收費記入帳戶。任何持卡人針對任何商號或財務機構作出的索償或爭議，應由持卡人與該商號或財務機構直接解決。在任何情況下，有關索償或爭議並不解除本文所載持卡人須向卡公司承擔的責任。

11.4 於卡公司收到任何商號或財務機構作出的退款及按卡公司所接受的格式開出的有關退款單據之前，卡公司概無責任將退款記入帳戶。

- 所有於卡公司提供任何信用卡服務時而所引致之延誤、失效或就卡公司履行本協議項下的義務時而使用之電腦或其他裝置的失效，如為卡公司之合理控制範圍以外之情況下，卡公司將一概不負責。
- 儘管本文載有任何相反規定，對於持卡人或任何人士直接、間接或任何情況之下引起而蒙受或承擔任何間接、相應或附帶損失、利潤或商機損失，或其他類型的損失或損害，卡公司將一概不負責。
- 就提供信用卡服務時，卡公司或會透過電話、傳真、互聯網或其他卡公司不時指定的方式與持卡人聯絡或索取指示。就此，持卡人現同意卡公司記錄任何由該方式而索取之訊息及/ 或指示，並將其保存至卡公司認為合適的期段。卡公司將以真誠及謹慎行事的態度執行該訊息及/ 或指示而毋須再向持卡人作進一步確認。除明顯錯誤外，任何該訊息及/ 或指示將視為確實及對持卡人具約束力。

#### 12. 信用卡之終止與停用

- 持卡人隨時可向卡公司發出不少於 14 天前書面通知終止信用卡；惟儘管信用卡已被終止，持卡人仍須負責一切透過使用信用卡所進行之交易，直至全數付清帳戶內一切欠款（不論有否過帳至帳戶亦然）為止。
- 如獲發附屬卡，附屬卡持卡人隨時可向卡公司發出不少於 14 天前書面通知終止其附屬卡，而主卡持卡人隨時可向卡公司發出不少於 14 天前書面通知終止主卡及/ 或任何或有附屬卡。於主卡終止後，據其發出的所有附屬卡將即時終止。儘管有關主卡及附屬卡已告終止，主卡持卡人仍需負責一切透過使用主卡及所有附屬卡所進行之交易，而每名附屬卡持卡人只需負責一切透過使用其附屬卡進行之交易。
- 卡公司可隨時終止任何信用卡之持卡人合約，而毋須預先通知持卡人或向持卡人申述理由。在不影響前文所載的一般原則下，卡公司有權將信用卡列入註銷名單或通報中，而毋須預先通知而終止持卡人合約；屆時，使用信用卡的權利將被撤銷。

12.4 在持卡人或卡公司終止本合約後，持卡人須將信用卡交還或促使信用卡交還予卡公司。儘管本合約已終止，但在信用卡交還之前，持卡人仍須繼續對使用信用卡及據此記帳之一切收費承擔責任。除非直至卡公司終止信用卡或信用卡已交還予卡公司，否則任何終止信用卡之要求均屬無效。

- 卡公司隨時可暫停、取消或終止信用卡及/ 或其提供的任何服務及/ 或不批准其提供的任何擬進行之交易，而毋須通知及申述理由。
- 卡公司有權按聲稱持卡人者發出的任何口頭或書面指示行事。對於卡公司採取有關行動而令持卡人直接或間接蒙受或引致的任何性質的損失或損害，卡公司毋須向持卡人承擔責任。
- 如卡公司對聲稱持卡人者發出的任何口頭或書面指示的真確性有所懷疑，則卡公司有權（絕對酌情決定）拒絕接受有關指引。對於卡公司拒絕指示而令持卡人直接或間接蒙受或引致的任何性質的損失或損害，卡公司毋須向持卡人承擔責任。
- 對於有關暫停、取消、終止或不批准事宜而令持卡人直接或間接蒙受或引致的任何性質的損失或損害，卡公司毋須承擔責任。
- 信用卡於任何時間均屬卡公司所有。持卡人須於收到要求後立即無條件地將信用卡交還或促使信用卡交還予卡公司。
- 倘卡公司已全數清償或同意清償持卡人租用或購買的任何貨物及/ 或服務的款項，而持卡人同意透過信用卡，按分期付款方式，將有關貨物及/ 或服務的全部或部分租金或購買付給卡公司，則當時一切未清償分期欠款，將在基於任何理由終止信用卡之後視作到期，並需即時向卡公司全數付清。於信用卡終止後，持卡人須即時終止任何及所有與任何第三方於終止日期之前認可或訂立關於定期/ 經常以信用卡支付款項的安排。

#### 13. 抵銷權利

- 持卡人不可撤銷地授權卡公司，可隨時及不時將持卡人於卡公司的所有或任何戶口合併，以抵銷持卡人所欠卡公司的欠款，而毋須預先通知。
- 如發出附屬卡，卡公司：
  - 可用主卡持卡人在卡公司開立的任何其他戶口的實方餘額，抵銷帳戶內任何及所有附屬卡持卡人所欠卡公司欠款的任何借方餘額；及
  - 只可用附屬卡持卡人在卡公司開立的任何其他其戶口的實方餘額，抵銷帳戶內該附屬卡持卡人所欠卡公司欠款的任何借方餘額。
- 附屬卡持卡人只須對該附屬卡持卡人所欠卡公司的帳戶結欠承擔責任（但毋須承擔主卡持卡人或其他附屬卡持卡人的責任）。然而，附屬卡持卡人可（自行決定）清償主卡持卡人及/ 或其他附屬卡持卡人所欠的帳戶結欠。所有附屬卡持卡人同意及確認，任何附屬卡持卡人作出任何超越

該附屬卡持卡人所欠卡公司的帳戶結欠的款項，應不可撤銷地被視作自願付款，以清償主卡持卡人及/ 或其他附屬卡持卡人所欠的帳戶結欠，並按卡公司不時絕對酌情決定的先後次序及優先次序清償。

#### 14. 授權扣帳

持卡人確認所欠卡公司的欠款可以不同形式償還。持卡人不可撤銷地授權及指示中國銀行有限公司澳門分行及大豐銀行有限公司「（銀行）」，全體及各自行將持卡人於銀行持有的戶口（不論屬單獨或與其他人士仕職名持有，亦不論款項是否已到期或已到期應付）的結餘或其部份款項扣帳及付予卡公司，以償還持卡人對卡公司根據本合約的欠款，而毋須預先通知持卡人。持卡人同意卡公司可向銀行披露上述授權及指示，持卡人將在其合理能力範圍內作出及簽署或安排作出及簽署每一需要的行動、文件或事情，以執行上述授權及指示，並支付費用。持卡人亦同意銀行依據此第 14 條行事，毋須為引致持卡人損失承擔責任，而卡公司亦毋須為銀行依據此第 14 條行事而產生的任何透支利息及/ 或手續費承擔責任。

#### 15. 持卡人對代收帳款費用與法律開支所負責任

15.1 在毋須向持卡人作出預先通知的情況下，卡公司有權委任代收帳款的機構及/ 或展開法律程序，向持卡人收取及/ 或追收任何本合約所載不時所欠卡公司的欠款。在適用法例及規則的規限下，卡公司毋須對此等機構或其職員所作出的任何作為、行為、遺漏或疏忽承擔責任（不論關乎合約或侵權行為）。

15.2 持卡人須就以下各項向卡公司作出彌償：

- 卡公司在追討持卡人因本合約所欠卡公司之欠款而合理地引致的一切法律費用及開支；及
  - 卡公司委托代收帳款機構而合理地引致之一切費用及開支，惟可向持卡人收回的代收帳款費用總額，在一般情況下不會超過持卡人須負責支付未清償帳戶總結欠的 30%。

#### 16. 自動櫃員機與其他服務

- 持卡人於自動櫃員機、售點終端機或其他裝置（統稱為「電子裝置」）使用信用卡作現金透支或進行其他交易，須受本合約及有關任何其他通過信用卡提供的服務的條款及條件所規管。
- 若使用信用卡於任何電子裝置進行的交易未能完成（不論任何原因），或任何電子裝置或信用卡失靈及/ 或失效，卡公司概不對持卡人承擔任何責任。

16.3 儘管本文載有任何相反規定，持卡人必須對涉及任何人於任何電子裝置使用信用卡的所有交易負上絕對責任，不論：

- 該使用是否得到持卡人授權或批准；
  - 持卡人於有關時間是否得悉該使用；
  - 該使用是否違背持卡人的意願；
  - 使用是否基於或涉及一切人士的任何違法行為，包括（但不限於）非法暴力或威脅使用非法暴力，或刑事恐嚇，或任何形式的詐騙；或

或

- 持卡人是否已經就信用卡的遺失或被竊，或任何上述的違法行為，而通知卡公司或任何執法機構。

持卡人須就有關交易而引致的任何損失、損害、索償及責任，以及一切合理費用及支出向卡公司作出彌償。

16.4 持卡人不得將其私人密碼告知他人或供他人使用。

#### 17. 交易記錄

- 卡公司所存一切有關使用信用卡之交易記錄（包括在任何自動櫃員機的運作記錄），均為該等運作的確證，並對持卡人具約束力。
- 個人資料與帳戶資料**
- 持卡人確認已收受、閱讀及明白不時由卡公司及其某些相關實體發出的資料政策通告，或以任何名稱發出有關個人資料的使用、披露及轉移的一般政策的任何其他文件（可經不時修訂）「（資料政策通告）」，並同意受其內容所約束。資料政策通告最新文本可於卡公司澳門辦事處、中國銀行股份有限公司澳門分行或大豐銀行索取或於卡公司網站(網址 www.bochk.com/creditcard/macau/) 瀏覽。
- 持卡人授權卡公司按照資料政策通告，使用卡公司擁有有關持卡人及/ 或帳戶的任何資料。
- 持卡人授權卡公司，可聯絡任何資料來源以取得有關帳戶運作所需的資料。卡公司進一步獲得持卡人授權，將此等資料與持卡人提供的資料進行比對，以作查核用途或用以產生更多資料。持卡人亦同意卡公司在有需要時將比對結果用作對持卡人採取適當行動，無論此等行動會否對持卡人不利。
- 卡公司須遵照任何適用的法律及規則使用一切持卡人的個人資料。
- 倘持卡人在信用卡之申請表格所載的資料有任何轉變包括（但不限於）就業或業務及住址或通訊地址的轉變，持卡人須即時書面通知卡公司。
- 如持卡人去世，持卡人的遺產代理人須即時通知卡公司。

- 卡公司會對有關持卡人的資料保密，惟除非不同意為法律所禁止，否則持卡人同意卡公司將有關持卡人的任何資料轉移及披露至卡公司之控股公司、分行、附屬公司、代表辦事處、附屬成員及代理人及由卡公司或上述任何一方所挑選的任何第三方（包括任何網絡、交易所及結算所）(各「受讓人」)，不論其所在地，以作出保密的目的（包括用於資料處理、統計、信貸及風險分析的目的）。卡公司及任何受讓人可按香港或任何海外司法管轄區之任何法律、法院、監管機構或法律程序將任何該等資料轉移及披露予任何人士。此第 7 款在受資料政策通告的規限下將適用於持卡人。
- 持卡人同意持卡人的資料被轉移至澳門以外的其他司法管轄區，並同意由第三方代表卡公司在澳門境內或境外使用、處理及儲存持卡人的資料。卡公司將與第三方訂立合約，以採取合理的謹慎措施為持卡人的資料保密，並遵守、符合本地的法律及規則。本地及海外的監管及司法機構可在若干情況下取用持卡人的資料。
- 持卡人確認及同意由卡公司向持卡人提供的有關交易/ 服務的若干服務、操作及處理程序，可不時由卡公司外判至卡公司的區域或全球處理中心、控股公司、分行、附屬公司、代表辦事處、附屬成員及代理人及由卡公司或上述任何一方所挑選的任何第三方，不論其所在地，而此等服務供應商可不時為、及就其執行之服務及程序獲取有關持卡人及/ 或帳戶及/ 或卡公司向持卡人提供的交易和服務的資料。

#### 19. 通知

- 持卡人根據本合約所發出的任何通知，必須以書面寄往卡公司於澳門南灣大馬路 517 號南通商業大廈 11 樓 B 座的地址。
- 在不影響其他通訊方式的情況下，持卡人將在下列情況下被視為已收悉任何月結單、通知、繳費通知書或其他通訊：
  - 已在卡公司澳門辦事處張貼 3 個營業日；
  - 在一份澳門報章刊登的 3 個營業日後；
  - 在卡公司網站刊登；
  - 留交於持卡人在卡公司記錄中的任何地址，或郵寄予該地址 48 小時後；(或如屬香港或澳門以外地址則為 7 日後)；
  - 以電子郵件、訊息或圖文傳真發送往持卡人在卡公司記錄中的電郵地址、設備或圖文傳真號碼；或
  - 當透過電話或以其他口頭通訊轉達時（包括留下話音訊息）。

即使郵件被退還（如屬郵寄），或持卡人已身故或喪失能力。「營業日」指卡公司在澳門開門營業的日子，不包括週日及公眾假期。

#### 20. 修訂

- 卡公司可不時（酌情決定）修改本合約的任何條款及條件及/ 或收費表，惟於對持卡人費用、收費及責任或義務有所影響的任何修改條款及條件生效之前，卡公司將發出通知，若有關修改是在卡公司控制範圍以外則不在此限。
- 若於本合約的條款或收費表或收費表的任何修改生效日期後，持卡人依然保留或繼續使用信用卡，將構成持卡人接受有關修改。
- 若持卡人並不接受卡公司的建議修改，持卡人只可按照第 12.1 條或 12.2 條（視乎情況而定）終止信用卡。
- 倘持卡人於合理時限內，根據第 20.3 條終止信用卡，如信用卡的年費或其他定期費用可分開區別，而所涉金額並非微不足道，則卡公司可（酌情決定）按比例退還信用卡的年費或其他定期費用。

#### 21. 法律與司法管轄權

21.1 本合約受香港法律管轄，並依照香港法律詮釋。持卡人不可撤銷地接受香港法院的非專有司法管轄權管轄。

#### 22. 雜項

- 本合約備有中、英文兩個版本。如兩個版本的詮釋中有所抵觸或偏差，則以英文版本為準。
- 倘本合約的任何條款及條件於任何時間變為違法、無效或不可強制執行，則其餘條款及條件皆不會因而受影響或損害。
- 本合約對持卡人的每名承繼人、遺產代理人及合法代表持卡人行事之人均具約束力。
- 即使卡公司並不採取行動或遺漏或延遲行使或強制執行本合約任何條款及條件所載的任何權利，亦不會構成放棄有關權利，而單項或局部行使任何權利或行使任何權利時有不妥之處，並不妨礙另行或進一步行使有關權利，亦不妨礙行使任何其他權利。

- 持卡人不可轉讓本合約所載的持卡人權利及/ 或義務。卡公司可將本合約所載的任何卡公司權利及義務轉讓予任何第三方。



**BOC Credit Card (International) Ltd.**  
**USER AGREEMENT**

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

**1. Interpretation**

1.1 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 the Cardholder to which the Charges shall be debited;

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

"Additional Cardholder" means any person to whom and in whose name an Additional Card is issued;

"ATM" means any automatic teller machine in operation in the JETCO, PLUS and/or CIRRUS Networks and such other networks as from time to time announced by the Company;

"Card" means any VISA credit card/MasterCard credit card issued by the Company and includes Main Card and Additional Card and any renewal or replacement Card;

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

"Charges" means the aggregate value or amount of all purchase of goods and/or services and/or cash advances effected by the use of the Card and all relevant fees, charges, interest, costs and expenses in connection therewith;

"Fees Schedule" means the schedule 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;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China; "Macau" means the Macau Special Administrative Region of the People's Republic of China;

"Main Card" means a Card issued by the Company to a Main Cardholder to which one or more Additional Cards are issued thereto;

"Main Cardholder" means any person to whom and in whose name a Main Card is issued;

"New Transaction" means in relation to a Statement, a transaction by which the Cardholder has incurred any Charges through the use of the Card, occurring:-

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

"PIN" means in relation to a Card, the personal identification number of the Cardholder required to gain access to services provided by the Company from time to time through the Card.

1.2 In this Agreement, words denoting the singular shall include the plural and vice versa and reference to one gender shall include all genders, unless the context otherwise requires.

1.3 Any reference to the Company shall where the context permits or requires be deemed to include a reference to its successors and assigns.

**2. Issue of Cards**

2.1 The Company may (in its discretion) issue one or more of the Cards to the Cardholder subject to the terms and conditions of this Agreement.

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

2.3 Immediately upon receipt of the Card from the Company, the Cardholder shall:-

- sign the Card on the space provided; and
- sign and return to the Company any acknowledgement of receipt of such card or otherwise activate such Card in accordance with the instructions of the Company.

2.4 The signature of the Cardholder on the Card, or the use or activation of the Card by the Cardholder shall constitute conclusive evidence of the Cardholder's acceptance of and agreement to be bound by the terms and conditions of this Agreement.

2.5 A renewal Card shall normally be issued at least 30 days' prior to the expiry date of a Card. Unless written notice of termination of the Card is received by the Company within such 30 days' period, the renewal Card shall be deemed to have been received by the Cardholder by the expiry date. By activating or using the renewal Card or continuing to use the Card after its expiry date, the Cardholder shall be deemed to have accepted the renewal Card.

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

**3. Use of the Card**

3.1 Use of the Card is restricted exclusively to the Cardholder for bona fide purchase of goods and/or services and/or cash advances only and the Cardholder shall not use the Card for any other purposes, in particular any illegal purposes including without limitation payment for any illegal transaction.

3.2 The Cardholder shall not transfer the Card to any person or allow any person to use the Card or pledge the Card as security for whatever purposes.

**4. Credit Limit**

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

4.2 The Cardholder shall strictly observe the credit limit and cash advance limit imposed by the Company from time to time and shall not use the Card in excess of such credit limit and/or cash advance limit. Breach of this Clause 4.2 shall not in any way reduce or discharge the liability of the Cardholder for payment of any Charge arising as a

result of such breach and the Company shall be entitled to charge a handling fee at the rate as set out in the Fees Schedule.

4.3 The Cardholder shall forthwith pay to the Company any amount in excess of such credit limit upon receipt of demand from the Company.

4.4 The Company shall be entitled to charge a handling fee at the rates as set out in the Fees Schedule on each cash advance made available to the Cardholder.

**5. Account Statement and Payment**

5.1 The Company shall send a statement of account to the Cardholder on a monthly or other periodic basis ("Statement") showing, inter alia, the balance in the Account as at the end of the statement period specified therein ("Current Balance"), the minimum payment due from the Cardholder in respect of any Current Balance which is outstanding and due from the Cardholder ("Minimum Payment") and specifying a payment due date ("Due Date"), except where there is no New Transaction since the last statement.

5.2 Unless the Company receives within 60 days from the date of the Statement a notification in writing from the Cardholder to the contrary, the Company shall be entitled to treat all transactions shown on the Statement as correct.

5.3 Any Current Balance which is outstanding and due from the Cardholder shall be payable immediately upon receipt of the Statement.

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

5.5 If no payment or payment of less than the Minimum Payment is received by the Company on or before the relevant Due Date, then in addition to the interest payable on the unpaid balance pursuant to Clause 5.4, a late charge as set out in the Fees Schedule shall be charged, which shall be debited to the Account on the Next Statement Date.

5.6 All payment made to the Company pursuant to this Agreement shall be made in base currency of the Card subject to the Company's discretion to accept payment in other currencies. Charges which are effected in currencies other than base currency of the Card may be debited to the Account after conversion into base currency of the Card at a rate determined by the Company. Should the Company accept payment rendered in currencies other than base currency of the Card, such payment may be credited into the Account after conversion into 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 Fees Schedule, which conversion fee shall be debited to the Account. Where payment is made by means of a bank draft or any other similar instrument, only such amount net of all collection, administrative or handling fees for processing such bank draft or instrument will be credited into the Account.

5.7 Payment received from the Cardholder shall be applied towards repayment of the balance of the Account in the following order or in such other order as the Company may in its absolute discretion determine from time to time:-

- all interest, fees and charges;
- monthly instalment amounts;
- outstanding principal amount of transactions.

5.8 Where an Additional Card(s) is/are issued, payment made by a Main Cardholder shall be appropriated towards payment of the respective sums of moneys due from the Main Cardholder and from the Additional Cardholder(s) in such order and priority as the Company may in its absolute discretion determine from time to time.

5.9 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.

5.10 The Account may be debited even though the Charges were incurred (without limitation) by (i) telephone, fax, mail order or direct debit authorization, or (ii) the use of a Card over the internet, at an ATM, merchant establishment or financial institution's point of sales terminal (including contactless card sensor), credit card payphone or any other facility permitting use of the Card without the execution of a sales draft or the signature of the Cardholder. A Cardholder's failure to sign any sales draft or cash advance voucher will not relieve the Cardholder from liability to the Company in respect thereof.

**6. Fees and Charges and Interest Rates**

6.1 All fees, charges and interests payable by the Cardholder under this Agreement are more particularly set out in and shall be paid according to the Fees Schedule.

6.2 The Company may from time to time (in its discretion) revise the Fees Schedule in accordance with Clause 20. Copies of the current Fees Schedule are available on request from Macau Office of the Company, Bank of China Limited Macau Branch/Tai Fung Bank Ltd. and on the Company's web site at [www.bochk.com/creditcard/macau/](http://www.bochk.com/creditcard/macau/). Where an Additional Card(s) is/are issued, the Company may (in its absolute discretion) treat any or all fees, charges and/or interests arising out of the use of any Additional Card as though the same were incurred by the Main Cardholder to all intents and purposes.

**Cardholder's Obligations and Liabilities**

7.1 The Cardholder shall take reasonable care of the Card and the PIN and keep the Card safely under his/her personal control and the PIN secret. Without limiting the generality of the foregoing, the Cardholder must take the following measures to keep the Card safe and the PIN secret to prevent fraud:-

- keep any record of the PIN separate from the Card;
- destroy the original printed copy of the PIN;
- never write down the PIN on the Card or on anything usually kept with or near it;
- never write down or record the PIN without disguising it;
- never use any easily accessible personal information as the PIN; and
- use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by the Company.

7.2 Upon the occurrence of any of the following events, the Cardholder shall report as soon as reasonably practicable to the Company by phone to the 24-hour hotline number (853) 8988-9933 or (852)2544-2222 of the Company (or such other number from time to time notified to the Cardholder) and thereafter confirm the same in writing within 24 hours or such other period as the Company may prescribe from time to time;

- loss and/or theft of the Card;
- unauthorized use of the Card and/or the PIN;
- disclosure of the PIN to any unauthorized person;
- suspicion of any counterfeit card bearing the same number as the Card or purported to be issued under the Account; and/or
- any suspected unauthorized use of the Card and/or the PIN and/or disclosure of the PIN.

7.3 Without prejudice to the obligations under Clause 7.2, the Cardholder shall report the relevant event to the police and shall submit to the Company satisfactory documentary evidence of such police report as soon as reasonably practicable.

7.4 The Company shall be entitled to act on any instruction (whether oral or in writing) purportedly given by the Cardholder and any action so taken by the Company shall not render the Company liable to the Cardholder or otherwise discharge any liability of the Cardholder.

7.5 Notwithstanding anything contained herein to the contrary, the Cardholder shall repay to the Company immediately upon demand from the Company:

- the outstanding balance of the Account;
- all Charges in respect of the transactions effected by the use of the Card but not debited to the Account; and
- all fees and charges payable by the Cardholder to the Company under this Agreement.

**8. Unauthorized Transactions**

8.1 The Cardholder shall examine his/her Statement carefully and report any unauthorized transactions in the Statement to the Company within 60 days from the date of the Statement.

8.2 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 the Cardholder.

8.3 In the event that the Cardholder shall have informed the Company of any unauthorized transaction before the Due Date and payment of the disputed amount has been withheld over the investigation period, the Company reserves the right to re-impose any fees, charges and/or interest on the disputed amount over the period commencing from the date of transaction (or such later date as the Company may in its absolute discretion determine from time to time) until full payment of the disputed amount together with all related fees, charges and/or interest if such dispute made by the Cardholder shall subsequently be proved to be unfounded.

**9. Cardholder's Liabilities for Unauthorized Transaction**

9.1 Provided that the Cardholder has acted in good faith and with due care (including taking the precautions under Clause 7.1 and reporting loss, theft and/or unauthorized use of the Card in accordance with Clause 7.2), the Cardholder shall not be responsible for the loss and damage incurred:

- in the event of misuse when the Card has not been received by the Cardholder;
- for any unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card;
- when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and
- when transactions are made through the use of counterfeit cards.

9.2 Subject to Clause 9.3 and provided that the Cardholder has acted in good faith and with due care (including taking the precautions under Clause 7.1 and reporting loss, theft and/or unauthorized use of the Card in accordance with Clause 7.2), the liability of the Cardholder for loss, theft or unauthorized use of the Card shall not exceed the maximum from time to time prescribed by the applicable law or regulatory directive.

9.3 Notwithstanding anything contained herein to the contrary, the Cardholder shall be fully liable for all loss and damage arising out of or in connection with the loss, theft and/or unauthorized use of the Card if the Cardholder has acted fraudulently or with gross negligence, or has failed to comply with Clauses 7.1 or 7.2 or take reasonable precautions to prevent such loss, theft and/or unauthorized use of the Card, or if the unauthorized use of the Card involves the use of the Cardholder's PIN with or without the Cardholder's knowledge, and the Cardholder agrees 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.

**10. Liabilities of Main and Additional Cardholders**

10.1 The Main Cardholder shall (jointly and severally with the Additional Cardholders) be liable to the Company for any and all transactions effected and/or liabilities incurred by the Additional Cardholders and/or through the use of the Additional Cards.

10.2 An Additional 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 Card.

**11. Limitation on Liabilities**

11.1 Under no circumstances shall the Company be responsible for any direct loss and liability which the Cardholder may suffer or incur as a result of or otherwise relating to any use, misuse or malfunction of the Card or other devices provided by the Company, any Card services offered by the Company or any goods and services obtained by the Cardholder through the use of the Card, subject however to the provisions under Clause 9.1 and except to the extent that any such loss and liability is attributable to the fraud, gross negligence or wilful default on the part of the Company.

11.2 The Company accepts no responsibility for the refusal of any merchant establishment (including any financial institution) to honour the Card or for any goods and services supplied to the Cardholder.

11.3 The Company also reserves the right to refuse in its absolute discretion any charge to the Account requested by any merchant establishment or financial institution. Any claim or dispute the Cardholder may have against or with any merchant establishment or financial institution shall be resolved directly between the Cardholder and such merchant establishment or financial institution and in no circumstances shall such claim or dispute relieve the Cardholder of his/her obligations to the Company hereunder.

11.4 The Company shall not be obliged to credit the Account with refunds made by any merchant establishment or financial institution until such refunds together with the relevant credit voucher issued in such form as shall be acceptable to the Company have been received by the Company.

11.5 The Company shall not be responsible for any delay in or any error, failure or malfunction of any computer system or other equipment employed by the Company in the course of performing its obligations hereunder or providing any Card services to the Cardholder to the extent that it is attributable to any cause beyond the Company's reasonable control.

11.6 Notwithstanding anything herein to the contrary, the Company shall not be responsible for any indirect, consequential or incidental loss or loss of profit or opportunities or other types of loss or damage whatsoever which the Cardholder or any third party may suffer or incur, whether directly or indirectly and howsoever arising.

11.7 In the course of providing the Card services, the Company may communicate with or seek instructions from the Cardholder through telephone, facsimile, internet or such other method as the Company may from time to time determine. In this connection, the Cardholder hereby consents to the Company taking record of any such communication and/or instructions by such means and retain it for such period as it considers appropriate. The Company shall in good faith and with due care give effect to such communication and/or instructions without requiring further confirmation from the Cardholder. Any such communication and/or instructions shall, in the absence of manifest error, be conclusive and binding on the Cardholder.

**12. Termination and Suspension of the Card**

12.1 The Cardholder may at any time terminate the Card by giving not less than 14 days' prior written notice to the Company provided that the Cardholder shall remain liable for all transactions effected through the use of the Card notwithstanding such termination until all sums due under the Account (whether or not posted to the Account) are paid in full.

12.2 Where an Additional Cards is/are issued, an Additional Cardholder may terminate his/her Additional Card and the Main Cardholder may terminate the Main Card and/or any or all Additional Cards at any time by giving not less than 14 days' prior written notice to the Company. Upon the termination of the Main Card, all Additional Card(s) issued thereto shall be automatically terminated forthwith. Notwithstanding any such termination, the Main Cardholder shall remain liable for all transactions effected through the use of the Main Card and all the Additional Cards and each Additional Cardholder shall remain liable for all transactions effected through the use of his/her Additional Card only.

12.3 The Company may terminate this Agreement in respect of any Card at any time without prior notice or giving any reason to the Cardholder. Without limiting the generality of the foregoing, the Company is entitled to terminate this Agreement by listing the Card in its cancellation list or bulletin without notice whereupon the right to use the Card shall be revoked.

12.4 Upon termination of this Agreement (whether by the Cardholder or the Company), the Cardholder shall surrender or procure the surrender of the Card to the Company. Until the Card is surrendered, the Cardholder shall continue to be liable for the use of the Card and for all Charges pursuant to such use notwithstanding termination of this Agreement. No request to terminate a Card shall be effective unless and until such Card is terminated by or returned to the Company.

12.5 The Company may at any time without notice suspend, cancel or terminate the Card and/or any services thereby offered and/or disapprove any transaction proposed to be effected thereby and may not give any reason.

12.6 The Company shall be entitled to act on any instruction whether oral or in writing purportedly given by the Cardholder and the Company shall not be liable to the Cardholder for any loss or damage of whatever nature which the Cardholder may suffer or incur whether directly or indirectly as a result of such action of the Company.

12.7 The Company shall have the right at its absolute discretion to refuse any instruction whether oral or in writing purportedly given by the Cardholder if the Company is in doubt of the authenticity of such instruction and the Company shall not be liable to the Cardholder for any loss or damage of whatever nature which the Cardholder may suffer or incur whether directly or indirectly as a result of such refusal by the Company.

12.8 The Company shall not be liable for any loss or damage of whatever nature suffered or incurred by the Cardholder whether directly or indirectly as a result of such suspension, cancellation, termination or disapproval.

12.9 The Card shall at any time remain the property of the Company. The Cardholder shall unconditionally and immediately upon demand surrender or procure to be surrendered the Card to the Company.

12.10 In the event that the Company has fully settled or agreed to settle the payment for any goods and/or services hired or purchased by the Cardholder and the Cardholder agrees to pay the hire or purchase price (whether in whole or in part) of the goods and/or services to the Company by instalments through the Card, all the then outstanding instalments shall become due and payable immediately upon the termination of the Card for any reason whatsoever. Upon the termination of the Card, the Cardholder shall forthwith terminate any and all arrangements which are authorized or set up prior to the date of termination with any third party for regular/ recurring payments charged or debited to the Card.

**13. Rights of Set-off**

13.1 The Cardholder hereby irrevocably authorizes the Company at any time and from time to time to combine and set off all or any of the accounts of Cardholder with the Company without prior notice to the Cardholder.

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

- set off the credit balance in any other account of the Main Cardholder with the Company against the debit balance of the Account due from any and all Additional Cardholders to the Company; and
- only set off the credit balance in any other account of an Additional Cardholder with the Company against the debit balance of the account due from such Additional Cardholder to the Company.

13.3 An Additional Cardholder shall be liable only for the balance of the Account due from him/her to the Company (but not those of the Main Cardholder or other Additional Cardholders). However, an Additional Cardholder may (at its option) settle the balances of the Account due from the Main Cardholder and/or other Additional Cardholders. It is hereby agreed and confirmed by all Additional

Cardholders that any payment made by an Additional Cardholder in excess of the balance of the Account due from him/her to the Company shall be irrevocably deemed to be voluntary payment to settle (in whole or in part) the balances of the Account due from the Main Cardholder and/or other Additional Cardholders, in such order and priority as the Company may in its absolute discretion determine from time to time.

**14. Debit Authorization**

The Cardholder acknowledges that liabilities of the Cardholder to the Company hereunder may be settled in a variety of ways. The Cardholder hereby irrevocably authorizes and instructs each of the Bank of China Limited Macau Branch and Tai Fung Bank Limited (the "Banks") with which he/she may have account(s) to debit and pay to the Company the full amount or part thereof standing to the credit of such account(s) (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of any liability of the Cardholder to the Company hereunder without prior notice to the Cardholder upon request of the Company. The Cardholder agrees that the Company may disclose the aforesaid authorization and instruction to the Banks and the Cardholder shall, at his/her own costs, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within his/her power to implement this authorization and instruction. The Cardholder further agrees that any of the Banks acting in reliance upon this Clause 14 shall not be liable for any loss suffered by the Cardholder and the Company shall not be liable for any overdraft interest and/or handling charges arising out of any of the Banks acting in reliance upon this Clause 14.

**15. Cardholder's Liabilities for Collection Costs and Legal Expenses**

15.1 The Company is entitled to appoint debt collection agencies and/or institute legal proceedings, at any time without prior notice to the Cardholder, to collect and/or recover any amount from time to time due to the Company under this Agreement. Subject to the applicable laws and regulations, the Company shall not be liable (whether in contract or tort) for any act, conduct, omission or negligence of such agencies or any of their employees.

15.2 The Cardholder shall indemnify the Company in respect of:

- all legal costs and expenses reasonably incurred by the Company in seeking to enforce payment of the debts due from the Cardholder to the Company under this Agreement; and
- all costs and expenses reasonably incurred by the Company in connection with the appointment of debt collection agencies provided that the total collection costs recoverable against the Cardholder hereunder shall in normal circumstances not exceed 30% of the aggregate outstanding balance of the Account for the payment of which the Cardholder is responsible.

**16. ATM and Other Facilities**

16.1 Where the Card is used with any ATM, point of sale terminals or other devices (collectively "Electronic Devices") to effect cash advance or other transactions, the Cardholder's use of the Card shall be subject to this Agreement in addition to any other terms and conditions which may govern any other services provided through the Card.

16.2 The Company shall not be liable to the Cardholder should any transaction involving the use of the Card at any Electronic Devices be not effected for any reason whatsoever or should there be any malfunction and/or failure of the Card or any Electronic Devices.

16.3 Notwithstanding anything contained herein to the contrary, the Cardholder shall be absolutely responsible for all transactions involving the use of the Card at any Electronic Devices by any person whomsoever, whether or not:-

- such use is authorized or otherwise approved by the Cardholder;
- the Cardholder is at the material time aware of such use;
- such use is against the wish of the Cardholder;
- such use is the result of or otherwise involves any criminal activity whatsoever including (without limitation) illegitimate violence or threat of imminent illegitimate violence, criminal intimidation, or deception in any form, on the part of any person whomsoever; or
- the Cardholder has notified the Company or any law enforcement agency of any loss or theft of the Card, or of any criminal activity hereinbefore referred to.

The Cardholder shall indemnify the Company against all losses, damages, claims and liabilities and all reasonable costs and expenses reasonably incurred by the Company in connection with or arising out of such use.

16.4 The Cardholder shall not disclose his PIN to any person or allow it to be used by any person.

**17. Transaction Record**

17.1 The Company's record of all transactions effected by the use of the Card (including use at any ATM) shall be conclusive evidence of such use and shall be binding on the Cardholder for all purposes.

**18. Personal Data and Account Information**

18.1 The Cardholder hereby acknowledges that the Cardholder has received, read and understood the contents of the Data Policy Notice or such other document(s) issued under whatever name from time to time by the Company and certain of its related entities relating to their general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time) ("DPN") and agrees that the contents of the DPN shall be binding on the Cardholder. Copies of the current version of the DPN are available at the Macau Office of the Company, Bank of China Limited Macau Branch/Tai Fung Bank Ltd. or on the website of the Company at [www.bochk.com/creditcard/macau/](http://www.bochk.com/creditcard/macau/).

18.2 The Cardholder hereby authorizes the Company to use any information it may have concerning the Cardholder and/or the Account in accordance with the DPN.

18.3 The Cardholder hereby also authorizes the Company to contact any information source for information the Company may require to operate the Account. The Company is further authorized by the Cardholder to compare such information with the information provided by the Cardholder for checking or to produce more data. The Cardholder hereby also consents that the Company may, if necessary, use the results of such comparisons for the taking of appropriate action against the Cardholder regardless of whether such action may be adverse to his/her interest.

18.4 The Company shall use all personal data of the Cardholder in compliance with any applicable laws and regulations.

18.5 The Cardholder shall notify the Company promptly in writing of any change in the information provided to the Company in the application form pursuant to which the Card is issued including but not limited to any change of employment or business and of residential or correspondence address.

18.6 The personal representative(s) of the Cardholder shall promptly notify the Company in writing of the death of the Cardholder.

18.7 The Company will treat information relating to the Cardholder as confidential, but unless consent is prohibited by law, the Cardholder consents to the transfer and disclosure by the Company of any information relating to the Cardholder to and between the holding companies, branches, subsidiaries, representative offices, affiliates and agents of the Company and any third parties (including any networks, exchanges and clearing houses) selected by the Company or any of them (each a "transferee"), wherever situated, for confidential use (including for data processing, statistical, credit and risk analysis purposes). The Company and any of the transferees may transfer and disclose any such information to any person as required by any law, court, regulator or legal process in Hong Kong or any relevant overseas jurisdictions. This sub-clause 7 shall apply to the Cardholder subject to the DPN.

18.8 The Cardholder consents to the Cardholder's information being transferred to another jurisdiction outside Macau and being used, processed and stored in or outside Macau by third parties on behalf of the Company. The Company will contract with the third parties to take reasonable care to keep the Cardholder's information confidential and to observe, in conformity with local laws and regulations. Local and overseas regulatory and judicial authorities may in certain circumstances have access to the Cardholder's information.

18.9 The Cardholder acknowledges and agrees that some services, operational and processing procedures relating to the transactions/services provided by the Company to the Cardholder may from time to time be outsourced by the Company to regional or global processing centers, holding companies, branches, subsidiaries, representative offices, affiliates and agents of the Company and third parties selected by the Company or any of them, wherever situated, and these service providers may from time to time be given access to information relating to the Cardholder and/or the Account and/or the transactions and services provided by the Company to the Cardholder for the purpose of or in relation to the services and procedures they perform.

**19. Notice**

19.1 Any notice given by the Cardholder hereunder shall be given in writing and delivered to the Company at its address at Avenida Praia Grande No.517, Edf. Com. Nam Tung 11-B, Macau.

19.2 Without affecting other methods of communication, any statement, notice, demand or other communications are deemed to be received by the Cardholder:

- on posting for 3 Business Days in Macau Office of the Company;
- 3 Business Days after publication as an advertisement in a Macau newspaper;
- when posted on the website of the Company;
- when left at any of the address of the Cardholder on the Company's record, or 48 hours after mailing to such address or 7 days if the address is not in Hong Kong or Macau;
- when sent by electronic mail or message or facsimile to any of email address or equipment or facsimile number of the Cardholder on the Company's record; or
- when communicated including by leaving a voice message, if by telephone or other oral communication.

notwithstanding return through the post (in the case of a mailing), or the death or incapacity of the Cardholder. "Business Day" means a day on which the Company are open for business in Macau other than Sunday and public holiday.

**20. Amendment**

20.1 The Company may (in its discretion) from time to time change any of the terms and conditions of this Agreement and/or the Fees Schedule provided that the Company shall give the Cardholder notice before any change of the terms and conditions which affect fees and charges and the liabilities or obligations of the Cardholder takes effect, unless such changes are beyond the Company's control.

20.2 Retention or continued use of the Card after the effective date of any change of the terms and conditions of this Agreement and/or the Fees Schedule shall constitute the Cardholder's acceptance of such changes.

20.3 If the Cardholder does not accept the proposed change by the Company, the only recourse available to the Cardholder is to terminate the Card in accordance with Clauses 12.1 or 12.2 (as the case may be).

20.4 Where a Cardholder terminates his/her Card pursuant to Clause 20.3 within reasonable time, the Company may (in its discretion) repay the 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.

**21. Law and Jurisdiction**

21.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Cardholder irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

**22. Miscellaneous**

22.1 This Agreement is written in both English and Chinese. In case of conflict or deviation in interpretation, the English version shall prevail.

22.2 If at any time any provision hereof becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

22.3 This Agreement shall be binding on each successor, personal representative and person lawfully acting on behalf of the Cardholder.