



**Summary of Changes to the BOC Credit Card (International) Ltd. (“BOCCC”) Credit Card User Agreement (the “Terms”)**

Thank you for choosing the services of BOCCC.

Please be informed that the Terms have been revised as detailed below (the “**Amended Terms**”). Unless otherwise specified, the amendments to the Terms as set out in this notice will be effective on the date on which your application for the new BOC credit card is approved (the “**Effective Date**”).

The summary and details of the amendments below highlight the key changes to the Terms and are intended for your reference only. If you are currently a BOC main cardholder and the credit card user agreement which currently governs the use of the BOC main card is applicable to you, the existing “Credit Card User Agreement” which will be renamed “Credit Card Agreement” when the Amended Terms comes into effect, you are advised to read carefully the full version of the Amended Terms to ensure you understand how they may affect you, please click [here](#) to view the Credit Card Agreement in full. The English and Chinese versions of the Amended Terms are also available on our website at [https://www.bochk.com/creditcard/bocci/agt/agreement\\_eng.pdf](https://www.bochk.com/creditcard/bocci/agt/agreement_eng.pdf) and at our principal place of business. If there is any discrepancy between the English and Chinese versions of the Amended Terms, the English version shall prevail.

Unless otherwise defined herein, capitalized terms in this summary shall have the meaning ascribed to them in the Amended Terms.

Should you have any queries on the amendments to the Terms and their impact to your account and/or other services in Hong Kong provided by BOCCC to you, please call us on (852) 2853 8828.

BOC Credit Card (International) Ltd.

Note: This is a computer-generated document that requires no signature.

**(1) Summary of key amendments to the Terms**

1. **Wallet Credit Card:** Terms governing the use of a wallet credit card (i.e. a digital version of a credit card stored in a cardholder’s e-wallet) are added to the Terms.
2. **Biometric Authentication:** Terms applicable to the use of biometric authentication controls in connection with the operation of the credit card(s) are added to the Terms.
3. **Parties:** Bank of China (Hong Kong) Limited (the “Bank”) is added as a party to the Terms. Pursuant to the Amended Terms, the Bank will provide Tele-services and Online Services to you. It will also be

able to access and use certain information provided by you in compliance with the relevant provisions of the Amended Terms and the laws of Hong Kong.

4. The existing terms and conditions for (i) Installment Programs (“IPs”), (ii) Interest-free Purchase Instalment Program (“IPP”), (iii) Online Services and (iv) Tele-services originally contained in four separate addenda to the Terms have been incorporated into the Amended Terms.

**(2) Details of new / revised provisions in the Amended Agreement:**

| Details of newly added/amended content  | Clause No. under the Amended Agreement (the “Credit Card Agreement”) |
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| Revised provision setting out the security precautions you should take to protect the devices, passwords and other Access Data you use in connection with the Card services provided by the Company as well as your obligation to ensure that each Cardholder complies with the Agreement when using an Additional Card.  | Clause [1.1]   |
| Revised provision to the effect that you should also use the Card and Services in accordance with the procedures, instructions and/or security guidelines issued by the Bank.   | Clause [1.1.11]  |
| Revised provision setting out your reporting obligations upon the occurrence of certain events including (i) actual or suspected unauthorized possession, control or use of the credit cards and/or Access Data, (ii) actual or suspected disclosure of Access Data to any unauthorized person, (iii) suspected or identified compromise of security details of your devices, E-Wallet or Card, and (iv) suspicion of or identification of counterfeit Card.                                      | Clause [1.2]   |
| Revised provision to the effect that you should submit to the Company as well as the Bank satisfactory documentary evidence of police report made in relation to the occurrence of any relevant event specified in Clause 1.2 (e.g. loss and/or theft of a card).   | Clause [1.3]   |
| Revised provision to the effect that you shall compensate and indemnify both the Bank and the Company against (i) all direct and indirect losses, damages, costs or expenses incurred by the Company and/or the Bank in connection with any breach of the Agreement by you and related enforcement action by the Company and/or the Bank, and (ii) any claim, proceeding, loss, damage or expense that the Company and/or the Bank may incur in connection with the provision of services to you. | Clause [1.5]   |
| New provision which provides that all indemnities, restrictions and obligations applicable to you shall survive the suspension or termination of the services offered under the Agreement or the termination of the Agreement.  | Clause [1.6]   |

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| Revised provision to the effect that (i) you will, upon demand, promptly provide the Company satisfactory evidence proving that you have complied with any applicable withholding or deduction requirement and (ii) you undertake to fully indemnify the Company for losses or damages suffered by it in relation to your failure to comply with withholding or deduction requirements.  | Clause [1.8]  |
| New provisions setting out your general obligations (including in respect of security precautionary measures) and liabilities in respect of the Wallet Credit Card services.   | Clauses [1.9] to [1.12]                               |
| Revised provision setting out your obligation to examine Statements and/or e-Statements and report unauthorized transactions within 60 days from the date of such Statements / e-Statements. This provision also sets out the consequences of a failure to comply with this reporting obligation.  | Clause [2]  |
| Revised provision setting out your liabilities for losses in different circumstances (e.g. unauthorized transactions).   | Clause [3]  |
| New provisions setting out the terms on which a credit card (other than a Private Label Card) can be stored and used in an E-Wallet.   | Clauses [5.6] to [5.12]                               |
| Revised provision to the effect that the Company and/or the Bank shall have the right to specify or vary from time to time the provision or use of the Wallet Credit Card.   | Clause [5.11]   |
| New provision specifying the terms on which Charges incurred in foreign currencies in connection with transactions effected with a single currency HKD-denominated credit card are converted into HKD.   | Clause [6.3]  |
| New provisions setting out where a transaction can be effected with a Wallet Credit Card as well as the features and restrictions on the use of this type of card, including the provision that the Company and/or the Bank shall not be responsible if any retailer or third party refuses to accept the Wallet Credit Card.  | Clauses [6.11] to [6.13]                              |
| The terms and conditions upon which the Company provides IPP services have been incorporated into the Amended Terms.   | Clauses [6.14] to [6.18], [6.20.2], [6.22] and [6.23] |
| The terms and conditions upon which the Company provides IPs services have been incorporated into the Amended Terms.   | Clauses [6.24] to [6.35]                              |
| The terms and conditions upon which the Company provides Tele-services have been incorporated into the Amended Terms, including that the Bank, in addition to the Company, will provide the Tele-services to you. The terms and conditions applicable to the Tele-services are amended to reflect the conditions upon which the Bank will provide Tele-services to you and the rights and obligations of the Bank in connection therewith. | Clause [7]  |

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| <p>The terms and conditions upon which the Company provides Online Services have been incorporated into the Amended Terms, including that the Bank, in addition to the Company, will provide the Online Services. The terms and conditions applicable to Online Services are amended to reflect the conditions upon which the Bank will provide the Online Services and the rights and obligations of the Bank in connection therewith.</p> | <p>Clause [8]</p>                |
| <p>New provision to the effect that additional services may be provided by the Company and/or the Bank subject to relevant additional terms and conditions, and your use and continuing use of the services shall constitute conclusive evidence of your acceptance of such additional terms and conditions.</p>  | <p>Clause [9]</p>                |
| <p>Revised and new provisions pursuant to which the Company may reject or proceed (in its absolute discretion) with a payment instruction in excess of the credit limit or the cash advance limit without notice to you.</p>  | <p>Clauses [10.2] and [10.3]</p> |
| <p>New provisions specifying that the physical form and digital version of a Card are the same Card and its implications in terms of billing and credit limit.</p>  | <p>Clauses [10.5] to [10.7]</p>  |
| <p>Revised provisions relating to account Statements and related payment obligations including the fact that you are required to pay the Company any Current Balance which is outstanding and due irrespective of whether you have duly received or viewed the corresponding Statement or e-Statement.</p>  | <p>Clause [11]</p>               |
| <p>A new provision granting you an interest-free period of up to (i) 30 days in respect of any transactions effected with your credit card on the day before the Statement date and (ii) 56 days in respect of any transactions conducted with your credit card in the period between the day following the date of the last Statement up to two days before the Statement date.</p>  | <p>Clause [12.1]</p>             |
| <p>A provision updating the webpage(s) where the Company's Fees Schedules can be found.</p>   | <p>Clause [12.3]</p>             |
| <p>New provision in respect of the IPP pursuant to which (i) IPP instalments and early repayment fees are treated as retail spending transactions and (ii) interests, finance charges and other fees shall apply in the event of failure to make full payment of the outstanding Current Balance on or before the Due Date.</p>   | <p>Clause [12.5]</p>             |
| <p>New provision in respect of the IPs pursuant to which (i) for the Cash Instalment Program, you are responsible for all charges and fees associated with the advance of the Cash Instalment Amount, and (ii) if full payment of the outstanding Current Balance is not received by the Company by the Due Date interests, charges and other fees (if any) will be charged in</p>  | <p>Clause [12.6]</p>             |

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| accordance with the Agreement. This new provision also (i) specifies the treatment of IP Monthly Instalments, IP Upfront Administration Fee and IP Early Repayment Administration Fee and charges for the Cash Instalment Program and for the Statement Instalment Program and (ii) indicates where interest, fees and charges related to the IPs will be available.                                      |                           |
| New provision in respect of the Online Services pursuant to which you are responsible for fees and charges associated with the use of telecommunication services to receive the One-Time Password and that fees chargeable in connection with the Online Services are debited to the Account and shown in the Statement.  | Clause [12.7]             |
| New provision expanding the meaning of “Statement” to cover “e-Statement” in Clause 12 of the Amended Terms.  | Clause [12.8]             |
| New provisions setting out the applicable interests, fees and charges applicable to Wallet Credit Cards.  | Clauses [12.9] to [12.11] |
| Revised provision to the effect that the Company and/or the Bank reserves the right to charge a fee which may be debited to the Account in respect of the Wallet Credit Card in such amount(s) as specified by the Company or the Bank from time to time.   | Clause [12.11]            |
| New provisions setting out the terms and conditions upon which Biometric Authentication can be used in relation to the use of the Card and stating that you may register with the Company and/or the Bank to use Biometric Authentication relating to the use of the Card and setting out the terms and conditions upon which you may use Biometric Authentication.                                       | Clause [14]               |
| Revised provisions to the effect that a Card or Additional Card may be terminated by giving notice to the Company not only in writing but also through other means prescribed by the Company from time to time (e.g. Tele-services).  | Clauses [15.1] and [15.2] |
| New provision to the effect that when a request to terminate a Card is made, such Card should be returned to the Company as soon as possible, if required by the Company and that the Main Cardholder may be liable for any payments arising from the use of any Additional Card until it has been returned to the Company or until the Company has taken measures to treat such Additional Card as lost. | Clause [15.3]             |
| Revised provision (i) to the effect that upon termination of a Card, you should surrender the Card to the Company if required by the Company (after having cut it in half), and (ii) specifying the date upon which a request to terminate a Card shall be effective.   | Clause [15.7]             |
| Revised provision to the effect that you or your personal representative is required to pay all amounts outstanding   | Clause [15.8]             |

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| following the termination of the Card or your death or bankruptcy (which shall include any transaction effected but not yet posted to the Account).  |                            |
| Revised provision to the effect that the Company shall not be liable for any loss or damage suffered or incurred by you, whether directly or indirectly, as a result of a suspension, cancellation or termination of the Account, or as a result of any suspensions or halts of transactions conducted through the Account, the Card, any Services offered or any transaction proposed to be effected.   | Clause [15.10]             |
| New provision to the effect that where a Card is terminated and there is any remaining balance of amount owed by you to the Company, you will remain liable for such amount owed and the Company has a right to claim against you for such remaining balance.  | Clause [15.13]             |
| New provisions setting out the terms and conditions upon which the Wallet Credit Card can be terminated by you and/or suspended, restricted or terminated by the Company, and your obligation to remove the Wallet Credit Card from your E-Wallet in the event of a termination of the Wallet Credit Card. New provisions clarifying that if you are a Main Cardholder (i) you cannot terminate the Wallet Credit Card of the Additional Cardholder without terminating the Additional Card in physical form, and (ii) termination of the Wallet Credit Card will not terminate the Wallet Credit Card of the Additional Cardholder. Pursuant to these new provisions, (i) you are also required to immediately remove the Wallet Credit Card and notify the Company in the event of loss, theft, damage, destruction or malfunction of the Wallet Credit Card, and (ii) any replacement of the Wallet Credit Card will be subject to a fee. | Clauses [15.14] to [15.21] |
| Revised provisions expanded to limit the Bank's liability under the Amended Terms.   | Clause [18]                |
| Revised provisions (i) to incorporate the limitation on liabilities clauses applicable to Tele-services and Online Services originally set out in the addenda to the Agreement and (ii) to the effect that the liabilities of the Company will be limited in certain circumstances, as set out in further detail in the Amended Terms.   | Clauses [18.1] to [18.14]  |
| New provisions limiting the liability of the Company in relation to the Wallet Credit Card and E-Wallet.   | Clauses [18.15] to [18.17] |
| Revised provisions to the effect that, subject to Clauses 2.1 and 3 of the Amended Terms, the Company's and the Bank's record of all transactions effected using the Card and records relating to Tele-services and Online Services are conclusive evidence of their contents and binding on you but that a printed transaction  | Clauses [19.1] to [19.2]   |

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| <p>record issued by an ATM does not bind the Company and/or the Bank.</p>   |                    |
| <p>Revised personal data and account information provisions to cover the Bank’s rights and obligations in connection with such data and account information and to the effect that (i) you will draw the attention of relevant third parties to such clause and to the DPN and any changes thereto and (ii) the Bank, the Company and respective directors, officers, employees or agents of the Bank or the Company can collect, handle and use the relevant information and your personal information in accordance with the DPN and the Agreement.</p> <p>New provisions:</p> <ul style="list-style-type: none"> <li>(a) to the effect that you (i) warrant that all information provided to the Company is valid, true, complete, accurate and up-to-date and (ii) undertake to notify the Company promptly of any change in the Relevant Information provided;</li> <li>(b) to the effect that you acknowledge and agree that the Company may (i) transfer and disclose the Relevant Information to the Merchant (in the case of a Private Label Card) and (ii) collect and store your Eligible Device and Wallet Credit Card details to enable eligibility checking of the use of the Wallet Credit Card; and</li> <li>(c) in relation to Wallet Credit Card setting out that the Company has no control over the privacy and security of your personal data and information you provide to the E-Wallet Provider.</li> </ul> | <p>Clause [20]</p> |
| <p>Revised provision clarifying that notice given by the Company on any online portal is deemed to be received by you when posted. New provision pursuant to which you acknowledge and agree that any communication by the Company effected in compliance with the notice provision of the Amended Terms is effective and binding on you.</p>   | <p>Clause [21]</p> |
| <p>Revised provisions: (i) clarifying that the Company can amend the Agreement, the Fee Schedules, the DPN and other prior communications between the Company and you by giving prior notice to you of such amendments in accordance with applicable laws and regulations; and (ii) specifying the steps which you should take if you do not accept such amendments, as well as the circumstances in which you shall be deemed to have agreed to such amendment. The revised provisions specify where the most updated full version of the Agreement is available and who you may contact if you have any enquiries.</p>  | <p>Clause [22]</p> |

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| <p>If you do not accept proposed changes applicable to the Tele-services or Online Services, you may terminate the Tele-services or the Online Services instead of terminating the Card. And Revised provisions expanded to also confer on the Bank the right to amend the Agreement and detailing the terms and conditions upon which it may exercise such right.</p>   |                      |
| <p>Revised provision to the effect that the Bank has also exercised reasonable care in ensuring the consistency of the English and Chinese versions of this Agreement.</p>   | <p>Clause [24.1]</p> |
| <p>Revised provision clarifying that no act, failure to act or delay to act, nor any omission by the Company will operate as a waiver of its rights.<br/>Revised provision to the effect that no act, failure to act or delay to act, nor any omission by the Bank will operate as a waiver, and a single partial, or defective exercise of the Bank's right will not preclude any further exercise of that right or any other right.</p>  | <p>Clause [24.4]</p> |
| <p>Revised provision to the effect that the Bank is also entitled to assign or transfer its rights and obligations under the Agreement to a third party.</p>   | <p>Clause [24.5]</p> |
| <p>Revised provision to the effect that the Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior communications with respect thereto.</p>   | <p>Clause [24.6]</p> |
| <p>Revised provision to the effect that (i) the Bank may also take all necessary actions to reinforce its stance against illegal activities and to comply with legal and compliance requirements in connection with the detection, investigation and prevention of illegal activities, and (ii) you represent to the Bank and the Company that, to the best of your knowledge, you have not committed or been convicted of tax crimes.</p> | <p>Clause [24.7]</p> |
| <p>New provision to the effect that any complaints related to the Card/Services/products should be directed to the address specified in the Agreement.</p>   | <p>Clause [24.8]</p> |
| <p>Revised provision granting directors, officers, employees, affiliates and agents of the Bank as well the right to rely on any provision of the Agreement which expressly confers rights or benefits on them.</p>  | <p>Clause [24.9]</p> |