中銀信用卡(國際)有限公司

中銀銀聯雙幣商務卡持卡人合約

中銀信用卡(國際)有限公司(「卡公司」)及中國銀行 股份有限公司澳門分行(「銀行」),以本持卡人合約「(本 合約)」下列條款及條件發出信用卡(詳見下文釋義)

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**」指由卡公司開立及維持,並用作記入收費 之澳門幣帳戶或人民幣帳戶,包括總帳及支帳(視 乎文意所指者而定)

「**申請人」**(除另有訂明外)指個人、獨資經營商號、 合夥商號、公司或其他任何形式的實體(不論是否 具有法人地位),在其要求下在其提名的持卡人獲 卡公司發給一張或多張信用卡

「自動櫃員機」 指聯網或卡公司不時公佈的其他聯 網使用的任何自動櫃員機

「信用卡」指卡公司在申請人及其提名之持卡人共 同要求下,發給該持卡人之任何雙幣商務卡,包括 信用卡之任何續發新卡或補發卡

「**持卡人**」指任何以其名義獲卡公司發出信用卡之

「**收費**」指所有使用信用卡購買貨物及/或服務及/ 或作現金诱支之全部總值或金額,以及所有有關之 費用、收費、利息、訴訟費及開支

「**人民幣**」指人民幣,中華人民共和國之法定貨幣; 「**人民幣帳戶**」指由卡公司以持卡人名義開立及維 持,並為根據本合約使用信用卡作人民幣提存記錄 **之人民幣帳戶** 「**銀聯**」指中國銀聯股份有限公司,一所於中華人

民共和國成立之股份有限責任公司,並於中華人民 共和國上海設有總部

「**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 「**澳門幣**」指澳門元,澳門之法定貨幣;

「澳門幣帳戶」指由卡公司以持卡人名義開立及維 持,並為根據本合約使用信用卡作澳門幣提存記錄

「銀通」指銀聯通寶有限公司,一間根據香港法律 成立的有限公司

「**中國內地**」指中華人民共和國任何部份,但不包 括香港、澳門特別行政區及台灣地區

「總帳」指由卡公司以申請人名義開立及維持,並 用作記入使用由卡公司根據申請人提出之申請而發 出之所有信用卡所產生或有關之所有收費之澳門幣 帳戶或人民幣帳戶

「**聯網**」指貼有銀聯不時採用的標記的自動櫃員機 及該等由卡公司不時指定的自動櫃員機聯網 **「新交易」**就一份結單而言,指持卡人透過使用信用

卡引致任何收費的交易,而該交易於以下時間發生: (a) 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

「私人密碼」就信用卡而言,指持卡人透過信用卡 獲取卡公司不時提供服務所需的個人識別密碼;及 「**支帳**」指由卡公司為每名持卡人開立及維持,並 用作記入該持卡人之信用卡所產生或有關之所有收 費之總帳附屬澳門幣帳戶或總帳附屬人民幣帳戶。 1.2 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。 1.3 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

信用卡之發出 2.1

於申請人及申請人提名之持卡人共同提出申請,並 獲得卡公司(酌情決定)批准後,卡公司可按照本 合約的條款及條件向該持卡人發出一張或多張信用 卡。在卡公司批准該等申請後,卡公司將為申請人 設立及維持一個總帳,並在發卡予每名持卡人時為 該持卡人設立一個支帳,該支帳將用作入帳及/或

2.2 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 <u>按照卡公司的指示,簽署信用卡之確認收妥</u> 回條並交回卡公司或根據卡公司指示的其他 方式使信用卡生效。

2.3 持卡人於信用卡上簽署或使用信用卡或使信用卡生 效,將構成申請人及持卡人一致接受本合約的條款 及條件並同意受其約束之確證。

2.4 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。 持卡人使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。

2.5 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。就在

任何其他國家或中國內地使用信用卡進行的信用卡 交易,持卡人亦須遵守不時在該國家或中國內地實

施的所有法律及規定。 3.2 申請人及持卡人均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

3.3 信用卡是以澳門幣和人民幣為貨幣單位,並只供持 卡人在中國內地、澳門及卡公司不時指定的地方於 使用銀聯銷售點終端機或與之連接的商戶或財務機 構用於真誠地購買貨物及/或服務及/或於自動櫃 員機或銀行櫃位作現金透支之用及卡公司不時提供 的其他信用卡設施或服務。

3.4 所有以澳門幣進行的信用卡交易收費將記入澳門幣 帳戶內。所有以澳門幣及人民幣以外的貨幣進行的 信用卡交易收費均會參考銀聯於折算當日釐定的匯 率折算為澳門幣,加上卡公司按收費表收取的手續 費(若適用),記入澳門幣帳戶內。

3.5 除第 3.6 條所述的情況下,所有以人民幣為貨幣單 位的信用卡交易收費,將記入人民幣帳戶內。

3.6 由於清算安排,某些以人民幣為貨幣單位的信用卡交 易,或因商戶或財務機構以澳門幣處理有關信用卡 的交易,包括但不限於經由銀通自動櫃員機進行的 提取現金的收費,其收費將可能記入澳門幣帳戶內。

4. 信用限額

4.1 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/或現金透支限額及/或 <u>每日現金透支限額。</u>如在申請人要求下發出多張信 用卡,持卡人可各自獲得獨立信用額及/或現金透 支限額及/或每日現金透支限額,或按卡公司(絕 對酌情)不時決定之比例共用任何信用限額。

4.2 持卡人須嚴格遵從卡公司不時釐定的信用限額、現 <u>金透支限額及每日現金透支限額,並在使用信用卡</u> 時不得超越該信用限額及/或現金透支限額及/或 每日現金透支限額。持卡人及申請人均不會因違反 第 4.2 條而得以減低或免除其對於因違反此條款所 <u>引致任何收費的付款責任,卡公司並有權按收費表</u> <u>列載的收費率收取手續費。</u>

4.3 於收到卡公司要求後,持卡人及申請人須即時向卡 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。

帳戶結單與付款方法

5.1 就每個支帳而言,卡公司將每月或定期向有關持卡 <u>人寄發帳戶結單 (「結單」),列明(其中包括)截</u> 至結單上所述月結單最後一日的該支帳結欠(澳門 幣帳戶及人民幣帳戶)(「結欠金額」)及到期付款 日(「到期付款日」),但若該支帳沒有任何結欠金 <u>額及自上一張結單起沒有任何新交易或其他交易除</u> 外。就總帳而言,卡公司將每月或定期向申請人寄 發全部持卡人結單的複印本或副本或(按卡公司決 定)全部持卡人結單的綜合帳戶結單(「申請人結 單一)。在本合約中,「結單」一詞指(就持卡人而 言)持卡人結單及(就申請人而言)申請人結單。 凡提述「結單」、「結欠金額」及「到期付款日」 等詞,應按此詮釋。

5.2 除非卡公司於結單日期起計 60 天內收到持卡人或 申請人(視乎情況而定)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。

5.3 於接獲結單後,須即時支付已到期付款給卡公司之 結欠金額。

<u>若卡公司在到期付款日或之前收到結欠金額,持卡</u> <u>人則毋須就該結欠金額支付利息。</u>

5.5 若卡公司在到期付款日或之前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:

<u>該等尚未償還款項由結單日起計;及</u> 每一宗新交易之金額由該宗新交易之日期起 <u>計按日計算之基本利息 (「基本利息」) ,直</u> <u>至清還全部欠款為止。所有利息將按月或定</u> 期記入帳戶。

5.6 如卡公司(絕對酌情決定)容許在到期付款日以前 作出少於結欠金額的付款,前述第 5.1 及 5.5 條的 規定應不適用,並分別以下列規定代替

<u>就每個支帳而言,卡公司將每月或定期向有關持卡</u> <u>人寄發帳戶結單 (「結單」), 列明 (其中包括) 截</u> 至結單上所述月結單最後一日的該支帳結欠(澳門 幣帳戶及人民幣帳戶)(「結欠金額」),持卡人就 <u>結欠金額之最低還款額(「最低還款額」)及到期付</u> <u>款日 (「到期付款日」) ,但若該支帳沒有任何結欠</u> 金額及目上一張結單起沒有仕何新交易或其他交易 <u>除外。</u>就總帳而言,卡公司將每月或定期向申請人 寄發全部持卡人結單的複印本或副本或(按卡公司 決定)全部持卡人結單的綜合帳戶結單(「申請人結 單」)。在本合約中,「結單」一詞指(就持卡人而 言)持卡人結單及(就申請人而言)申請人結單。 凡提述「結單」、「結欠金額」、「最低還款額」 及「到期付款日」等詞,應按此詮釋。

(a) <u>若卡公司在到期付款日或之前仍未收到</u>或僅 <u>收到少於結欠金額之付款,持卡人則須按收</u> <u>費表列載之息率(該息率於法庭裁決前後均為</u> 適用)支付:

> (i) 該等尚未償還款項由結單日起計;及 (ii) 每一宗新交易之金額由該宗新交易之日

> 按日計算之基本利息(「基本利息」),直至 清還全部欠款為止。所有利息將按月或定期 記入帳戶。

(b) 若卡公司在到期付款日仍未收到或收到少於 最低還款額之付款,則除須根據第 5.5(a) 條 支付的基本利息外,持卡人亦須支付按收費 表列載之逾期收費 (「逾期費用」)。逾期費

用將於下一結單日記入帳戶。

若卡公司在六張連續結單的到期付款日或之 前未能收到不少於最低還款額之付款兩次或 以上(「逾期情況」),除基本利息及逾期收費 <u>外,持卡人則須就下列交易按收費表所列載之</u> 逾期還款利率(該利率於法庭裁決前後均為適 <u>用)(「逾期還款利率」)按日支付逾期利息</u>

該等尚未償還款項,由發生逾期情況後 發出的結單日之第二日起計(「相關日 <u>期」);及</u>

相關日期後的每一宗新交易之金額,由 <u>該宗新交易之交易日起計</u>

直至逾期情況停止後發出第一張月結單的結 <u>單日期為止。就本條而言,在緊接逾期情況</u> 發生後的結單前的六張結單中,如卡公司在 <u>到期付款日或之前未能收到最低還款額之付</u> 款不超過一次,逾期情況將被視為終止。所 <u>有持卡人帳戶生效的優惠利率將於逾期還款</u> <u>利率生效時暫停,並會在逾期還款利率停止</u> <u>適用後再次生效。</u>

5.7 持卡人支付任何款項的日期須被視為卡公司實際收 訖即可提用款項的當日。倘以銀行本票或任何其他 同類票據付款,則只會將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

5.8 所有根據本合約繳交給卡公司以清還澳門幣帳戶之 <u>款項,須以澳門幣支付,但卡公司有權酌情接受其</u> <u>他貨幣之付款。如卡公司接受非澳門幣付款,該付</u> 款可根據卡公司釐定的匯率折算為澳門幣後記入澳 門幣帳戶, 而卡公司有權按收費表收取兑換費(若 適用),並記入澳門幣帳戶。在受第 5.12 條規限的 <u>情況下,清還澳門幣帳戶後的超額款項,不可用作</u> 繳交人民幣帳戶內的未付結欠。

<u>所有根據本合約繳交給卡公司以清還人民幣帳戶之</u> <u>款項,須以人民幣支付,但卡公司有權酌情接受其</u> 他貨幣之付款。如卡公司接受非人民幣付款,該付 款可根據卡公司釐定的匯率折算為人民幣後記入人 <u>民幣帳戶,而卡公司有權按收費表收取兑換費(若</u> 適用),並記入人民幣帳戶。若現金付款的金額高 於收款機構訂定之任何最高限額,該收款機構有權 就該付款收取行政或手續費。在受第 5.12 條規限的 <u>情況下,清還人民幣帳戶後的超額款項,不可用作</u> <u>繳交澳門幣帳戶內的未付結欠。</u>

5.10 <u>從持卡人收到之付款,將按以下先後次序或卡公司</u> 不時絕對酌情決定之其他先後次序用於償還其支帳

(a) 現金透支的利息;

零售消費的利息;

<u>服務收費或費用</u> 超越限額手續費及逾期費用

現金透支的本金結欠;

<u>零售消費的本金結欠;</u> (f) <u>年費;及</u>

<u>收款費用、法律費用及就卡公司執行本協議</u> 5.11 如在申請人要求下發出多張信用卡,申請人所付的 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,用於支付持卡人所欠的款項。 5.12 卡公司有權(絕對酌情決定)拒絕接受任何超越帳 <u>戶結欠金額的款項存入帳戶。若帳戶內有任何溢餘</u> 款項,卡公司有權在帳戶出現結欠金額時將該超額 款項用以支付該結欠金額。

5.13 申請人及每名持卡人須共同及各別向卡公司負責還 清與該持卡人有關的支帳的全部未償還結欠,以及 <u>已產生或引致但未記入該支帳的任何收費。</u>

5.14 倘若在清還所有未付收費及卡公司向持卡人及/或 <u>申請人之申索後,帳戶仍然有任何結餘 (「結餘」),</u> 則卡公司可在任何時間主動或在合理時間內應持卡 人及/或申請人要求或於信用卡終止時向申請人退 還有關結餘。

5.15 澳門幣帳戶內的結餘,卡公司將以澳門幣退還。人 <u>民幣帳戶內的結餘,卡公司可按其獨有酌情權決定</u> 以澳門幣(必先按卡公司釐定的匯率由人民幣折算 至澳門幣)或人民幣於澳門境內其指定的地點及方 式退還。卡公司有權就每次退還結餘按收費表收取 手續費。

5.16 <u>所有收費,即使是(不限於)以(i)電話、傳真、郵</u> <u>遞訂購或直接扣帳授權方式作出,或 (ii) 在互聯網</u> <u>商戶或財務機構售點終端機、信用卡繳款電話或准</u> 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 <u>免除持卡人就此對卡公司應負之責任。</u>

費用、收費及息率

6.1 持卡人及/或申請人根據本合約應付之一切費用、 <u>收費及利息,詳情已載於收費表內,並須按收費表</u>

6.2 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的澳門辦事處、 銀行索取及卡公司之網站(網址 www.boci.com.hk) 瀏覽。

持卡人義務與責任

<u>持卡人須採取合理措施,妥善保管信用卡及私人密</u> 7.1 <u>碼,亦須將私人密碼保密。在不影響前文所載的一</u> <u>般原則下,持卡人必須採取以下各項措施,確保信用</u> 卡安全及將私人密碼保密,藉此防止發生欺詐事件: (a) 私人密碼應與信用卡分開存放;

(b) <u>銷毀私人密碼通知書正本;</u>

<u>指引使用信用卡;及</u>

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,而不加掩藏;

切勿使用常用個人資料作為私人密碼; 按照卡公司不時發出的程序、指示及 / 或保安

<u>不得將其私人密碼告知他人或供他人使用。</u> 7.2 如發生以下事件,在切實可行的合理情況下,持 卡人及/或申請人須致電卡公司熱線 (853) 8988-

9933(辦公時間內)或 (852) 2544-2222(非辦公時

間內)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 (a) <u>信用卡及 / 或私人密碼遺失及 / 或被竊;</u>

未經授權使用信用卡及/或私人密碼;

<u>向未經授權人士披露私人密碼</u> 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

<u>及 / 或披露私人密碼。</u> 7.3 在不損及第 7.2 條所載的義務的情況下,持卡人及 <u>或申請人須將有關事件通知警方,並在合理及切實</u> <u>可行的情況下,盡快將報警事宜的有關文件證據提</u>

7.4 卡公司有權按聲稱持卡人及/或申請人者發出的任 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及/或申請 人承擔任何責任,亦不會因此解除持卡人及/或申 請人的任何責任

7.5 儘管本文載有任何相反規定,持卡人及申請人於收 <u>到卡公司要求後,須立即向卡公司支付下列各項:</u> (a) 帳戶之未清償結欠:

> (b) 使用信用卡進行交易有關而尚未記入帳戶的 <u>-切收費;及</u> 本合約所載持卡人應付給卡公司的一切費用

8. 未經授權交易

及收費。

8.1 持卡人及申請人須小心細閱結單,並須於結單日期 <u>起計 60 天內,將結單內任何未經授權的交易通知</u>

8.2 除卡公司控制範圍以外,卡公司須盡合理努力,於 收到持卡人及/或申請人通知未經授權的交易起計 90 天內完成有關調查。

8.3 倘持卡人及/或申請人於到期付款日之前將任何未 <u>經授權的交易通知卡公司,並於調查期內暫緩繳付</u> <u>爭議金額,則卡公司保留權利,可按收費表所列之</u> 收費率,對爭議金額重新收取由交易日期(或卡亞 <u>司不時絕對酌情決定的較後日期)至全數清償爭議</u> 金額為止期間的任何費用、收費及/或利息;如其 <u>後證實持卡人及/或申請人提出的爭議並無根據,</u> <u>亦可收取一切有關費用、收費及 / 或利息。</u>

持卡人對未經授權交易所負責任

9.1 <u>倘發生以下事件,而持卡人及申請人以</u> 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 <u>用卡),則持卡人及申請人毋須因下列情況而產生</u> 的損失及損害負責

> <u>持卡人及申請人未收到信用卡前,卡被誤用</u> <u>對持卡人及/或申請人在將信用卡遺失、被</u> <u>竊及/或被未經授權使用等情況正式通知卡</u> <u>公司後發生的任何未經授權交易</u>

終端機或其他系統發生的故障,引致持卡人 <u>蒙受損失及損害,惟若有關故障是明顯的,</u> <u>或已顯示故障信息或通告則除外;及</u> 交易是以偽造的信用卡進行的。

9.2 在受適用法律及規定規限的情況下,只要持卡人及 申請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 / <u>或未經授權使用信用卡)</u> (a) <u>持卡人及申請人不須對其在將信用卡遺失</u>

> <u>持卡人及申請人對其在將信用卡遺失、被竊</u> 或被未經授權使用等情況(使用信用卡 / 私 人密碼進行現金透支的情況除外)正式通知 <u>卡公司之前發生的任何未經授權交易所負的</u> <u>責任,將不會超過由適用法律或規定指引不</u>

被竊及 / 或被未經授權使用等情況正式通知

<u>卡公司後發生的任何未經授權交易負上任何</u>

<u>時指定之最高限額;及</u> 持卡人及申請人須對其在將信用卡 / 私人密 碼遺失、被竊及 / 或被未經授權使用等情況 正式通知卡公司之前使用信用卡 / 私人密碼 進行的所有未經授權的現金透支負責。

9.3 儘管本文載有任何相反規定,若持卡人及申請人信 <u>用卡之遺失、被竊及 / 或被未經授權使用是由於持</u> <u>卡人或申請人有欺詐行為或嚴重疏忽,或未能遵照</u> <u>第 7.1 條或第 7.2 條之規定,或未能採取合理防範</u> 措施防止信用卡遺失、被竊及/或未經授權使用信 <u>用卡,或有關未經授權使用信用卡涉及在持卡人等</u> 情或不知情下使用持卡人的私人密碼,或如持卡人 及/或申請人沒有在合理可行的情況下盡快將信用 卡 / 私人密碼的遺失、被竊及 / 或被未經授權使用 <u>等情況向卡公司報告(在此情況下,持卡人及申請</u> <u>人須共同及各別對卡公司在收到持卡人或申請人就</u> 上述信用卡 / 私人密碼的遺失、被竊及 / 或被未經 授權使用等情況報告之前因而產生的一切損失及損 <u>害負責)。持卡人及申請人同意共同及各別地就因</u> <u>而合理地引致的一切損失、損害、責任及一切合理</u> <u>費用及開支而向卡公司作出及保持作出全數彌償。</u> 10. 申請人與持卡人之責任

申請人須(與每名持卡人共同及各別)對透過使用 該持卡人的信用卡進行的任何及所有交易及/或引

<u>致的責任而向卡公司承擔責任。</u>

11.1 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,對於持卡人及/ 或申請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,或持卡人及/或申請人使用 信用卡而獲得的任何貨品及服務,卡公司將一概不

11.2 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及 / 或申請人提 供的貨物及服務,卡公司概不負責。

11.3 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。

11.4 任何持卡人及/或申請人針對任何商號或財務機構 作出的索償或爭議,應由持卡人及/或申請人與該 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及/或申請人須 向卡公司承擔的責任。

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

11.6 所有於卡公司向持卡人及/或申請人提供任何信用 卡服務時引致之延誤、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

11.7 儘管本文載有任何相反規定,對於持卡人、申請人 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,或其他種類的損失或損害,卡公司將一概不負

11.8 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 及/或申請人聯絡或索取指示。就此,持卡人及申 請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及/或申請人作進一步確 認。 除明顯錯誤外,任何該訊息及 / 或指示將視為 確實及對持卡人及/或申請人具約束力。

12. 信用卡之終止與停用

12.1 持卡人隨時可向卡公司發出不少於 14 天事前書面 通知終止該持卡人的信用卡,而申請人隨時可向卡 公司發出不少於 14 天事前書面通知終止任何或所 有信用卡。申請人隨時可向卡公司發出不少於 14 天事前書面通知終止總帳。在終止總帳後,將自動 終止總帳有關的所有支帳及所有相關信用卡。儘管 信用卡及有關帳戶已被終止,申請人及每名持卡人 仍須共同及各別負責一切透過使用該持卡人的信用 卡所進行的交易 12.2 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。為免引 起疑問,人民幣帳戶於澳門幣帳戶終止之時須視作 已終止,反之亦然。 12.3 <u>在持卡人、申請人或卡公司終止本合約後,持卡人</u>

及/或申請人須將信用卡交還或促使信用卡交還予 <u>卡公司。儘管本合約已終止,但在信用卡交還之前</u> <u>持卡人及申請人仍須繼續對使用信用卡及據此記帳</u> <u>之一切收費承擔責任。除非直至卡公司終止信用卡</u> <u>或信用卡已交還予卡公司,否則任何終止信用卡之</u> 要求均屬無效。

12.4 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。

12.5 卡公司有權按聲稱持卡人及 / 或申請人者發出的任 何口頭或書面指示行事。對於卡公司採取有關行動 而今持卡人及/或申請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及/ 或申請人承擔責任。

12.6 如卡公司對聲稱持卡人及或申請人者發出的任何口 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)拒絕接受有關指示。對於卡公司拒 絕指示而令持卡人及/或申請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 人及 / 或申請人承擔責任。

<u>12.7 對於有關暫停、取消、終止或不批准事宜而令持卡</u> 人及/或申請人直接或間接蒙受或引致的任何性質 <u>的損失或損害,卡公司毋須承擔責任。</u>

12.8 信用卡於任何時間均屬卡公司所有。持卡人及/或 申請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。

12.9 倘卡公司已全數清償或同意清償持卡人及/或申請 人租用或購買的任何貨物及/或服務的款項,而持 卡人及 / 或申請人同意透過信用卡,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 價付給卡公司,則冨時一切禾凊價分期欠款,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,持卡人及/ 或申請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

13.1 <u>申請人不可撤銷地授權卡公司,可隨時及不時將申</u> <u>請人於卡公司的總帳及其他戶口合併,以抵銷申請</u> <u>人所欠卡公司的欠款,而毋須預先通知申請人。</u> 13.2 <u>持卡人不可撤銷地授權卡公司,可隨時及不時將持</u>

<u>卡人於卡公司的支帳及其他戶口合併,以抵銷持卡</u>

人所欠卡公司的欠款,而毋須預先通知持卡人。 13.3 持卡人只須對其所欠卡公司的支帳結欠承擔責任(但毋須承擔總帳或其他持卡人的責任)。

14. 授權扣帳

14.1 申請人確認其所欠卡公司的欠款可以不同形式償 <u>還。申請人不可撤銷地授權及指示銀行,全體及各</u> <u>自在卡公司要求下將申請人於銀行持有的戶口(不</u> 論屬單獨或與其他人仕聯名持有,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 <u>付予卡公司,以償還申請人對卡公司根據本合約的</u> 欠款,而毋須預先通知申請人。申請人同意卡公司

<u>可向銀行披露上述授權及指示,申請人將在其合理</u> 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。申請人亦同意銀行依據此第 14.1 條行 <u>事,毋須為引致持卡人損失承擔責任,而卡公司亦</u> 毋須為銀行依據<u>此第 14.1 條行事而產生的任何透支</u> <u>利息及 / 或手續費承擔責任。</u>

14.2 持卡人確認其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每一間銀行全體 <u>及各自在卡公司要求下將持卡人於銀行持有的戶口</u> 不論屬單<u>獨或與其他人仕聯名持有,亦不論款項</u> <u>是否已到期或已到期應付)的結餘或其部份款項扣</u> 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 <u>公司可向銀行披露上述授權及指示,持卡人將在其</u> <u>合理能力範圍內作出及簽署或安排作出及簽署每一</u> <u>需要的行動、文件或事情,以執行上述授權及指示</u> <u>並支付費用。持卡人亦同意銀行依據此第 14.2 條行</u> <u>事,毋須為引致持卡人損失承擔責任,而卡公司亦</u> 毋須為銀行依據此第 14.2 條行事而產生的任何透支 <u>利息及 / 或手續費承擔責任。</u>

15. 對代收帳款費用與法律開支所負責任

15.1 <u>在毋須向持卡人及/或申請人作出預先通知的情況</u> <u>、,卡公司有權委任代收帳款的機構及/或展開法</u> 律程序,向持卡人及/或申請人收取及/或追收任 <u>何本合約所載不時所欠卡公司的欠款。在適用法例</u> <u>及規則的規限下,卡公司毋須對此等機構或其職員</u> 論關乎合約或侵權行為)。

15.2 申請人及每名持卡人須共同及各別就以下各項向卡 公司作出彌償

卡公司在追討持卡人及 / 或申請人因本合約所欠卡 <u>公司之欠款而合理地引致的一切法律費用及開支;</u>

(b) <u>卡公司委托代收帳款機構而合理地引致之一切費用</u>

及開支,惟可向持卡人及/或申請人收回的代收帳

款費用總額,在一般情況下不會超過該持卡人須負 責支付未清償帳戶總結欠的 30%。 16. 自動櫃員機與其他服務

16.1 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(包括但不限於「服務條 款」及「一般説明」)所規管。

16.2 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, 但如前述情況引起的損失及責任是由於卡公司的欺 詐、嚴重疏忽或故意失責行為所致則除外。

16.3 儘管本文載有任何相反規定,及除非本第 16.3 條所 述交易招致的損失及責任是由於卡公司的欺詐、嚴 重疏忽或故意失責行為所致,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

(a) 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 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

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

17. 交易紀鈞

17.1 卡公司所存一切有關使用信用卡之交易紀錄(包括 在任何自動櫃員機的運作紀錄),均為該等運作的 確證,並對持卡人及申請人具約束力。 18. 個人資料與帳戶資料

18.1 每名持卡人及申請人確認已收妥、閱讀及明白不時 由卡公司及其某些相關實體分別發出的資料政策通 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 料政策通告的最新文本可於卡公司的澳門辦事處、 銀行索取或於卡公司網站(網址 www.boci.com hk) 瀏覽。

18.2 每名持卡人及申請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、申請人、總帳及 或支帳的仕何貧料。持卡人亦授權卡公司冋申請人 披露任何有關持卡人的該等資料。

18.3 每名持卡人及申請人授權卡公司,可聯絡任何資料 來源以取得總帳及/或支帳運作所需的資料。卡公 司進一步獲得每名持卡人及申請人授權,將此等資 料與持卡人及/或申請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。每名持卡人及申 請人亦同意卡公司在有需要時將比對結果用作對持 卡人及 / 或申請人採取適當行動,無論此等行動會 否對持卡人及/或申請人不利。

18.4 倘每名持卡人及申請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)就業或業務及就 業、住所或通訊地址的轉變,持卡人須即時書面通 知卡公司。

18.5 如持卡人或申請人(如適用)去世,持卡人或申請 人(如適用)的遺產代理人須即時通知卡公司。

18.6 卡公司會對有關持卡人及/或申請人的資料保密 惟除非同意為法律所禁止,否則每名持卡人及申請 人同意卡公司將有關持卡人及/或申請人的任何資 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,以作出保密的用途(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 人可按澳門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 18.6 條在受資料政策通告的規 限下將適用於持卡人及申請人(若申請人為個人)。

18.7 每名持卡人及申請人同意持卡人及/或申請人的資 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 儲存持卡人及 / 或申請人的資料。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及 或申請人的資料保密,並遵守、符合本地的法律及 規則,以及私隱條例的規定。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及/或申請人 的資料。

18.8 每名持卡人及申請人確認及同意由卡公司向持卡人 及/或申請人提供的有關交易/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、申請人、總帳及/或支帳及/或 卡公司向持卡人及/或申請人提供的交易和服務的

18.9 申請人向卡公司聲明及保證已獲得其董事、股東 管理人員、建議擔保人或抵押品提供者及/或其他 有關人士 (「相關人士」) 的授權向卡公司提供其資 料,並已通知相關人士資料政策通告適用於每名相 關人士。倘申請人違反本聲明及保證,須就卡公司 因此而引起的所有申索、費用、罰款、損失及其他 虧損向卡公司作出彌償並保持卡公司不受損害。 18.10 就第 18.1、18.2 條而言,申請人僅限於個人。

19.1 持卡人及/或申請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。

19.2 在不影響其他通訊方式的情況下,持卡人及/或申 請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

(a) 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

留交於持卡人及/或申請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 屬海外地址則為7日後) 以電子郵件、訊息或圖文傳真發送往持卡人

及/或申請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),或持卡人及/或申請 人已身故或喪失能力。「營業日」指銀行在澳門開

門營業的日子,不包括週日及公眾假期。

20.1 卡公司可不時(酌情決定)修改本合約的任何條款 <u>及條件及/或收費表,惟於對持卡人及申請人的費</u> 用、收費及責任或義務有所影響的任何修改條款及 <u>條件生效之前,卡公司須向持卡人及申請人發出通</u> 知,若有關修改是在卡公司控制範圍以外則不在此

20.2 若於本合約的條款及條件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

成持卡人及申請人接受有關修改, 20.3 若持卡人及 / 或申請人並不接受卡公司的建議修改 持卡人及/或申請人只可按照第 12.1 條終止信用

20.4 倘持卡人及/或申請人於合理時限內按照第 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 本合約受澳門法律管轄,並依照澳門法律詮釋。持 卡人及申請人不可撤銷地接受澳門法院的非專有司 法管轄權管轄。

22.1 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。 22.2 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。 22.3 本合約對持卡人及申請人的每名承繼人、遺產代理 人及合法代表持卡人及申請人行事之人均具約束

22.4 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。

22.5 持卡人及申請人均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。

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BOC CUP DUAL CURRENCY COMMERCIAL CARD USER AGREEMENT

The Card(s) (as defined below) is/are issued by BOC Credit Card (International) Limited ("Company") and the Bank of China Limited Macau Branch (the "Bank") pursuant to the terms and conditions of this user agreement ("Agreement"):

Interpretation
Unless the context otherwise requires, the following

expressions shall have the following meanings in this "Account" means either the MOP Account or the CNY Account opened by and maintained with the Company to which the Charges shall be debited and includes Master Account and Sub-account as the context requires;

"Applicant" means, unless otherwise stated, an individual, a sole proprietorship, a partnership, a corporation or other form(s) of entity (whether incorporated or not) at whose request one or more of the Cards are issued by the Company to the Cardholder(s) nominated by such entity;

"ATM" means any automatic teller machine in operation

in the Network and such other networks as from time to time announced by the Company;

"Card" means any dual currency commercial card issued by the Company to a Cardholder nominated by the Applicant and at the joint request of the Applican and such Cardholder, and includes any renewal or replacement Card;

"Cardholder" means any person to whom and in whose name a Card is issued by the Company; "Charges" means the aggregate value or amount of all purchase of goods and/or services and/or cash advances

charges, interest, costs and expenses in connection therewith; "CNY" means Renminbi yuan, the lawful currency of the People's Republic of China;
"CNY Account" means any CNY account opened by and maintained with the Company for the purpose of

effected by the use of the Card and all relevant fees

recording debits and credits in CNY in respect of usage of the Card under this Agreement;
"CUP" means China UnionPay Company Limited a joint stock limited liability company incorporated in the People's Republic of China with headquarters in Shanghai, the People's Republic of China; "Fees Schedule" means the schedule setting out the applied foot sock advance headling foot lots obtain

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; "MOP" means Macau dollars, the lawful currency of Macau:

"MOP Account" means any MOP account opened by and maintained with the Company for the purpose of recording debits and credits in MOP in respect of usage of the Card under this Agreement;
"JETCO" means Joint Electronic Teller Services Limited,

a company incorporated under the laws of Hong Kong;
"Mainland China" means any part of the People's Republic of China but excluding Hong Kong, the Macau Special Administrative Region and Taiwan; "Master Account" means either the MOP Account or the CNY Account opened by and maintained with the

Company under the name of the Applicant to which al Charges arising out of or in connection with the use of a Cards issued by the Company on the application of the Applicant shall be debited; **Network**" means the network of ATMs bearing the logo from time to time adopted by CUP and such othe

network of ATMs from time to time designated by the '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") which the last transaction as shown in that atement was effected by the use of the Card: or at any time before the Relevant Time, the Charges n respect of which have not as of the date of tha nent been debited to the Account and shown

n 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; and

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

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 Any reference to the Company shall where the context

permits or requires be deemed to include a reference to its successors and assigns. Issue of Cards
Upon the joint application of the Applicant and a

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

Immediately upon receipt of the Card from the Company,

2.2

the Cardholder shall:

(a) sign the Card on the space provided; and
(b) sign and return to the Company any

otherwise activate such Card in accordance with the instructions of the Company.

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

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

Use of the Card Use of the Card is restricted exclusively to the Cardholder for bona fide purchase of goods and/or services and/ or cash advances only and the Cardholder shall not use the Card for any other purposes, in particular any illegal purposes including without limitation payment for any illegal transaction. The Cardholder and the Applicant shall also observe all the laws and regulations from time to

time in operation in any other country or Mainland China

in relation to any transaction conducted with the Card in such other country or Mainland China. Neither the Cardholder nor the Applicant may transfer the

Card to any person or allow any person to use the Card or pledge the Card as security for whatever purposes. The Card is denominated in both MOP and CNY and valid for use by the Cardholder in Mainland China, Macau and such other places from time to time designated by the Company for bona fide purchase of goods and/ or services in merchant establishments or financial institutions which are using and connected to CUP's poin of sales system and/or cash advance effected at an ATM or a bank counter and such other credit card facilities or ervices as the Company may from time to time provide

All Charges incurred in all card transactions effected by the use of the Card in MOP shall be posted into the MOP Account. All Charges incurred in all card transactions effected by the use of the Card in currencies other than MOP or CNY shall be posted into the MOP Account after conversion into MOP at the prevailing rate of exchange determined by reference to the rate of exchange adopted. by CUP on the date of conversion plus a handling fee (i cable) charged by the Company as set out in the ees Schedule.

Subject always to Clause 3.6, Charges incurred in all card transactions effected by the use of the Card in CNY shall be posted into the CNY Account.

Charges incurred in certain card transactions effected by the use of the Card in CNY may be posted to the MOP Account due to the settlement arrangement if the card transactions are processed by the merchant establishments or financial institutions in MOP, including but not limited to Charges incurred through cash advances in CNY effected at the JETCO ATM. Credit Limit

The Company may from time to time (in its discretion) determine the credit limit and/or cash advance limit and/or daily cash advance limit in respect of any Card issued by the Company to the Cardholder. Where more than one Cards are issued at the request of the Applicant, the Cardholders may be subject to generate and independent Cardholders may be subject to separate and independent credit limits and/or cash advance limit and/ or daily cash advance limit or may share any credit limits in such proportion as the Company may (in its absolute discretion) from time to time determine.

The Cardholder shall strictly observe the credit limit and cash advance limit and the daily 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 and/or daily cash advance limit. Breach of this Clause 4.2 shall not in any way reduce or discharge the liability of the Cardholder and the Applicant for payment of any Charge arising as a result of such brea and the Company shall be entitled to charge a handling fee at the rate as set out in the Fees Schedule. The Cardholder and the Applicant shall forthwith pay to the Company any amount in excess of such credit limit upon receipt of demand from the Company.

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

Account Statement and Payment

In relation to each Sub-account, the Company shall send a statement of account to the Cardholder concerned on a monthly or other periodic basis ("Cardholder Statement") showing, inter alia, the balance in such Sub-account (both the MOP Account and CNY Account) as at the end of the statement period specified therein ("Current Balance") and specifying a payment due date ("Due Date"), except where there is no outstanding debit balance in the Sub-account and there is no New Transaction or other transaction since the last statement. In relation to the Master Account, the Company shall send duplicate or copies of all Cardholder Statements or at the Company's option a consolidated statement of account of al Cardholder Statements to the Applicant on a monthly or other periodic basis ("Applicant Statement"). The term Statement" in this Agreement shall mean, in relation to a Cardholder, the Cardholder Statement and, in relation to the Applicant, the Applicant Statement. Any reference to the terms "Statement", "Current Balance" and "Due Date" shall be construed accordingly.

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

Any Current Balance which is outstanding and due to the Company shall be payable immediately upon receipt of

npany shall be payable immediately upon receipt of 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

rrent Balance. f no payment or payment of less than the Current Balance is received by the Company on or before the <u>Due Date, basic interest at a rate as set out in the Fees</u> Schedule (which shall apply before as well as after judgment)("Basic Interest") shall be charged on: the unpaid balance from the date of the Statement;

the amount of each New Transaction from the date of that New Transaction on a daily basis until the Company's receipt of payment in full. All Basic Interest charged shall be debited to the Account on a monthly or other periodic basis.

5.6 Where the Company allows (in its absolute discretion) payment of less than the Current Balance on or before the Due Date, the foregoing Clauses 5.1 and 5.5 shall not apply and shall be respectively replaced by the following

5.1
In relation to each Sub-account, the Company shall send a statement of account to the Cardholder concerned on a monthly or other periodic basis ("Cardholder Statement") showing, inter alia, the balance in such Sub-account (both the MOP Account and CNY 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 outstanding debit balance in the Sub-account and there is no New Transaction or other transaction since there is no New Transaction or other transaction since the last statement. In relation to the Master Account, the the last statement. In relation to the Master Account, the Company shall send duplicate or copies of all Cardholder Statements or at the Company's option a consolidated statement of account of all Cardholder Statements to the Applicant on a monthly or other periodic basis ("Applicant Statement"). The term "Statement" in this Agreement shall mean, in relation to a Cardholder, the Cardholder Statement and, in relation to the Applicant, the Applicant Statement. Any reference to the terms "Statement". "Current Balance", "Minimum Payment" and "Due Date" shall be construed accordingly.

If no payment or payment of less than the Current Balance is received by the Company on or before the Due Date, basic interest at a rate as set out in the Fees Schedule (which shall apply before as well as after judgment) ("Basic Interest") shall be <u>charged on:</u>

the unpaid balance from the date of the Statement; and the amount of each New Transaction from the date of that New Transaction on a daily basis until the Company's receipt of payment in full. All Basic Interest charged shall be debited to the Account on a monthly or other periodic basis.

or other periodic basis.

If no payment or payment of less than the Minimum Payment is received by the Company on or before the Due Date, in addition to the Basic Interest

pursuant to Clause 5.5(a), a late charge as set out in the Fees Schedule shall be charged, which shall be debited to the Account on the date of the next Statement ("Late Charge"). If no payment or payment of less than the Minimum Payment is received by the Company on or before the relevant Due Date on two or more occasions in respect of 6 consecutive Statements ("Triggering") Event"), in addition to the Basic Interest and the Late Charge, overdue interest at a rate set out in the Fees Schedule (which shall apply before as well as after judgment) ("Overdue Interest Rate")

be charged on:
the unpaid balance from the day next
following the date of the Statement first
issued after the occurrence of the Triggering
Event ("Relevant Date"): and
the amount of each New Transaction after
the Relevant Date from the date of that
New Transaction on a daily basis until the
Statement Date of the Statement first issued
after cessation of the Triggering Event. For
this purpose, a Triggering Event is deemed
to have ceased where, reckoning from a
Statement issued after its occurrence, there
is not more than one occasion in respect <u>s not more than one occasion in respe</u> of the 6 immediately preceding state on which no payment or payment of less than the Minimum Payment is received by the Company on or before the relevant Due Date. All preferential interest rates applicable to the Account will be suspended until such time as the Overdue Interest Rate ceases to

5.7 All payment made by the Cardholder shall be deemed be made on the date on which immediately available fund is actually received by the Company. Where payment is made by means of a bank draft or any other similar instrument, only such amount net of all collection

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.

All payment made to the Company pursuant to this Agreement to settle the MOP Account shall be made in MOP subject to the Company's discretion to accept payment in other currencies. Should the Company accept payment rendered in currencies other than MOP. accept payment rendered in currencies other than MOP, such payment may be credited into the MOP Account after conversion into MOP at a rate determined by the Company which may be subject to the payment of a 5.9

Company which may be subject to the payment of a conversion fee (if applicable) as set out in the Fees Schedule, which conversion fee shall be debited to the MOP Account. Any excess payment in settlement of MOP Account shall not be used to settle outstanding balance in CNY Account subject to Clause 5.12.

All payment made to the Company pursuant to this Agreement to settle the CNY Account shall be made in CNY subject to the Company's discretion to accept payment in other currencies. Should the Company accept payment rendered in currencies other than CNY, such payment may be credited into the CNY Account after conversion into CNY at a rate determined by the Company which may be subject to the payment of a conversion fee (if applicable) as set out in the Fees conversion fee (if applicable) as set out in the Fees Schedule, which conversion fee shall be debited to the Account. Cash payment made in excess of any maximum limit specified by the receiving institution may be subject to an administration or handling fee imposed by that institution. Any excess payment in settlement of CNY Account shall not be used to settle outstanding balance in MOP Account subject to Clause 5.12.

Payment received from the Cardholder shall be applied

towards repayment of the balance of his/her Sub-account <u>n the following order or in such other order as the</u> mpany may in its absolute discretion determine from time to time:-

interest in respect of cash advance; interest in respect of retail spending; service fees or charges;
overlimit handling fees and overdue fees;
principal balance in respect of cash advance;
principal balance in respect of retail spending;
annual fee, and annual fee; and collection fee and legal costs and expenses incurred by the Company for enforcing this

Agreement.
Where more than one Cards are issued at the request the Applicant, payment made by the Applicant shall be appropriated towards payment of the respective sums of moneys due from the Cardholders in such order and priority as the Company may in its absolute discretion determine from the terms of the company may be such as the company may be suc

rmine from time to time The Company shall have the right (in its absolute discretion) to refuse the payment of any sum of money into any Account in excess of the Current Balance of that Account. In the event there is any excess fund in any Account, the Company shall be entitled but not obliged to apply the same towards repayment of any outstanding

to apply the same towards repayment of any outstanding balance of the other Account as and when it arises. The Applicant and each Cardholder shall be jointly and severally liable to the Company to settle the entire outstanding balance in the Sub-account which relates to that Cardholder and any Charge effected or incurred but not then debited to that Sub-account. If after settlement of all outstanding Charges and any claims by the Company against the Cardholders and/or the Applicant there exists any credit balance in the Account ("Credit Balance"), the Company may at any time on its own volition or shall within reasonable time either

on its own volition or shall within reasonable time either upon request of the Cardholder and/or the Applicant or upon termination of the Card refund the Credit Balance to

the Applicant.

For Credit Balance in MOP Account, the Company shall refund the Credit Balance in MOP. For Credit Balance in CNY Account, the Company has sole discretion to refund to the Cardholder either in MOP (converted from CNY at a rate of exchange determined by the Company) or CNY and in such manner and at such locations in Macau as the Company may determine. The Company is entitled to charge a handling fee as set out in the Fees Schedule for each refund.

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, 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 called draft or cash advance yourcher will not relieve sales draft or cash advance voucher will not relieve <u>ne Cardholder from liability to the Company in respec</u>

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

Fees Schedule.
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 the Macau office of the Company and on the Company's web site at www.boci.com.hk.
Cardholder's Obligations and Liabilities
The Cardholder shall take reasonable care of the Card and the PIN and keep the Card safely under his/her personal control and the PIN secret. Without limiting the generality of the foregoing, the Cardholder must take the following measures to keep the Card safe and the PIN secret to prevent fraud:

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 (d)

never use any easily accessible personal information as the PIN: use the Card in accordance with the procedures.

instructions and/or security guidelines from time to time issued by the Company; and never disclose his/her PIN to any person or allow it (g) to be used by any person.

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

loss and/or theft of the Card and/or the PIN; 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

(e) under the Account; and/or any suspected unauthorized use of the Card and/or the PIN and/or disclosure of the PIN.

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

The Company shall be entitled to act on any instruction

(whether oral or in writing) purportedly given by the Cardholder and/or the Applicant and any action so taken by the Company shall not render the Company liable to the Cardholder and/or the Applicant or otherwise discharge any liability of the Cardholder and/or the

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

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 and the Applicant to the Company under this

Agreement.
Unauthorized Transactions The Cardholder and the Applicant shall examine the

Statement carefully and report any unauthorized transactions in the Statement to the Company within 60 days from the date of the Statement.

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 and/or the Applicant.

In the event that the Cardholder and/or the Applicant 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 at the rates as set out in the Fees Schedule over the period commencing from the date of transaction (or such 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 and/or the Applicant shall subsequently be proved to be

<u>umounded.</u> Cardholder's Liabilities for Unauthorized Transaction Provided that the Cardholder and the Applicant have acted in good faith and with due care (including taking the precautions under Clause 7.1 and reporting loss, theft

the precautions under Clause 7.1 and reporting loss, their and/or unauthorized use of the Card in accordance with Clause 7.2), the Cardholder and the Applicant shall not be responsible for the loss and damage incurred:

(a) in the event of misuse when the Card has not been received by the Cardholder and the Applicant;

(b) for any unauthorized transactions made after the Cardholder and/or the Applicant have duly notified the Company of the loss, theft and/or unauthorized use of the Card;

(c) when faults have occurred in the terminals, or

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 disclaring and display; and when transactions are made through the use of counterfeit cards.

Subject to applicable laws and regulations and provided that the Cardholder and the Applicant have acted in good faith and with due care (including taking the precautions under Clause 7.1 and reporting loss, theft and/or unauthorized use of the Card in accordance with Clause 7.2):

the Cardholder shall not be liable for any unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card; the liability of the Cardholder and the Applicant the liability of the Cardholder and the Applicant for any unauthorized transactions (other than cash advances effected by the use of the Cardholder or the Applicant has duly notified the Company of the 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; and the Cardholder and the Applicant shall be liable for all unauthorized cash advances effected by the

for all unauthorized cash advances effected by the use of the Card/PIN before the Cardholder or the Applicant has duly notified the Company of the loss, theft and/or unauthorized use of the Card/PIN before the Cardholder or the Applicant has duly notified the Company of the loss, theft and/or unauthorized use of the Card/PIN before the Cardholder or th

PIN.

Notwithstanding anything contained herein to the contrary, the Cardholder and the Applicant 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 or the Applicant has acted fraudulently or with gross negligence, or has failed to comply with Clause 7.1 or 7.2 or take reasonable precautions to prevent such loss, theft and/or unauthorized use of the Card involves the use of the Cardholder's PIN with or without the Cardholder's knowledge, or if the Cardholder and/or unauthorized use of the Card/PIN to the Company as soon as reasonably practicable (in which case the Cardholder and the Applicant shall be jointly and severally liable for all such loss and damage before the Company receives the Cardholder's or the Applicant's report of such loss, theft and/or unauthorized use of the Card/PIN) and the Cardholder and the Applicant agree to jointly and severally indemnified against all losses, damages, liabilities and all reasonable costs and expenses reasonably fully indemnified against all losses, damages, liabilities and all reasonable costs and expenses reasonably incurred as a result thereof.

Liabilities of the Applicant and the Cardholder

10. The Applicant shall (jointly and severally with each Cardholder) be liable to the Company for any and all transactions effected and/or liabilities incurred by he Cardholder through the use of the Card of such

Limitation on Liabilities Under no circumstance shall the Company be responsible for any direct loss and liability which the Cardholder and/or the Applicant may suffer or incur as a result of or otherwise relating to any use, misuse 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 and/or the Applicant through the use of the Card, subject however

to the provisions under Clause 9.1 and except to the extent that any such loss and liability is attributable to the fraud, gross negligence or willful default on the part of the

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 and/or the Applicant.
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.

by any merchant establishment or financial institution

Any claim or dispute the Cardholder and/or the Applicant may have against or with any merchant establishment or financial institution shall be resolved directly between the Cardholder and/or the Applicant and such merchant establishment or financial institution and in no circumstance shall such claim or dispute relieve the Cardholder and/or the Applicant of their obligations to the ompany hereunder. 11.5 The Company shall not be obliged to credit the Account

with refunds made by any merchant establishment or financial institution until such refunds together with the relevant credit voucher issued in such form as shall be acceptable to the Company have been received by the 11.6 The Company shall not be responsible for any delay

in or any error, failure or malfunction of any computer system or other equipment employed by the Company in the course of performing its obligations hereunder or providing any Card services to the Cardholder and/or the Applicant to the extent that it is attributable to any cause beyond the Company's reasonable control.

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

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

Termination and Suspension of the Card A Cardholder may terminate his/her Card and the Applicant may terminate any or all Cards at any time 12.1 by giving not less than 14 days' prior written notice to the Company. The Applicant may terminate the Master Account at any time by giving not less than 14 days' prior written notice to the Company. Upon the termination of the Master Account, all Sub-account(s) thereunder and all related Card(s) shall be automatically terminated forthwith. Notwithstanding any such termination, the Applicant and each Cardholder shall remain jointly and severally liable for all transactions effected through the

use of the Card of such Cardholder.
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 ard shall be revoked. For the avoidance of doubt, the CNY Account shall be deemed to be terminated upon nination of the MOP Account, and vice versa.

termination of the MOP Account, and vice versa.

12.3 Upon termination of the Agreement (whether by the Cardholder, the Applicant or the Company), the Cardholder and/or the Applicant shall surrender or procure the surrender of the Card to the Company. Until the Card is surrendered, the Cardholder and the Applicant 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.

12.4 The Company may at any time without notice suspend, cancel or terminate the Card and/or any services thereby

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.

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

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

The Company shall not be liable for any loss or damage of whatever nature suffered or incurred by the Cardholder and/or the Applicant whether directly or indirectly as a result of such suspension, cancellation, termination or disapproval.
The Card shall at any time remain the property of the Company. The Cardholder and/or the Applicant shall

unconditionally and immediately upon demand surrender or procure to be surrendered the Card to the Company. 12.9 In the event that the Company has fully settled or agreed to settle the payment for any goods and/or services hired or purchased by the Cardholder and/or the Applicant and the Cardholder and/or the Applicant agree to pay the hire or purchase price (whether in whole or in part) of the goods and/or services to the Company by instalments

through the Card, all the then outstanding instalments become due and payable immediately upon the termination of the Card for any reason whatsoever. Upon the termination of the Card, the Cardholder and/ or the Applicant shall forthwith terminate any and all rrangements 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.

Rights of Set-off

The Applicant hereby irrevocably authorizes the Company at any time and from time to time to combine and set off the Master Account and other account(s) of the Applicant with the Company with the property of the Applicant with the Company without prior notice to the Applicant. The Cardholder hereby irrevocably authorizes the Company at any time and from time to time to combine and set off his/her Sub-account and other account(s) of the Cardholder with the Company without prior notice to

A Cardholder shall be liable only for the balance of his/ her Sub-account due from him/her to the Company (but not those of the Master Account or other Cardholders).

Debit Authorization

The Applicant acknowledges that liabilities of the Applicant to the Company hereunder may be settled in a variety of ways. The Applicant hereby irrevocably authorizes and instructs the Bank with which it 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 (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for

the satisfaction of any liability of the Applicant due to the Company hereunder without prior notice to the Applicant upon request of the Company. The Applicant agrees that the Company may disclose the aforesaid authorization and instruction to the Banks and the Applicant shall, at its own costs, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this authorization and instruction. The Applicant further agrees that any of the Banks acting in reliance upon this Clause 14.1 shall not be liable for any loss suffered by the Applicant 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 14.1. the satisfaction of any liability of the Applicant due to the any of the Banks acting in reliance upon this Clause The Cardholder acknowledges that liabilities of the Cardholder to the Company hereunder may be settled in a variety of ways. The Cardholder hereby irrevocably

thorizes and instructs each of the Banks with whi 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 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 14.2 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 14.2. Liabilities for Collection Costs and Legal Expenses The Company is entitled to appoint debt collection

The Company is entitled to appoint debt collection agencies and/or institute legal proceedings, at any time without prior notice to the Cardholder and/or the Applicant, 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 are pedicinence of such for any act, conduct, omission or negligence of such agencies or any of their employees.

Each Cardholder and the Applicant shall jointly and severally indemnify the Company in respect of:

I legal costs and expenses reasonably incurred y the Company in seeking to enforce payment f the debts due from that Cardholder and/or the

pplicant to the Company under this Agreement costs and expenses reasonably incurred by e Company in connection with the appointment of debt collection agencies provided that the Cardholder and/or the Applicant hereunder shall in normal circumstances not exceed 30% of the aggregate outstanding balance of the Account for the payment of which that Cardholder is ATM and Other Facilities

Where the Card is used with any ATM, point of sales 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 (including without limitation the "General Information" and the "Conditions for Services") which may govern any other services provided through the Card.

16.2 The Company shall not be liable to the Cardholde

should any transaction involving the use of the Card at any Electronic Devices be not effected for any reason whatsoever or should there be any malfunction and/or failure of the Card or any Electronic Devices except to the extent that any such loss and liability are incurred as a result of the aforesaid is attributable to the fraud, gross negligence or willful default on the part of the Company. 16.3 Notwithstanding anything contained herein to the contrary and except to the extent that any such loss and

liability of the transactions mentioned in this Clause 16. is attributable to the fraud, gross negligence or willful default on the part of the Company, the Cardholder shall be absolutely responsible for all transactions involving the use of the Card at any Electronic Devices by any person such use is authorized or otherwise approved by

the Cardholder is at material time aware of such

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

the Cardholder has notified the Company or any enforcement agency of any loss or theft of the Card, or of any criminal activity hereinbefore

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.

Transaction Record 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 or

he Cardholder and the Applicant for all purposes. Personal Data and Account Information Each of the Cardholder and the Applicant hereby acknowledges that each of them have received, read and understood the contents of the Data Policy Notice or such other document(s) issued under whatever name from time to time by the Company and certain of its related entities relating to their general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time) ("DPN") and agree that the contents of the DPN shall be binding on each of them. Copies of the current version of the DPN are available at the Macau

Office of the Company, the bank or on the web site of the Company at www.boci.com.hk.

18.2 Each of the cardholder and the Applicant hereby authorizes the Company to use any information it may have concerning the Cardholder, the Applicant, the Master Account, and/or the Sub-account in accordance with the DPN. The Cardholder further authorizes the Company to

disclose any such information to the Applicant.

18.3 Each of the Cardholder and the Applicant hereby also authorizes the Company to contact any information source for information the Company may require to operate the Master Account and/or Sub-account The Company is further authorized by each of the Cardholde and the Applicant to compare such information wit the information provided by the Cardholder and/or th Applicant for checking or to produce more data. Each of the Cardholder and the Applicant hereby also consents that the Company may, if necessary, use the results of such comparisons for the taking of appropriate action against the Cardholder and/or the Applicant regardless of whether such action may be adverse to their respective

18.4 Each of the Cardholder and the Applicant shall notify the Company promptly in writing of any change in the information provided to the Company in the application form pursuant to which the Card is issued including but not limited to any change of employment or business and of business, residential or correspondence address. 18.5 The personal representative(s) (if applicable) of the Cardholder or the Applicant shall promptly notify the Company in writing of the death of the Cardholder or the Applicant (if applicable).

The Company will treat information relating to the Cardholder and/or the Applicant as confidential, but unless consent is prohibited by law, each of the Cardholder and the Applicant consents to the transfer and disclosure by the Company of any information relating to the Cardholder and/or the Applicant to and between the holding companies, branches subsidiaries, representative offices, affiliates and agents of the Company and any third parties (including any 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 Macau or any relevant overseas jurisdictions. This Clause 18.6 shall, subject to the DPN, apply to each of the Cardholder and the Applicant (in the case where the pplicant is an individual) respectively.

18.7 Each of the Cardholder and the Applicant consents to the information of the Cardholder and/or the Applicant 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 information of the Cardholder and/or the Applicant confidential and to observe, in conformity with local laws and regulations, the requirements of the PDP Ordinance. Local and overseas regulatory and judicial authorities may in certain circumstances have access to he information of the Cardholder and/or the Applicant. 18.8 Each of the Cardholder and the Applicant acknowledges and agrees that some services, operational and

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

18.9 The Applicant represents and warrants to the Company that it is duly authorized by its directors, shareholders, officers, proposed guarantors or security providers and/ or other related individuals ("Relevant Individuals") to provide their information to the Company and that it has informed the Relevant Individuals that the DPN is applicable to each of them. The Applicant will indemnify and hold the Company harmless from all claims, costs penalties, damages and other losses incurred by the Company as a result of a breach of this representation

and warranty by the Applicant. 18.10 For the purpose of Clauses 18.1, 18.2, the Applicant shall be limited to an individual. Notice Any notice given by the Cardholder and/or the Applicant

hereunder shall be given in writing and delivered to the Company at its address at Avenida Praia Grande No.517, Edificio Commercial Nam Tung 11B, Macau.

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

Applicant: on posting for 3 Business Days in the Macau Office of 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

and/or the Applicant on the Company's record, or 48 hours after mailing to such address or 7 days if the address is overseas, when sent by electronic mail or message or facsimile to any of email address or equipment or facsimile number of the Cardholder and/or the

Applicant on the Company's record, or when communicated including by leaving a voice message, if by telephone or other oral communication, notwithstanding return through the post (in the case of a mailing), or the death or incapacity of the Cardholder and/ or the Applicant "Business Day" means a day on which the Banks

are open for business in Macau other than Sunday and public holiday. 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 philostripus of the Cardholder and the and the liabilities or obligations of the Cardholder and the

Applicant takes effect, unless such changes are beyond Company's control. ention or continued use of the Card after the effective date of any change of the terms and conditions of this Agreement and/or the Fees Schedule shall constitute the Cardholder's and the Applicant's acceptance of such

changes.
20.3 If the Cardholder and/or the Applicant do not accept the proposed change by the Company, the only recourse available to the Cardholder and/or the Applicant is to

determine the Card in accordance with Clause 12.1.

Where a Cardholder and/or the Applicant terminate a 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.

Law and Jurisdiction This Agreement shall be governed by and construed in accordance with the laws of Macau and the Cardholder and the Applicant hereby irrevocably submit to the nonexclusive jurisdiction of the Macau courts.

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 and the Applicant.

22.4 No failure to act, omission or delay by the Company to exercise or enforce any right under any terms and conditions of this Agreement shall operate as a waiver of such right, nor shall any single, partial or defective exercise of any right prevent any other or further exercise of it or the exercise of any other right.

Neither Cardholder nor the Applicant may assign any of its rights and/or obligations under this Agreement. The Company may assign or transfer any of its rights and obligations under this Agreement to any third party

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