

大豐銀聯雙幣商務卡使用說明

1. 信用卡/私人密碼的保護措施：

- 持卡人須將私人密碼保密，並在牢记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，如身分證號碼、電話號碼等；切勿將私人密碼告知任何人士。
 - 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。
 - 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銷售點終端機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。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/或支帳。

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。持卡人在大豐銀行有限公司(「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。每日現金透支最高限額分別為：

- 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
 - 於自動櫃員機作出現金透支，每日現金透支限額為：人民幣 相等於澳門幣20,000元的人民幣款額；或澳門幣 澳門幣20,000元

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「零售銀行服務一般說明」及「服務條款」)所規管。

6. 如發現信用卡/私人密碼遺失或被竊，持卡人及申請人須立即致電 (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。

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(如適用)及到期付款日。持卡人及申請人須於結單日起計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。

8. 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，在收到持卡人及/或申請人關於未經授權交易通知後90天內，完成調查工作。

9. 受限於第6條及所有適用法律及規定，及在持卡人及申請人均以真誠態度及應有謹慎行事（包括根據第1條採取防範措施及按照第6條報失、報被竊及/ 或未經授權使用信用卡）的前提下：

- 持卡人及申請人不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上任何責任；
 - 在持卡人或申請人向卡公司報告信用卡遺失、被盜及/或未經授權使用前，持卡人及申請人就未經授權使用信用卡(利用信用卡/私人密碼進行現金透支除外)的法律責任將不會超過適用法律或規定指引不時指定的最高限額；及
 - 在持卡人或申請人向卡公司報告信用卡遺失、被盜及/或未經授權使用前，持卡人及申請人須承擔利用信用卡/私人密碼所完成的所有未經授權現金透支的一切責任。

10. 申請人須(與每名持卡人共同及各別)向卡公司承擔任何及所有完成的交易及/或持卡人及/或利用信用卡所產生的責任，而持卡人只須承擔其完成的交易及/或其及/或

利用其信用卡所產生的責任。

11. 持卡人及申請人對下列情況下引致的損失均毋須承擔責任:

- 持卡人及申請人未收到信用卡前，而卡被誤用；
 - 於持卡人及/或申請人將失卡、被竊及/或未經授權使用信用卡等情況正式通知卡公司後發生的任何未經授權交易；
 - 終端機或其它系統發生的故障，引致持卡人蒙受直接損失及損害，除非該故障是明顯的，或已顯示故障信息或通告則除外；及
 - 交易是以偽造的信用卡進行的。

12. 如持卡人及申請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，或未能於合理地切實可行的範圍內盡快向卡公司報告該等遺失、被竊及/或未經授權使用信用卡/私人密碼(在這情況下持卡人及申請人須共同及各別就卡公司在收到持卡人或申請人就信用卡/私人密碼的該等遺失、被竊及/或未經授權使用的報告前的一切損失及損害)，則持卡人及申請人須共同及各別對因而產生的一切損失負全責。持卡人及申請人須共同及各別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. 在持卡人或申請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，持卡人及申請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或申請人所作的報告是沒有根據的或持卡人或申請人違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：

- 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)。持卡人或申請人須(a)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(b)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，直至該金額全數清還為止。(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。

(3) 倘若持卡人或申請人在連續6 期月結單，有兩次或以上未能於到期付款日或之前全數支付最低還款額或支付款項少於最低還款額(「逾期情況」)，卡公司會將適用於持卡人或申請人信用卡帳戶總結餘的基本年利率提高4%(「逾期還款利率」)(最高實際年利率提高至37.39%(零售消費簽帳)及38.71%(現金透支))，逾期還款利率將於逾期情況發生後發出第一張月結單的結單日期之後一天直至 逾期情況停止後發出第一張月結單的結單日期為止的期間內生效。就本條而言，在緊接逾期情況發生後的結單前的六張結單中，如卡公司在到期付款日或之前未能收到最低還款額之付款不超過一次，逾期情況將被視為終止。所有適用於帳戶的優惠利率計算方式將於逾期還款利率生效時暫停，並會在逾期還款利率停止適用後再次生效。

(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(若適用)，則持卡人須在支付上述(i)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)。 如卡公司並無定明最低還款額，則如在到期付款日或之前仍未付款，或所付的款項少於結欠金額，除上述第(i)項的利息(如有)外，將不收取逾期收費。

(iii) 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. 持卡人及/或申請人應：

(i) 分別清還澳門幣帳戶及人民幣帳戶內的結欠金額。

(ii) 以澳門幣清還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兌換費。

(iii) 以人民幣清還人民幣帳戶的結欠金額。卡公司可(酌情決定)接受人民幣以外的貨幣付款；如以非人民幣付款，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兌換費。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明。

18. 倘若在清還所有未付收費及卡公司向持卡人或申請人(視乎情況而定)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或申請人(視乎情況而定)要求或於信用卡終止時向持卡人或申請人退還有關結餘卡公司須以澳門幣向持卡人或申請人退還澳門幣帳戶的結餘。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。

19. 如持卡人或申請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或申請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或申請人。

20. 持卡人或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信用卡。

21. 卡公司抵銷債務權利:

(i) 申請人不可撤銷地授權卡公司，可隨時及不時將申請人於卡公司的總帳及其他戶口合併，以抵銷申請人所欠卡公司的欠款，而毋須預先通知; 及

(ii) 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支帳及其他戶口合併，以抵銷持卡人所欠卡公司的欠款，而毋須預先通知。

22. 授權扣帳申請人及持卡人各自不可撤銷地授權及指示銀行，全體及各自將其於銀行持有的戶口 (不論屬單獨或與其他人士聯名持有，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，以償還申請人及持卡人各自對卡公司根據本合約的法律責任，而毋須預先通知申請人及持卡人。

23. 如卡公司聘用任何代收帳款的機構向持卡人或申請人收取全部或部份欠款，持卡人及申請人須共同及各別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該名持卡人欠卡公司的款項總額的30%。

24. 如卡公司委託律師向申請人或任何持卡人代收全部或部分欠款，申請人及該持卡人須共同及各別支付因此而產生的所有合理費用及開支。

25. 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。

26. 對卡公司的投訴程序: 如持卡人或申請人對卡公司運作程序或任何職員有 任何意見，該持卡人或申請人應記錄有關資料詳情，並致電或致函通知卡公司。該持卡人或申請人應向卡公司提供其信用卡號碼及聯絡電話，以便卡公司與該持卡人或申請人保持聯絡及跟進有關投訴。

27. 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。

28. 本使用說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。如本說明所載條款及條件與有關持卡人合約之間有任何不相符之處，概以該持卡人合約所載者為準。

29. 在本使用說明中：

「**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)；

「**持卡人合約**」指不時有效的中銀信用卡(國際)有限公司雙幣商務卡持卡人合約；

「**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，發給該持卡人任何之任何雙幣商務卡，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人士；

「**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**」指結單上列明的結欠金額到期並需由持卡人向卡公司支付該金額之到期日；

「**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；

「**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；

「**繳費易**」指由銀通提供並經由銀通自動櫃員機支付雜費帳單、信用卡帳單及捐款予慈善團體的付款方式；

「**中國內地**」指中華人民共和國任何部份，但不包括香港、澳門及台灣地區；

「**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；

「**最低付款額**」指在到期付款日或之前申請人及/或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及該等由卡公司不時指定的自動櫃員機聯網；

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

「**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；

「**結單**」指卡公司向持卡人或申請人(視乎情況而定)每月或定期發出的帳戶結單；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。

Tai Fung CUP Dual Currency Commercial Card User Circular

- To safeguard the Card/ 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 card 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 point of sales 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. Where the application for the Card 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.
- 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 Tai Fung Bank Limited (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 as follows:
 - When the cash advance is effected at the bank counters at the Banks in Macau:-
 - in CNY or MOP up to available cash limit
 - When the cash advance is effected through ATM, the aggregate of daily cash advance should not exceed:-
 - in CNY amount of CNY equivalent to MOP20,000; or
 - 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 "Retail Banking Services General Information" and the "Conditions for Services") which may govern any other services provided through the Card.
- In the event of loss or theft of the Card/PIN, the Cardholders and the Applicant 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 (if applicable) and the Due Date. The Cardholder and the Applicant 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 endeavors, 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.
 - Subject to Clause 6 and all applicable laws and regulations and provided that the Cardholder and the Applicant have acted in good faith and with due care (including without limitation taking the precautions under Clause 1 and reporting loss, theft and/or unauthorized use of the Card in accordance with Clause 6):
 - 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 for any unauthorized transactions (other than cash advances effected by the use of the Card/PIN) made before 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 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.
 - 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 that Cardholder and/or through use of the Card whereas a Cardholder shall be liable only for the transactions effected and/or the liabilities incurred by him/her through the use of his/her Card.

- The Cardholder and the Applicant shall not be liable for any loss incurred:
 - in the event of misuse when the Card has not been received by the Cardholder and the Applicant;
 - 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;
 - when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and
 - when transactions are made through the use of counterfeit cards.
- The Cardholder and the Applicant shall jointly and severally be liable for all losses if he/she has acted fraudulently or with gross negligence or fails to observe the provisions of Clause 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 his/her PIN with or without his/her knowledge or if the Cardholder and the Applicant 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 and the Applicant shall jointly and severally be liable for all such loss and damage before the Company receives report from the Cardholder or the Applicant of such loss theft and/or unauthorized use of the Card/PIN). The Cardholder and the Applicant shall also jointly and severally indemnify the Company in full in respect of any expense and losses suffered or incurred by the Company in relation thereto.
- Where the Cardholder or the Applicant reports any unauthorized transaction to the Company before the Due Date and duly completes the customers' complaints form, the Cardholder and the Applicant 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 or the Applicant is unfounded, or the Cardholder or the Applicant 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 (a) the unpaid balance from the date of the Statement until payment is made in full thereof and (b) 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.
- If the Cardholder or the Applicant has not made any payment or the Cardholder or the Applicant has made a payment of less than the Minimum Payment on or before the relevant Due Date on two or more occasions in respect of 6 consecutive Statements ("Triggering Event"), the Company will charge overdue interest rate ("Overdue Interest Rate") at an additional rate of 4% over the basic interest rate applicable to the outstanding balance in the Cardholder's credit card account (bringing the annualized percentage rate (APR) to a maximum of: 37.39% (for retail spending) and 38.71% (for cash advance)). If a Triggering Event occurs, the Company will charge the Overdue Interest Rate during the period from the day following the Statement Date of the Statement first issued after the occurrence of the Triggering Event 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 of the 6 immediately preceding statements 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 rate applicable to the Account will be suspended until such time as the Overdue Interest Rate ceases to apply.
 - Late charge: If no payment or payment of less than the Minimum Payment (if applicable) is made on or before the relevant 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 CNY130 for CNY Account and the maximum charge is MOP200 for MOP Account or CNY200 for CNY Account). In the case where Minimum Payment is not specified by the Company, if no payment or payment of less than the Outstanding Balance is made on or before the Due Date, no late charge will be payable on top of the interest (if any) payable under (i) above.
 - 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:
 - 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:
 - For each cash advance made in Macau through the Banks' ATM or JETCO ATM, a handling fee at the rate of 4.5% of the related amount (minimum MOP30) plus an extra handling fee of MOP20 will be charged on each cash advance.
 - CNY Account:
 - For 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.
- The Cardholders and/or the Applicant should settle Outstanding Balance:
 - in MOP Account and CNY Account separately;
 - 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 conversion into MOP at a rate of exchange determined by the Company in which case the Company shall be entitled to charge a conversion fee as set out in the Fees Schedule.
 - to the CNY Account in CNY. The Company may (at its sole discretion) accept payment in currencies other than CNY. If payment is made in currencies other than CNY, such payment shall be credited into the CNY Account after conversion into CNY at a rate of exchange determined by the Company in which case the Company shall be entitled to charge a conversion 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 or the Applicant (as the case may be) 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 the Applicant (as the case may be) or upon termination of the Card refund the Credit Balance to the Cardholder or the Applicant. The Company shall refund the Credit Balance in MOP Account to the Cardholder or the Applicant in MOP. For Credit Balance in CNY Account, the Company has sole discretion to refund to the Cardholder or the Applicant 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 or the Applicant refuses to accept the amendments to the terms and conditions stipulated by the Company and chooses to terminate the Card service, the Company may (in its discretion) refund the paid annual fee on a monthly pro-rata basis to the Cardholder or the Applicant 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 or the Applicant, then the annual fee attributable to that month will not be refunded to the Cardholder or the Applicant.
 - The Cardholder or the Applicant 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 Applicant 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 without prior notice; and
 - the Cardholder irrevocably authorizes the Company at any time and from time to time to combine and set off the Sub-account and other account(s) of the Cardholder with the Company without prior notice.
 - Debit Authorization
Each of the Applicant and the Cardholder irrevocably authorizes and instructs each of the Banks with which it/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 its/his/her respective liability to the Company without prior notice to the Applicant and 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 Applicant or the Cardholder, each of the Applicant and the Cardholder shall jointly and severally 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 such responsible Cardholder.
 - In the event that the Company appoints lawyers to collect the entire or part of the amount due from the Applicant or any Cardholder, each of the Applicant and such Cardholder shall jointly and severally 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 to contact the Cardholder and follow up with respect to such complaints.
 - Complaint procedures against the Company: In the event

- that any Cardholder or the Applicant wishes to express any opinion on the operating procedures or any staff of the Company, such Cardholder or Applicant should record the details of the relevant information and inform the Company by telephone or in writing. Such Cardholder or the Applicant should provide the Company with the Card number and contact telephone number of such Cardholder or Applicant to enable the Company to maintain record to contact such Cardholder or the Applicant 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 website 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, that Agreement shall prevail.
 - In this Circular :
"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;
"Agreement" means the BOC Credit Card (International) Limited Dual Currency Commercial card user agreement from time to time in force;
"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 Applicant 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;
"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 for the purpose of 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;
"Due Date" means the date on which the Outstanding

- Balance is due and payable by the Cardholder to the Company as specified in the Statement;
"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 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;
"JET Payment" means the method of payment of utility bills, credit card bills and making charity donations offered by JETCO through JETCO ATM;
"Mainland China" means any part of the People's Republic of China but excluding Hong Kong, Macau 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 all Charges arising out of or in connection with the use of all Cards issued by the Company on the application of the Applicant shall be debited;
"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 ATMs bearing the logo from time to time adopted by CUP and such other network of ATM from time to time designated by the Company;
"Outstanding Balance" means the total amount of the outstanding balance due from the Applicant and/or 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;
"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;
"Statement" means a monthly or other periodic statement of account sent to the Applicant or the Cardholder (as the case may be) by the Company; 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 be debited.