中銀銀聯雙幣信用卡使用説明

- 1. 信用卡/個人識別密碼「(私人密碼」)的保護措施:
 - (i) 持卡人須將私人密碼保密,並在牢記密碼後立即將印有私人密碼的函件銷毀。切勿在信用 卡或其它經常與信用卡放在一起或放在信用卡附近的物品上寫下私人密碼;切勿寫下或記錄 私人密碼而不加掩藏;切勿將私人密碼改為易於測悉的六位數字,如身份證號碼、電話號碼 等;切勿將私人密碼告知任何人士。
 - ii) 信用卡和私人密碼只供持卡人專用,不可轉讓。收到新卡後,持卡人須立即在信用卡背面 簽名欄簽署及如卡公司要求,確認收妥新卡或按照卡公司要求的其它方式使新卡生效。切勿 劃刮信用卡或將信用卡存放於可能使信用卡磁帶及/或晶片失效的磁場附近。
 - ii) 持卡人須遵守卡公司所發出的程序、指示及/或保安指引使用信用卡。
- 2. 持卡人可要求卡公司不發出私人密碼。
- 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內於與銀聯POS系統連接的商戶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。卡公司在發出信用卡時,將開立及維持用以借記及/或貸記收費的澳門幣帳戶及人民幣帳戶。
- 4. 持卡人使用信用卡簽帳及作現金透支時,須遵守由卡公司不時訂定的信貸安排的信用限額及現金 透支限額及每日現金透支限額。若結欠金額超出信用卡之信用限額,卡公司將按收費表列載的收 費率收取「超越信用限額手續費」,並記入持卡人帳戶內。持卡人在中國銀行股份有限公司澳門 分行(「銀行」)的銀行櫃位或透過自動櫃員機作現金透支,將進一步受卡公司訂定的每日透支額所 限。每日現金透支島高限額分別為;
 - (a) 於澳門的銀行櫃位以人民幣或澳門幣作現金透支,最高透支額為可動用的現金透支限額
 - (b) 於自動櫃員機作出現金透支,每日現金透支限額為:

人民幣 相等於 MOP20,000 的人民幣款額;或

澳門幣 MOP20,000

- 5. 受持卡人合約所限的情況下,持卡人可透過自動櫃員機、售點終端機或其他裝置(統稱「電子裝置」)作現金透支或進行其他交易。持卡人透過電子裝置使用的服務,除受持卡人合約所限外,還受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「一般說明」)所規管。
- 6. 如發現信用卡/私人密碼遺失或被竊,持卡人須立即致電(853) 8988-9933 (辦公時間內)或 (852) 2544-2222 (非辦公時間內)通知卡公司及向警方報失;並且須在24 小時或卡公司所規定的時間之內,以書面確認報失,並由卡公司確認已收到該報失報告,及/或辦理卡公司不時訂明的其他程序。
- 確認報失,並由卡公司確認已收到該報失報告,及/或辦理卡公司不時訂明的其他程序。 7. 結單應列明(其中包括)截至結單上所述月結期最後一日的帳戶(包括澳門幣帳戶及人民幣帳戶)結 欠、最低還款額及到期付款日。持卡人須於結單日起計60日之內,通知卡公司結單上所有未經授 權及錯誤的交易記錄。否則,卡公司有權將結單上所載的交易記錄當作在各方面均為真實及正確。
- 3. 除非在卡公司控制範圍外的情況下,否則卡公司應盡合理努力,在收到持卡人關於未經授權交易 通知後90天內,完成調查工作。
- 9. 如獲發附屬卡,主卡持卡人須(與附屬卡持卡人共同及各別)對附屬卡持卡人及/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;而附屬卡持卡人只須對其使用其 附屬卡進行的交易及/或引致的責任承擔責任。
- 0. 持卡人對下列情況下引致的損失毋須承擔責任:
 - (i) 持卡人未收到信用卡前,而卡被誤用;
 - 交易是以偽造的信用卡進行的;
 - (iii) 終端機或其它系統發生的故障,引致持卡人蒙受直接金錢損失,除非該故障是明顯的,或 已顯示故障信息或通告則除外。
- 11. 在受適用法律及規定規限的情況下,只要持卡人以真誠態度及應有謹慎行事(包括根據上述第1 段採取防範措施及按照上述第6段報失、報被竊及/或未經授權使用信用卡),則除非卡公司欺 詐、嚴重疏忽或有故意失責行為;
 - 持卡人無須對其在將信用卡遺失、被竊及/或被未經授權使用等情況正式通知卡公司後發生的任何未經授權交易負責;
 - 前 持卡人對其在將信用卡遵失、被竊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)正式通知卡公司之前發生的任何未經授權交易所負的責任,將不會超過卡公司不時通知持卡人之最高限額;及
 - (iii) 持卡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。
- 12. 如持卡人有欺詐行為或嚴重疏忽,或未能遵照上述第1段之規定,或卡公司就信用卡及私人密碼保安不時訂定的其他要求,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,或如持卡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/或被未經授權使用等情況向卡公司報告(在此情況下,持卡人須對卡公司在收到持卡人就上述信用卡/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害負責)。持卡人須就因而引致卡公司的一切開支及損失向卡公司作全數彌償。
- 13. 持卡人在到期付款日前向卡公司報告未經授權交易並填妥用戶投訴表後,持卡人有權在調查期間拒絕支付涉及爭議的款項。如調查結果顯示持卡人所作的報告是沒有根據的或持卡人確反持卡人合約或其他有關信用卡使用的合約的條款及條件,則卡公司有權就有關交易款項按收費表列載的收費率收取費用、收費及/或利息,由有關交易日起(包括調查期間)計至上述款項及所有有關費用、收費及/或利息付清之時為止。
- 14. 利息、逾期費用、現金透支手續費、現金存戶、結餘轉戶及採用匯率的釐定基準如下:
 - (i) 利息:如在到期付款日或之前付清全數的結欠金額,則免收利息。如在到期付款日或之前仍未付款,或所付之款項少於結欠金額、則按照當時利率按日收取利息(即不能享受由結單日起計之26日免息優惠期)。持卡人須(1)於結單日期開始,對尚未付款結欠支付利息,直至全數清還為止及(2)對每一宗新交易(即結單上所載最後一宗交易之後任何時間發生的交易,或於該最後一宗交易之前任何時間發生而未記入持卡人帳戶亦未於結單上顯示之任何交易]之金額,於該新交易日期開始支付利息,直至該金額全數清遷為止。(最低收費澳門幣帳戶為澳門幣5元或人民幣帳戶為人民幣5元)。該收費將紀錄於下期結單的結欠金額內。
 - (ii) 逾期費用:如在到期付款日或之前仍未付款或支付款項少於最低還款額,則持卡人須在支付上述(j項之利息外支付最低還款額的5% 作為逾期費用(最低收費澳門幣帳戶為澳門幣130元或人民幣帳戶為人民幣130元,最高收費澳門幣帳戶為澳門幣200元或人民幣帳戶為人民幣200元)。
 - ii) 以澳門幣及人民幣以外貨幣進行交易的匯率計算方法: 所有澳門幣及人民幣以外貨幣的交易 將按:
 - (1) 清算交易當日的匯率折算為澳門幣; 或
 - (2) 交易當時的匯率折算為澳門幣。
 - iv) 現金透支、現金存戶、結餘轉戶及使用「繳費易」服務繳費及轉帳手續費(除支付上述第(i) 項的利息外):
 - (a) 澳門幣帳戶:在澳門透過銀行的自動櫃員機或「銀通」自動櫃員機所作的每一筆現金透支,手續費為有關金額的4.5%(最低收費澳門幣30元),另加澳門幣20元的額外手續費。
 - (b) 人民幣帳戶:在澳門透過銀行的自動櫃員機或「銀通」自動櫃員機所作的每一筆現金透支,手續費為有關金額的4.5%(最低收費人民幣30元),另加人民幣20元的額外手續費。在中國內地,使用銀聯網絡自動櫃員機所作的每一筆現金透支交易,手續費為有關金額的4.5%(最低收費人民幣30元),另加人民幣25元的額外手續費。
- 15. (i) 持卡人應分別清還澳門幣帳戶及人民幣帳戶內的結欠金額。
 - 前)持卡人應以澳門幣結算澳門幣帳戶的結欠金額。卡公司可(酌情決定)接受非澳門幣付款。如 以非澳門幣付款,該付款須根據卡公司釐定的匯率折算為澳門幣後記入澳門幣帳戶,在此情 況下,卡公司有權按收費表收取兑換費。

- (iii) 持卡人應以人民幣或澳門幣結算人民幣帳戶的結欠金額。卡公司可(酌情決定)接受非人民幣 或非澳門幣付款外;如以非人民幣或非澳門幣付款,該付款須根據卡公司釐定的匯率折算為 人民幣後記入人民幣帳戶,在此情況下,卡公司有權按收費表收取兑換費。
- [iv] 清還澳門幣帳戶後的超額款項,不可用作繳交人民幣帳戶內的未付欠款。就人民幣帳戶而言,清還人民幣帳戶後的超額款項,不可用作繳交澳門幣帳戶內的未付欠款。
- 16. 商戶退款不可當作付款以抵銷已出月結單之結欠,退款款項將撥於下期結單。
- 17. 所適用的收費項目已在雙幣信用卡服務收費表中詳細列明。
- 18. 倘若在清墨所有未付收費及卡公司向持卡人之申索後,帳戶仍然有任何結餘〔結餘〕,則卡公司可在任何時間主動或在合理時間內應持卡人要求或於主卡終止時向持卡人退還有關結餘,卡公司須以澳門幣向持卡人退還澳門幣戶的結餘。人民幣帳戶內的結餘,卡公司可按其獨有酌情權決定以澳門幣。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。
- 9. (i) 如持卡人拒絕接受卡公司對條款及條件的修訂,並選擇終止有關信用卡服務,如信用卡的年費用可分開區別,而所涉金額並非微不足道,則卡公司可(酌情決定)按月比例退還已付的信用卡年費。如在卡公司收到持卡人拒絕接受有關修訂通知後該月份已進行交易,則該月份的相關年費將不會退回給持卡人。
 - (ii) 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信用卡(如屬主卡持卡人,可終止 主卡及/或任何或所有附屬卡;如屬附屬卡特卡人,可終止其附屬卡)。

20. 卡公司抵銷債務權利:

- (i) 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。
- (ii) 如發出附屬卡,卡公司:
 - (a) 可用主卡持卡人在卡公司開立的任何其他戶口的貸方餘額,償還任何及所有附屬卡持卡 人所欠卡公司的款項;
 - (b) 只可用附屬卡持卡人在卡公司開立的任何其他戶口的貸方餘額,償還該附屬卡持卡人所欠卡公司的款項(但毋須承擔主卡持卡人或其他附屬卡持卡人的款項)。
- (iii) 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卡公司的款項。附屬卡持卡人所作出任何超越該附屬卡持卡人所欠卡公司的款項的還款,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的款項。

21. 授權扣帳

- (i) 持卡人不可撤銷地授權及指示各銀行,全體及各自在卡公司要求下將持卡人於銀行持有的戶口(不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付予卡公司,以償還持卡人對卡公司根據本合約的法律責任,而毋須預先通知持卡人。
- 22. 如卡公司聘用任何代收帳款的機構向持卡人收取全部或部份欠款,持卡人須支付代收帳款機構的合理費用及開支。在一般情況下,收帳費用應不會超過持卡人欠卡公司的款項總額的30%。
- 23. 如卡公司委託律師向持卡人代收全部或部分欠款,持卡人須支付因此而產生的所有合理費用及開支。
- 94. 對商戶的投訴程序:

如持卡人在使用信用卡時受到商戶不公平對待,持卡人應紀錄該商戶資料及當時情況,並致電或 致函通知卡公司。持卡人應向卡公司提供其信用卡號碼及聯絡電話,以便卡公司與持卡人保持聯 絡及跟進有關投訴。

25. 對卡公司的投訴程序:

如持卡人對卡公司運作程序或任何職員有任何意見,持卡人應記錄有關資料詳情,並致電或致函 通知卡公司。持卡人應向卡公司提供其信用卡號碼及聯絡電話,以便卡公司與持卡人保持聯絡及 跟進有關投訴。

- 26. 卡公司可隨時及不時修訂信用卡使用條款及條件、有關使用信用卡的收費表及本使用說明。該等 文件的最新文本可於卡公司澳門辦事處、銀行索取,或卡公司網站(網址www.boci.com.hk) 瀏覽。
- 27. 本使用説明備有英文和中文兩個版本。如兩個版本的詮釋中有所抵觸或偏差,則以英文版本為 準。如本説明所載條款及條件與持卡人合約之間有任何不相符之處,概以持卡人合約所載者為 進。
- 28. 在本使用説明中:

「帳戶」指由卡公司以持卡人名義開立及維持,並用作記入收費之澳門幣帳戶或人民幣帳戶; 「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士;

「合約」指中銀信用卡(國際)有限公司雙幣信用卡持卡人合約;

「自動櫃員機」指在聯網內及卡公司不時公布的其他網絡使用的任何自動櫃員機;

「信用卡」指由卡公司發出之任何雙幣信用卡,包括受本合約規限的主卡及附屬卡,以及信用卡之 任何續發新卡或補發卡;

「持卡人」指任何以其名義獲卡公司發給信用卡之人士,包括主卡持卡人及附屬卡持卡人(視乎文 意所指者而定) ;

「卡公司」指中銀信用卡(國際)有限公司;

「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雙幣信用卡作人民幣提 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;

「到期付款日」指結單所列明持卡人到期及應付卡公司的結欠金額的日期;

「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;

「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之澳門幣帳戶;

「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士;

「中國內地」指中華人民共和國任何部份,但並不包括香港、澳門及台灣地區:

「最低還款額」指在到期付款日或之前持卡人需向卡公司支付結欠金額中的最低還款額;

「聯網」指貼有銀聯不時採用的標記的自動櫃員機聯網及該等由卡公司不時指定之自動櫃員機聯網;

「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。 「結欠金額」指截止至結單上所述月結期最後一日,持卡人就透過帳戶進行的所有交易欠卡公司的 結欠總額:

「結單」指卡公司每月或定期向持卡人寄發的帳戶結單。

BOC CUP Dual Currency Credit Card User Circular

- To safeguard the Card/personal identification number (PIN):
 - The Cardholder shall destroy the original printed copy of the PIN immediately after memorizing the PIN and shall keep it in secrecy. Do not write down the PIN on the Card or anything usually kept with or near it. Do not write down or record the PIN without disguising it. Do not change the PIN to an easily deducible 6-digit number, like identity card number, telephone number and others. Do not disclose the PIN to any person.
 - The Card and the PIN shall only and exclusively be used by the Cardholder and are not transferable. Immediately upon receipt of a new card, the Cardholder shall sign the card on the space provided and if so required by the Company activate the eard by acknowledging receipt of it or by other means according to the instructions of the Company. Do not scratch the card or place it anywhere near magnetic field which may impair the effectiveness of the magnetic stripe and/or chip.
 - The Cardholder shall use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by the Company.
- The Cardholder shall be entitled to request the Company not to issue a PIN.
- The Card is denominated in both MOP and CNY and are valid only for use by the Cardholder in Mainland China, Macau and such other places from time to time designated by the Company for bona fide purchases of goods and/or services from merchant establishments which are connected to CUP's POS system and/or cash advances effected at the ATM or bank counter and such other credit card facilities or services as the Company may from time to time provide. When a Card is issued, the Company will set up and maintain both a MOP Account and a CNY Account in respect of the Card to which the Charges will be debited and/or credited.
- The Cardholder shall observe the credit limit and cash advance limit and daily cash advance limit of the credit facilities imposed by the Company from time to time when using the Card for payments and cash advances. If the Outstanding Balance exceeds the credit limit of the Card, an overlimit handling fee at the rate as set out in the Fees Schedule will be debited to the Cardholder's account(s). Cash advance effected by the Cardholder at the bank counters of Bank of China Limited Macau Branch(the "Bank") or through the ATM is further subject to the daily limit imposed by the Company. The maximum limits of daily cash advance are
 - When the cash advance is effected at the bank counters at the Bank: (a)
 - up to available cash limit in CNY or MOP
 - When the cash advance is effected through ATM, the aggregate of daily cash advance should not exceedin CNY amount of CNY equivalent to MOP20,000; or (b)

in MOP MOP20,000

- Subject to the provisions of the Agreement, the Cardholder shall be entitled to effect cash advance or the transactions through ATM, point of sale terminals or other devices (collectively "Electronic Devices"). The use of any service through the Electronic Devices is subject to the Agreement in addition to any other terms and conditions (including without limitation the "Conditions for Services" and "General Information") which may govern any other services provided through the Card.
- In the event of loss or theft of the Card/ PIN, the Cardholders shall report such loss or theft to the Company immediately upon discovery of the same through the service hotline number (853) 8988-9933(within office hours) or (852) 2544-2222(outside office hours) and to the police, which report shall then be confirmed in writing within 24 hours or such other period as the Company may prescribe from time to time, the receipt thereof to be acknowledged by the Company, and/or to complete such other procedures as may be prescribed by the Company from time to time.
- The Statement shall show, inter alia, the balance in the Account (both the MOP Account and CNY Account) as at the end of the statement period specified therein, the Minimum Payment and the Due Date. The Cardholder shall report to the Company any unauthorized and erroneous transactions appearing on the Statement within 60 days from the date of the Statement, failing which, the Company shall be entitled to treat the transactions stated in the Statement as true and correct in all respects
- 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.
- Where Additional Card(s) is/are issued, a 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 use of the Additional Cards whereas an Additional Cardholder shall be liable only for the transactions effected and/or the liabilities incurred by such Additional Cardholder through the use of his/her Additional Card.
- The Cardholder shall not be liable for any loss incurred:
 - in the event of misuse when the Card has not been received by the Cardholder:
 - when transactions are made through the use of a counterfeit Card;
- when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer direct pecuniary loss unless the fault was obvious or advised by a message or notice on display.
- Subject to applicable laws and regulations and provided that the Cardholder has acted in good faith and with due care (including taking the precautions under paragraph 1 above and reporting loss, theft and/or unauthorized use of the Card in accordance with paragraph 6 above) and unless due to the fraud, gross negligence or wilful default of the Company:
 - the Cardholder shall not be liable for any unauthorized transactions made after he/she has duly notified the Company of the loss, theft and/or unauthorized use of the Card;
 - the liability of the Cardholder for any unauthorized transactions made before he/she has duly notified the Company of the loss, theft or unauthorized use of the Card (other than cash advances effected by the use of the Card/PIN) shall not exceed the maximum amount as notified by the Company to the Cardholders from time to time; and
 - the Cardholder shall be liable for all unauthorized cash advances effected with the use of the Card/PIN before the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card/PIN
- The Cardholder shall be liable for all losses if he/she has acted fraudulently or with gross negligence or fails to observe the provisions of paragraph 1 above or such other requirements as may be stipulated by the Company from time to time in safeguarding the Card and the PIN or if the unauthorized use of the Card involves the use of the his/her PIN with or without his/her knowledge or if the Cardholder fails to report such loss, theft and/or unauthorized use of the Card/PIN to the Company as soon as reasonably practicable (in which case the Cardholder shall be liable for all such loss and damage before the Company receives Cardholder's report of such loss theft and/or unauthorized use of the Card/PIN). The Cardholder shall also indemnify the Company in full in respect of any expense and losses suffered or incurred by the Company in relation thereto.
- Where the Cardholder reports any unauthorized transactions to the Company before the Due Date and duly completes the customers' complaints form, the Cardholder shall be entitled to withhold payment of the disputed amount during the investigation period. Should the investigation results show that the report made by the Cardholder is unfounded or the Cardholder is in breach of the terms and conditions of the Agreement or other agreements governing the use of the Card, then the Company shall be entitled to impose any fees, charges and/or interest at the rates as set out in the Fees Schedule on the amounts of the relevant transactions from the date of the relevant transactions (including the investigation period) until payment of those amounts and all related fees, charges and/or interest.
- The basis for determining the interest, late charge, handling fee of cash advance, cash before card, balance transfer, application of exchange rates are as follows:
 - Interest: No interest will be payable if the Outstanding Balance is paid in full on or before the Due Date. If no payment or payment of less than the Outstanding Balance is made on or before the Due Date, interest will be charged on a daily basis at the then prevailing interest rate (that is to say, an interest-free period of 26 days from the date of the Statement will not be available). Interest will be charged on (1) the unpaid balance from the date of the Statement until payment is made in full thereof and (2) the amount of each new transaction (i.e. a transaction occurring at any time after the last transaction as shown in the Statement, or at any time before that last transaction which has not been debited to the Cardholder's account and shown in the Statement) from the date of that new transaction until payment is made in full thereof (A minimum charge of MOP5 for MOP Account or CNY5 for CNY Account is imposed). Such charge will be recorded in the next Statement.
 - Late Charge: If no payment or payment of less than the Minimum Payment is made on or before the Due date, a late charge of 5% of the Minimum Payment will be payable in addition to any interest payable under (i) above (The minimum charge is MOP130 for MOP Account or CNY 130 for CNY Account and the maximum charge is MOP200 for MOP Account or CNY200 for CNY Account).
 - The Method of Applying Exchange Rates to Transactions in currencies other than MOP and CNY: All transactions effected in currencies other than MOP and CNY shall be:
 - (1) converted into MOP at an exchange rate determined on the date when the transactions are processed; or
 - simultaneously converted into MOP at an exchange rate determined at the time of transaction.
 - Handling Fees for Cash Advances , Cash Before Card, Balance Transfer and payment or fund transfer through "JET Payment" (apart from interest payable in accordance with (i) above):
 - MOP Account: (a)
 - For each cash advance made in Macau through a bank ATM or a JETCO ATM, a handling fee at the rate of 4.5% of the advance amount (minimum MOP30) plus an extra handling fee of MOP20 will be charged on each
 - (b) CNY Account:
 - For each cash advance in Macau through a bank ATM or a JETCO ATM, a handling fee at the rate of 4.5% of the advance amount (minimum CNY30) plus an extra handling fee of CNY20 will be charged for each cash advance. For each cash advance made in Mainland China, a handling fee at the rate of 4.5% of the related amount plus an extra handling fee of CNY25 will be charged on each cash advance.
- Cardholders should settle Outstanding Balance in MOP Account and CNY Account separately.
 - Cardholders should settle Outstanding Balance to the MOP Account in MOP. The Company may (at its sole discretion) accept payment in currencies other than MOP. If payment is made in currencies other than MOP, such payment shall be

- credited into the MOP Account after conversation into MOP at a rate of exchange determined by the Company in which case the Company shall be entitled to charge a conversation fee as set out in the Fees Schedule
- (iii) Cardholders should settle Outstanding Balance to the CNY Account in CNY or MOP. The Company may (at its sole discretion) accept payment in currencies other than CNY or MOP. If payment is made in currencies other than CNY or MOP, such payment shall be credited into the CNY Account after conversation into CNY at a rate of exchange determined by the Company in which case the Company shall be entitled to charge a conversation fee as set out in the Fees Schedule.
- Any excess payment in settlement of MOP Account shall not be used to settle outstanding payments in CNY Account. For CNY Card Account payments, any excess payment in settlement of CNY Account shall not be used to settle outstanding payments in MOP Account.
- Merchant refund amount is not counted as a payment of the current statement balance, the refunded amount shall be credited only to the Outstanding Balance of the next statement.
- Details of the applicable charges are listed on the Dual Currency Card Fees Schedule.
- If, after settlement of all outstanding charges and claims by the Company against the Cardholder there exists any credit balance in the Account ("Credit Balance"), the Company may at any time on its own decision or shall within reasonable time either after receipt of the request of the Cardholder or upon termination of the Main Card refund the Credit Balance to the Cardholder. The Company shall refund the Credit Balance in MOP Account to the Cardholder 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.
- Where a Cardholder refuses to accept the amendments to the terms and conditions stipulated by the Company and chooses to terminate the relevant card service, the Company may (in its discretion) refund the paid annual fee on a monthly pro-rata basis to the Cardholder if the fees can be separately distinguished and the amount involved is not minimal. If transactions are made in the month subsequent to the Company's receipt of the notice of refusal to accept the relevant amendments from the Cardholder, then the annual fee attributable to that month will not be refunded to the Cardholder.
 - The Cardholder (for Main Cardholder, he/she may terminate the Main Card and/or any or all Additional Cards and for the Additional Cardholder, he/she may terminate his/her Additional Card) may terminate the Card at any time by giving at least 14 days' prior written notice to the Company.
- The Company's rights of set-off:
 - The Cardholder 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.
 - Where Additional Card(s) is /are issued , the Company may:
 - (a) use any credit balance in any account of the Main Cardholder to repay any amount due from any and all Additional Cardholders to the Company;
 - only use any credit balance in any account of an Additional Cardholder to repay any amount due from such Additional Cardholder to the Company (but not those of the Main Cardholder or other Additional Cardholders).
- (iii) An Additional Cardholder may (at his/her option) settle the amounts due to the Company from the Main Cardholder and/or other Additional Cardholders. Any payment made by an Additional Cardholder in excess of the amounts due from him/or other Additional Cardholders. her to the Company shall be irrevocably deemed to be voluntary payment to settle (in whole or in part) the amounts due from the Main Cardholder and/or other Additional Cardholders.
- Debit Authorization
 - The Cardholder irrevocably authorizes and instruct each of the Banks with which he/she may have account(s) to debit and pay to the Company the credit balance of such account(s) or any part thereof (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of his/her liability to the Company without prior notice to the Cardholder upon request of the Company.
- In the event that the Company engages any debt collection agencies to collect the entire or part of the amount due from the Cardholder, the Cardholder shall be liable to pay all reasonable costs and expense of the debt collection agencies. In normal circumstances, the total collection costs should not exceed 30% of the aggregate outstanding amount due to the Company by the Cardholder.
- In the event that the Company appoints lawyers to collect the entire or part of the amount due from the Cardholder, the Cardholder shall be liable for all reasonable costs and expenses arising therefrom
- Complaint procedures against merchants:

In the event that any Cardholder is being unfairly treated by the merchants when using the Card, such Cardholder should record the details of the relevant merchant and the incident and inform the Company by telephone or in writing. The Cardholder should provide the Company with the Card number and contact telephone number of such Cardholder to enable the Company to maintain record contact the Cardholder and follow up with respect to such complaints.

Complaint procedures against the Company:

In the event that any Cardholder wishes to express any opinion on the operating procedures or any staff of the Company, such Cardholder should record the details of the relevant information and inform the Company by telephone or in writing. The Cardholder should provide the Company with the Card number and contact telephone number of such Cardholder to enable the Company to maintain record contact the Cardholder and follow up with respect to such complaints.

- The terms and conditions governing the use of the Card and the relevant schedule of the charges payable in connection with the use of the Card and this Circular may be revised by the Company at any time and from time to time. Copies of the current version of these documents are available at the Macau Office of the Company, the Bank or on the Company's web site at www.boci.com.hk.
- This Circular is written in both English and Chinese. In the case of conflict or deviation in interpretation, the English version shall prevail. In the event of any inconsistency between the terms and conditions stated herein and the Agreement, the Agreement
- In this Circular
 - "Account" means either the MOP Account or CNY Account opened by and maintained with the Company under the name of the Cardholder to which the Charges shall be debited;
 - 'Additional Card" means the Card from time to time issued by the Company to an Additional Cardholder nominated by the Main Cardholder and at the joint requests of such Additional Cardholder and the Main Cardholder;
 - "Additional Cardholder" means a person to whom and in whose name an Additional Card is issued;
 - "Agreement" means the BOC Credit Card (International) Ltd. Dual Currency Card User Agreement;
 - "ATM" means any automatic teller machine in operation in the Networks and such other networks as from time to time announced by the Company;

"Card" means any dual currency card issued by the Company and includes Main Card and Additional Card subject to the Agreement and any renewal or replacement Card

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

"Company" means BOC Credit Card (International) Limited;

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

"CNY" means Renminbi yuan, the lawful currency of the People's Republic of China; "CNY Account" means any CNY account opened by and maintained with the Company under the name of the Cardholder for the purposes of recording debits and credits in CNY in respect of usage of the Dual Currency 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 head quarters in Shanghai, the People's Republic of China;

"Due Date" means the date on which the Outstanding Balance is due and payable by the Cardholder to the Company as specified

"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;

"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 under the name of the Cardholder for the purposes of recording debits and credits in MOP in respect of usage of the Card under this Agreement; "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;

"Mainland China" means any part of the People's Republic of China but excluding Hong Kong Macau and Taiwan

"Minimum Payment" means such minimum payment required to be made by the Cardholder in respect of the Outstanding

Balance on or before the Due Date;
"Network" means the network of ATM machines bearing the logo from time to time adopted by CUP and such other network of ATM from time to time designated by the Company

"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. "Outstanding Balance" means the total amount of the outstanding balance due from the Cardholder to the Company in respect of all the transactions effected through the Account as at the last day of the statement period specified in the Statement;

ment" means a monthly or other periodic statement of account sent to the Cardholder by the Company.

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