

BANK OF CHINA (HONG KONG) LIMITED
BOC EXPRESS CASH REVOLVING CREDIT TERMS AND CONDITIONS

Successful applicant ("Borrower") of the approved Express Cash Revolving Credit facility ("Revolving Credit") shall be subject to the following terms and conditions:

1. Interpretation

1.1 Unless the context otherwise requires, the following expressions shall have the following meanings in these Terms and Conditions:

"Account" means an account opened by and maintained with the Bank under the name of the Borrower to which the Charges shall be debited;

"ATM" means any automatic teller machine in operation in the JETCO Network and such other networks as from time to time announced by the Bank;

"Bank" means Bank of China (Hong Kong) Limited including its successors, transferees and assigns and any person deriving title under it;

"Borrower" means the person to whom the Bank grants the Revolving Credit upon his/her application and any successor;

"Card" means any BOC Express Cash Card issued by the Bank and includes any renewal or replacement Card;

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

"Charges" means the aggregate value or amount of all cash advances effected by the use of the Revolving Credit and all relevant fees, charges, interest, costs and expenses in connection therewith;

"Connected Parties" means a director/ supervisor/ chief executive/ senior management and key staff/ chairman of committee/ head of department/ head of branch/ lending officer/ controller (holding 5% or more shareholding alone or together with associates who are controllers) of the Bank or Bank of China Limited (including their subsidiaries and branches) or the Bank's subsidiaries, affiliates and other entities over which the Bank is able to exert control or any controller/ minority shareholder controller/ director/ senior management and key staff of such subsidiaries, affiliates and other entities or being any firm, partnership or non-listed company which any of the aforesaid persons or their relatives is/are able to control. "Connected Parties" also includes any guarantor of the Borrower who is a controller, minority shareholder controller or director of the Bank or a relative of such controller, minority shareholder controller or director;

"Fees Schedule" means the schedule setting out the annual fees, cash advance handling fee, late payment charge, interest and other fees and charges from time to time in force and applicable to the Revolving Credit;

"HK\$" means Hong Kong dollars, the lawful currency of Hong Kong;

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

"Loan" means the aggregate principal amount of Revolving Credit made available to the Borrower pursuant to these Terms and Conditions;

"Loan Advice" means the confirmation issued by the Bank to the Borrower in relation to the Revolving Credit and the Loan;

"PDP Ordinance" means the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong;

"PIN" means the personal identification number of the Borrower required to gain access to the Account and services provided by the Bank from time to time through the use of the Card or via phone and internet banking.

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

1.3 Any reference to the Bank shall where the context permits or requires be deemed to include a reference to its successors, transferees and assigns and any person deriving title under it.

2. The Bank may in its absolute discretion approve or reject any application for Revolving Credit without giving any reason. The Bank will by written notice and/or verbally inform the Borrower whether the application is approved or rejected **and in no event shall the Bank be responsible for any loss or liability which the Borrower may suffer or incur as a result of any such application being rejected. The terms of the Loan (as approved by the Bank and confirmed by the Borrower), shall not be cancelled or amended by the Borrower and the Borrower shall be bound to accept the Revolving Credit on the terms set out in the Loan Advice and these Terms and Conditions.** In the event there is any inconsistency between the terms set out in the Loan Advice and these Terms and Conditions, the terms of the Loan Advice shall prevail to the extent of any inconsistency.

3. Upon approval of the application for Revolving Credit, the aggregate principal amount of the Revolving Credit (the "Credit Limit") duly requested by the Borrower will be drawn down immediately and the Bank will credit such amount (minus any applicable Charges) to the designated account of the Borrower.

4. The Revolving Credit constitutes a revolving credit facility up to the Credit Limit (as notified in the Loan Advice) which may be amended from time to time (in the Bank's discretion) that the Borrower may pay, repay and reborrow from time to time. The Borrower can redraw Revolving Credit by calling at the branch of the Bank or by accessing the Account through the use, as the case may be, of the Card or the PIN electronically.

5. Issue of Cards

5.1 The Bank may (in its discretion) issue one or more of the Cards to the Borrower subject to these Terms and Conditions. When a Card is issued the Bank will set up and maintain the Account to which the Charges will be debited and/or credited.

5.2 **Immediately upon receipt of the Card from the Bank, the Borrower shall:**

(a) sign the Card on the space provided; and

(b) sign and return to the Bank any acknowledgment of receipt of such card or otherwise activate such Card in accordance with the instructions of the Bank.

5.3 **The signature of the Borrower on the Card, or the use or activation of the Card by the Borrower shall constitute conclusive evidence of the Borrower's acceptance of and agreement to be bound by these Terms and Conditions.**

5.4 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 Bank within such 30 days' period, the renewal Card shall be deemed to have been received by the Borrower by the expiry date. By activating or using the renewal Card or continuing to use the Card after its expiry date, the Borrower shall be deemed to have accepted the renewal Card.**

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

6. Use of the Card

6.1 Use of the Card is restricted exclusively to the Borrower for cash advances and/or such other purposes approved by the Bank only and **the Borrower shall not use the Card for any other purposes, in particular any illegal purposes including without limitation payment for any illegal transaction.**

6.2 **The Borrower shall not transfer the Card to any person or allow any person to use the Card or pledge the Card as security for whatever purposes.**

7. Credit Limit

7.1 The Bank may from time to time (in its discretion) determine the Credit Limit and/or cash advance limit in respect of any Card issued by the Bank to the Borrower.

8. **The Borrower shall strictly observe the Credit Limit and cash advance limit imposed by the Bank from time to time and shall not use the Card or utilise the Revolving Credit in excess of such Credit Limit and/or cash advance limit. Breach of this Clause 8 shall not in any way reduce or discharge the liability of the Borrower for payment of any Charge arising as a result of such breach. The Borrower shall forthwith pay to the Bank any amount in excess of such Credit Limit upon receipt of a demand from the Bank.**

9. **In case the Borrower has applied or will apply for credit card from the Card Company, the Borrower agrees and confirms that the Card Company is authorized to transfer to the Bank, and also authorizes the Bank to obtain from the Card Company, any data relating to use of such credit card or other goods or services offered by the Card Company from time to time for the purposes set out in the DPN (as defined in Clause 23) except**

where the Borrower's express consent is required. In particular, the Borrower authorizes the Bank to include any data relating to such credit card use in the Borrower's bank statement and to use such data for processing applications, customer profiling and segmentation.

10. Fees and Charges and Interest Rates

- 10.1 Without prejudice to the right of the Bank under Clause 10.3, the Bank may (at the time when a Revolving Credit is made available to the Borrower) prescribe the following interest rates (which shall apply before as well as after judgment) applicable to the Loan:
- (a) privileged interest rate ("Privileged Interest Rate") which shall be applied in the manner as set out in Clause 11.5; and/or
 - (b) such interest rate(s) applicable to other credit facilities granted to the Borrower by the Bank (in its absolute discretion) which shall be applied in such manner as the Bank may prescribe.
- 10.2 Unless otherwise notified by the Bank in writing, **all fees, charges and interests payable by the Borrower under these Terms and Conditions are more particularly set out in and shall be paid according to the Fees Schedule.**
- 10.3 **The Bank may from time to time (in its discretion) revise the interest rates referred to in Clause 10.1 and the Fees Schedule in accordance with Clause 25.** Copies of the current Fees Schedule are available on request from the branches and the principal place of business of the Bank in Hong Kong and on the Bank's web site at www.bochk.com
- 10.4. **The Bank 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 Borrower.**
- 10.5 Interest charged by the Bank shall be calculated on the actual number of days elapsed and on the basis of a 365-days year (or 366 days leap year).

11. Account Statement and Payment

- 11.1 The Bank shall send a statement of account to the Borrower on a monthly or other periodic basis ("Statement") showing, inter alia, the balance in the Account as at the end of the statement period specified therein ("Current Balance"), the minimum payment due from the Borrower in respect of any Current Balance which is outstanding and due from the Borrower ("Minimum Payment") and specifying a payment due date except where there is no transaction and no outstanding balance on the Account during the statement period.
- 11.2 **Unless the Bank receives within 90 days from the date of the Statement a notification in writing from the Borrower to the contrary, the Bank shall be entitled to treat all transactions shown on the Statement as correct.**
- 11.3 **Any Current Balance which is outstanding and due from the Borrower shall be payable on the due date specified in the relevant Statement.**
- 11.4 All payments made by the Borrower shall be deemed to be made on the date on which immediately available cleared funds are actually received by the Bank ("Payment Date").
- 11.5 **Interest shall be charged on the balance in the Account in the following manner:**
- (a) **Interest at the Privileged Interest Rate shall be charged on the amount of cash advance effected by the drawdown of the Revolving Credit from the transaction date up to the date of the Statement next following ("Next Statement Date") (or up to the Payment Date if payment in respect of the transaction is received by the Bank before a Statement is next issued). Further interest shall be charged at the same rate on the Current Balance (including all fees and charges) or the unpaid portion thereof from the Next Statement Date to the Payment Date. All interest charged shall be debited to the Account and accrued to the Current Balance.**
 - (b) **All interest charged shall be debited to the Account on a monthly or other periodic basis. (c) If no payment or payment of less than the Minimum Payment is received by the Bank on or before the relevant due date, then in addition to the interest payable on the unpaid balance pursuant to Clause 11.5(a), a late payment charge and overdue interest (if applicable) at the rate as set out in the Fees Schedule shall be charged, which shall be debited to the Account on the Next Statement Date.**
- 11.6 All payments made to the Bank pursuant to these Terms and Conditions shall be made in base currency of the Revolving Credit subject to the Bank's discretion to accept payment in other currencies. Charges which are effected in currencies other than the base currency of the Revolving Credit may be debited to the Account after conversion into the base currency of the Revolving Credit at a rate determined by the Bank. Should the Bank accept payment rendered in currencies other than the base currency of the Revolving Credit, such payment may be credited into the Account after conversion into the base currency of the Revolving Credit at a rate determined by the Bank which may be subject to the payment of a **conversion fee** as set out in the Fees Schedule, which conversion fee shall be debited to the Account. Where payment is made by means of a bank draft or any other similar instrument, only such amount net of all **collection, administrative or handling fees** for processing such bank draft or instrument will be credited into the Account.
- 11.7 Payment received from the Borrower shall be applied towards repayment of the balance of the Account in the following order or in such other order as the Bank may in its absolute discretion determine from time to time:-
- (a) interest in respect of cash advance;
 - (b) service fees or charges;
 - (c) over-limit handling fees and overdue fees;
 - (d) principal balance in respect of cash advance;
 - (e) annual fee; and
 - (f) collection fee and legal costs and expenses incurred by the Bank for enforcing these Terms and Conditions.
- 11.8 The Bank shall have the right (in its absolute discretion) to refuse the payment of any sum of money into the Account in excess of the Current Balance of the Account. In the event there is any excess fund in the Account, the Bank shall be entitled but not obliged to apply the same towards repayment of any outstanding balance of the Account as and when it arises.
- 11.9 If after settlement of all outstanding Charges and any claims by the Bank against the Borrower there exists any credit balance in the Account ("Credit Balance"), the Bank may at any time on its own volition or shall within reasonable time upon request of the Borrower refund the Credit Balance to the Borrower.
- 11.10 **The Bank is entitled to charge a handling fee as set out in the Fees Schedule for each refund.**
- 11.11 The Borrower's payments will be made without any set-off, counterclaim or condition and free of all taxes, withholdings or deductions. **If a withholding or deduction is required by law or the Obligations (as defined in Clause 23.8 below) or otherwise, the Borrower will pay an increased amount so that the Bank receives a net amount equal to what the Bank would have received had there been no withholding or deduction.**
- 11.12 In the event that the Bank makes any payments to the Borrower, the payments will be made subject to applicable laws, regulations, directives and Obligations (as defined in Clause 23.8 below) and any required deduction or withholding. The Borrower confirms that the Borrower has (or will at the relevant time have) provided notice to and secured consent or waiver from any person owning a beneficial interest in such payments in respect of the aforesaid deduction or withholding. The Bank is authorized to pay the amount deducted or withheld to the relevant authority in accordance with the relevant requirement.

12. Borrower's Obligations and Liabilities

- 12.1 **The Borrower shall take reasonable care to keep the Card safely under his/her personal control. Further a Borrower shall not disclose the PIN to any other person and shall act in good faith, exercise reasonable care and diligence in keeping the PIN secret. Without limiting the generality of the foregoing, the Borrower must take the following measures to keep the Card safe and the PIN secret to prevent fraud:**
- (a) keep any record of the PIN separate from the Card;
 - (b) destroy the original printed copy of the PIN;
 - (c) never write down the PIN on the Card or on anything usually kept with or near the Card;
 - (d) never write down or record the PIN without disguising it;
 - (e) never use any easily accessible personal information as the PIN; and
 - (f) use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by the Bank.

12.2 **Upon the occurrence of any of the following events, the Borrower shall report as soon as reasonably practicable to the Bank by phone to the 24-hour hotline number (852) 25442222 of the Bank and thereafter confirm the same in writing within 24 hours or such other period as the Bank may prescribe from time to time:**

- (a) **loss and/or theft of the Card;**
- (b) **unauthorized use of the Card and/or the PIN;**
- (c) **disclosure of the PIN to any unauthorized person;**
- (d) **suspicion of any counterfeit card bearing the same number as the Card or purported to be issued under the Account; and/or**
- (e) **any suspected unauthorized use of the Card and/or the PIN and/or disclosure of the PIN.**

12.3 Without prejudice to the obligations under Clause 12.2, the Borrower shall report the relevant event to the police and shall submit to the Bank satisfactory documentary evidence of such police report as soon as reasonably practicable.

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

12.5 **Notwithstanding anything contained herein to the contrary, the Borrower shall repay to the Bank immediately upon demand from the Bank:**

- (a) **the outstanding balance of the Account;**
- (b) **all Charges in respect of the transactions effected by the use of the Card or other utilisation of the Revolving Credit but not debited to the Account; and**
- (c) **all fees and charges payable by the Borrower to the Bank under these Terms and Conditions.**

13. Unauthorized Transactions

13.1 **The Borrower shall examine his/her Statement carefully and report any unauthorized transactions in the Statement to the Bank within 90 days from the date of the Statement.**

13.2 The Bank 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 Borrower.

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

14. Borrower's Liabilities for Unauthorized Transaction

14.1 Provided that the Borrower has acted in good faith and with due care (including taking the precautions under Clause 12.1 and reporting any loss, theft, disclosure and/or unauthorized use of the Card and/or the PIN in accordance with Clause 12.2), the Borrower 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 Borrower;
- (b) for any unauthorized transactions made after the Borrower has duly notified the Bank of the loss, theft, disclosure and/or unauthorized use of the Card and/or the PIN;
- (c) when faults have occurred in the terminals, or other systems used, which cause the Borrower to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and
- (d) when transactions are made through the use of counterfeit cards.

14.2 Subject to Clause 14.3 and provided that the Borrower has acted in good faith and with due care (including taking the precautions under Clause 12.1 and reporting loss, theft, disclosure and/or unauthorized use of the Card and/or the PIN in accordance with Clause 12.2), the liability of the Borrower for all unauthorized Card transactions incurred prior to report shall not exceed the maximum amount (subject to the applicable law or regulatory directive) as notified by the Bank to the Borrower from time to time. The application of this maximum limit is confined to loss specifically related to the Account and does not cover cash advances.

14.3 **The Borrower shall be fully liable for all losses and damages arising out of or in connection with the loss, theft, disclosure and/or unauthorized use of the Card and/or the PIN if the Borrower has acted fraudulently or with gross negligence, or has failed to comply with Clauses 12.1 or 12.2 or take reasonable precautions to prevent such loss, theft and/or unauthorized use of the Card, or if the unauthorized use of the Card involves the use of the Borrower's PIN with or without the Borrower's knowledge, or if the Borrower fails to report such loss, theft, disclosure and/or unauthorized use of the Card/PIN to the Bank as soon as reasonably practicable (in which case the Borrower shall be liable for such loss and damage before the Bank receives the Borrower's report of such loss, theft, disclosure and/or unauthorized use of the Card/PIN) and (subject to Clause 14.2, where applicable) the Borrower agrees to indemnify and keep the Bank fully indemnified against all losses, damages, liabilities and all reasonable costs and expenses reasonably incurred as a result thereof.**

15. Limitation on Liabilities

15.1 Under no circumstances shall the Bank be responsible for any direct loss and liability which the Borrower 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 Bank, any Card services offered by the Bank subject however to the provision under Clause 14.1 and except to the extent that any such loss and liability is attributable to the fraud, negligence or wilful default on the part of the Bank.

15.2 The Bank accepts no responsibility for the refusal of any financial institution to honour the Card.

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

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

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

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

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

15.8 In the event of any proceedings which a Borrower may bring against the Bank for any cause whatsoever such Borrower agrees that the Bank's liability shall not exceed those amounts wrongly charged to the Account (and interest on such amounts).

16. Termination and Suspension of the Revolving Credit and/or the Card

16.1 **The Borrower may at any time terminate the Revolving Credit and/or the Card by giving not less than 14 days' prior written notice to the Bank provided that the Borrower shall remain liable for all transactions effected through the utilisation of the Revolving Credit and/or the Card notwithstanding such termination until all sums due under the Account (whether or not posted to the Account) are paid in full.**

- 16.2 The Bank may at any time, with or without notice as the Bank may determine in the circumstances, terminate the Revolving Credit and/or the Card. The Bank may, under exceptional circumstances (for example, where the Revolving Credit, the Card or the Account is being used or is suspected of being used for illegal activities or on the death or bankruptcy of the Borrower or on the confirmation of debt restructure arrangement), terminate the Revolving Credit, the Card and/or the Account without prior notice. The Bank is not obliged to give the Borrower a reason for terminating the Revolving Credit, the Card and/or the Account. Nonetheless, the Bank may provide the Borrower with a reason where appropriate and not against the law. Without limiting the generality of the foregoing, the Bank is entitled to terminate the Card by listing the relevant Card in its cancellation list or bulletin without notice whereupon the right to use the Card shall be revoked.
- 16.3 **The Bank may at any time without prior notice suspend, or cancel the Revolving Credit and/or the Card and/or suspend, cancel or terminate any services thereby offered and/or disapprove any transaction proposed to be effected thereby and may not give any reason.**
- 16.4 **Upon termination of the Card (whether by the Borrower or the Bank), the Borrower shall surrender or procure the surrender of the Card to the Bank. The Borrower shall continue to be liable for the use of the Card and for all Charges pursuant to such use notwithstanding termination of the Card. No request to terminate a Card shall be effective unless and until such Card is terminated by or returned to the Bank.**
- 16.5 **On termination of the Revolving Credit and/or the Card (and notwithstanding any prior agreement between the Bank and the Borrower to the contrary) or on the death or bankruptcy of any Borrower the total sum due to the Bank as reflected in the Account and the amount of any Charges incurred after termination, shall become immediately due and payable without demand.**
- 16.6 The Bank may refuse to provide any new service or terminate any or all services to the Borrower or block or close the Borrower's Account/Card(s) or take any actions necessary for the Bank or any of its group companies for compliance with its/their obligations as referred to in Clauses 11.12 and 23 in the event that (i) the Borrower or any entity or person whose information is required for opening/maintaining of Account/Card(s) and/or provision of products and services to the Borrower ("Relevant Person") fails to provide promptly any information as the Bank or any of its group companies reasonably request(s); (ii) the Borrower or the Relevant Person fails to give the Bank consent or waiver necessary to permit the Bank or any of its group companies or its/their third party service provider to carry out the actions described in Clause 11.12 and 23; or (iii) there is any suspicion of crime or unlawful act or attempt or associated risk.
- 16.7 The Bank shall be entitled to act on any instruction whether oral or in writing purportedly given by the Borrower and the Bank shall not be liable to the Borrower for any loss or damage of whatever nature which the Borrower may suffer or incur whether directly or indirectly as a result of such action of the Bank.
- 16.8 The Bank shall have the right at its absolute discretion to refuse any instruction whether oral or in writing purportedly given by the Borrower if the Bank is in doubt of the authenticity of such instruction and the Bank shall not be liable to the Borrower for any loss or damage of whatever nature which the Borrower may suffer or incur whether directly or indirectly as a result of such refusal by the Bank.
- 16.9 The Bank shall not be liable for any loss or damage of whatever nature suffered or incurred by the Borrower whether directly or indirectly as a result of such suspension, cancellation, termination or disapproval.
- 16.10 **The Card shall at any time remain the property of the Bank. The Borrower shall unconditionally and immediately upon demand surrender or procure to be surrendered the Card to the Bank.**

17. Rights of Set-off

- 17.1 In addition and without prejudice to any banker's lien, right of set-off or similar right to which the Bank may be entitled, the Bank shall have the right at any time without any consent from, reference or prior notice to the Borrower (any such consent or prior notice being expressly waived) to set-off and appropriate and apply any credit balance on any of the account(s) and/or deposit(s) (whether or not subject to notice and whether or not matured) of the Borrower and/or jointly maintained by the Borrower with other party(ies) in whatever currency maintained with any of the branches or sub-branches of the Bank against or on account of any sums due and owing to the Bank by the Borrower hereunder. For such purposes, the Bank may convert all or any part of such credit balance to any other currencies at the applicable exchange rate quoted and determined by the Bank from time to time.

18. Secured Liabilities

- 18.1 **The Borrower agrees and confirms that each all-monies mortgage or other security executed or to be executed by the Borrower in the Bank's favour for any purpose, either before or after the application for any Loan, shall also secure the obligations of the Borrower under any Loan to be advanced by the Bank to the Borrower from time to time. This Clause 18.1 shall not apply to any Loan which was originally advanced by the Card Company to the Borrower prior to 27 January 2019.**

19. Settlement of the Borrower's liabilities to the Bank 19.1 The Borrower acknowledges that liabilities of the Borrower to the Bank hereunder may be settled in a variety of ways. **The Borrower hereby irrevocably authorizes and instructs the Bank (if he/she has account(s) with the Bank) to debit the full amount or part thereof standing to the credit of such account(s) (whether held singly or jointly with others, and whether or not such amount is matured or due and payable) for the satisfaction of any liability of the Borrower to the Bank hereunder without prior notice to the Borrower from time to time. The Borrower 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 such authorization and instruction. The Borrower further agrees that to the maximum extent permitted under applicable law, the Bank, in acting in reliance upon this Clause 19, shall not be liable for any loss suffered by the Borrower and the Bank shall not be liable for any overdraft interest and/or handling charges arising out of the Bank acting in reliance upon this Clause 19.**

20. Borrower's Liabilities for Collection Costs and Legal Expenses

- 20.1 The Bank is entitled to appoint debt collection agencies and/or institute legal proceedings at any time to collect and/or recover any amount from time to time due to the Bank under these Terms and Conditions.
- 20.2 **The Borrower shall indemnify the Bank in respect of:**
- (a) **all legal costs and expenses reasonably incurred by the Bank in seeking to enforce payment of the debts due from the Borrower to the Bank under these Terms and Conditions; and**
 - (b) **all costs and expenses reasonably incurred by the Bank in connection with the appointment of debt collection agencies provided that the total collection costs recoverable against the Borrower hereunder shall in normal circumstances not exceed 30% of the aggregate outstanding balance of the Account for the payment of which the Borrower is responsible.**

21. ATM and Other Facilities

- 21.1 Where the Card is used with any ATM or other devices (collectively "Electronic Devices") to effect cash advance or other transactions, the Borrower's use of the Card shall be subject to these Terms and Conditions in addition to any other terms and conditions (including without limitation the "Conditions for Services" and "General Information", retail banking services of the Bank) which may govern any other services provided through the Card.
- 21.2 The Bank shall not be liable to the Borrower 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 incurred as a result of the aforesaid in this Clause 21.2 is attributable to the fraud, negligence or wilful default on the part of the Bank.
- 21.3 **Except to the extent that any such loss and liability of the transactions mentioned in this Clause 21.3 is attributable to the fraud, negligence or wilful default on the part of the Bank, the Borrower shall be responsible for all transactions and (subject to Clause 14.2, where applicable) the Borrower shall indemnify the Bank against all losses, damages, claims and liabilities and all reasonable costs and expenses which are reasonably incurred by the Bank arising from or in connection with the use of the Card at any Electronic Devices by any person whomsoever, whether or not:**
- (a) **such use is authorized or otherwise approved by the Borrower;**
 - (b) **the Borrower is at the material time aware of such use;**
 - (c) **such use is against the wish of the Borrower;**
 - (d) **such use is the result of or otherwise involves any criminal activity whatsoever including (without limitation) illegitimate violence or threat of imminent illegitimate violence, criminal intimidation, or deception in any form, on the part of any person whomsoever; or**

(e) the Borrower has notified the Bank or any law enforcement agency of any loss or theft of the Card, or of any criminal activity hereinbefore referred to.

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

22. Transaction Record

22.1 The Bank's record of all transactions effected in the Account shall be conclusive evidence of such use.

23. Personal Data and Account Information

23.1 **The Borrower hereby acknowledges that the Borrower has received, read and understood the contents of the Data Policy Notice or such other document(s) issued under whatever name from time to time by the Bank and certain of its related entities relating to their general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time) ("DPN") and agrees that the contents of the DPN shall be binding on the Borrower except where the Borrower's express consent is required. Copies of the current version of the DPN are available at the principal place of business of the Bank in Hong Kong or on the website of the Bank at www.bochk.com.**

23.2 The Borrower confirms that every entity or individual whose information has been (or will be) provided to the Bank or the transferees (as referred to in Clause 23.8 below) in connection with Account and/or provision of products and services to the Borrower has (or will at the relevant time have) been notified of and consented to the using, processing and disclosing of its/his/her information (including personal data for individual) in accordance with this Clause 23 and for the purposes as shown in the DPN (in case of individual).

23.3 **The Borrower hereby authorizes the Bank to use any information it may have concerning the Borrower and/or the Account in accordance with the DPN.**

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

23.5 The Bank shall use all personal data (as defined in the PDP Ordinance) of the Borrower in compliance with the PDP Ordinance.

23.6 **The Borrower shall notify the Bank promptly in writing of any change in the information provided to the Bank in the application form pursuant to which the Card is issued including but not limited to any change of employment or business and of residential or correspondence address. The Borrower agrees to notify the Bank promptly in writing if he/she is or becomes a Connected Party as defined in Clause 1.1.**

23.7 The personal representative(s) of the Borrower shall promptly notify the Bank in writing of the death of the Borrower.

23.8 The Bank will treat information relating to the Borrower as confidential, but unless consent is prohibited by law, the Borrower consents to the transfer and disclosure by the Bank of any information relating to the Borrower to and between the holding companies, branches, subsidiaries, representative offices, affiliates and agents (who provide administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business) of the Bank and any third parties (including any credit reference agencies, networks, exchanges and clearing houses) selected by the Bank or any of them (each a "transferee"), wherever situated, for confidential use (including for data processing, statistical, credit and risk analysis purposes). The Bank and any of the transferees may transfer and disclose any such information to any person as required by any law, regulation, court, regulator, legal process or code in Hong Kong or any other jurisdictions outside Hong Kong or according to its group's policy, any present or future contractual or other commitment with legal, regulatory, governmental, tax, law enforcement or other authorities, securities or futures exchange, central bank, or self-regulatory or industry bodies or associations of financial services providers ("Authorities") in Hong Kong or any other jurisdictions outside of Hong Kong or agreement or treaty between Authorities and applicable to the Bank or a member of its group companies (collectively "Obligations"). This Clause 23.8 shall apply to the Borrower subject to the DPN. The Borrower consents to the relevant consumer credit data being shared by the Bank with all selected credit reference agencies under the Multiple Credit Reference Agencies Model which may also be shared with a Type One Special Member (meaning an insurer or a subsidiary of an insurer authorized under Section 8(1)(a) or 8A(1)(a) of the Insurance Ordinance (Cap. 41 of the Laws of Hong Kong) to carry on insurance business with the need to use consumer credit data for purposes permitted under the Code of Practice on Consumer Credit Data issued by the Privacy Commissioner for Personal Data as updated or superseded from time to time) in relation to the provision of insurance coverage to the Bank by the Type One Special Member. The Borrower understands that he/she is entitled to request for a credit report from all credit reference agencies in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model without charge within any twelve-month period respectively to each selected credit reference agency.

23.9 The Borrower consents to the Borrower information being transferred to another jurisdiction outside Hong Kong and being used, processed and stored in or outside Hong Kong by third parties on behalf of the Bank. The Bank will contract with the third parties to take reasonable care to keep the Borrower information confidential and to observe, in conformity with local laws and regulations, the requirements of the PDP Ordinance. The regulatory and judicial authorities in Hong Kong or any other jurisdictions outside of Hong Kong may in certain circumstances have access to the Borrower information. This Clause 23.9 shall apply to the Borrower subject to the DPN.

23.10 The Borrower acknowledges and agrees that some services, operational and processing procedures relating to the transactions/services provided by the Bank to the Borrower may from time to time be outsourced by the Bank to regional or global processing centers, holding companies, branches, subsidiaries, representative offices, affiliates and agents (who provide administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business) of the Bank and third parties selected by the Bank or any of them, wherever situated, and these service providers may from time to time be given access to information relating to the Borrower and/or the Account and/or the transactions and services provided by the Bank to the Borrower for the purpose of or in relation to the services and procedures they perform. This Clause 23.10 shall apply to the Borrower subject to the DPN.

24. Notice

24.1 Any notice given by the Borrower hereunder shall be given in writing and delivered to the Bank at its address at 20/F., BOC Credit Card Centre, 68 Connaught Road West, Hong Kong.

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

- (a) on posting for 3 Business Days in one or more of the banking halls in Hong Kong of the Bank,
- (b) 3 Business Days after publication as an advertisement in a Hong Kong newspaper,
- (c) when posted on the website of the Bank,
- (d) when left at any of the address of the Borrower on the Bank's record, or 48 hours after mailing to such address or 7 days if the address is outside Hong Kong,
- (e) when sent by electronic mail or message or facsimile to any of email address or equipment or facsimile number of the Borrower on the Bank's record, or
- (f) when communicated including by leaving a voice message, if by telephone or other oral communication, notwithstanding the death or incapacity of the Borrower.
- (g) For the purpose of this Clause 24.2, "Business Day" means a day on which the banks are open for business in Hong Kong other than Sunday and public holiday.

25. Amendment

25.1 The Bank may (in its discretion) from time to time change any of the terms and conditions of these Terms and Conditions and/or the Fees Schedule provided that the Bank will where practicable give the Borrower not less than 60 days' prior notice before any significant change of the terms and conditions, or facility terms, of the loans takes effect, unless such changes are beyond the Bank's control.

25.2 **Retention or continued utilisation of the Revolving Credit and/or the Card after the effective date of any change of the terms and conditions of these Terms and Conditions and/or the Fees Schedule shall constitute the Borrower's acceptance of such changes.**

25.3 If the Borrower does not accept the proposed change by the Bank, the only recourse available to the Borrower is to terminate the Revolving Credit and the Card in accordance with Clause 16.1.

25.4 Where a Borrower terminates his/her Revolving Credit and the Card pursuant to Clause 25.3 within reasonable time, the Bank will repay the annual or other periodic fees on that Revolving Credit and the Card (if any) on a pro rata basis if the fees can be separately distinguished and the amount involved is not minimal.

26. Law and Jurisdiction

26.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong and the Borrower irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

27. Third Party Rights

27.1 Subject to Clause 27.3, a person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the "Third Parties Ordinance") to enforce or to enjoy the benefit of any term of these Terms and Conditions.

27.2 Notwithstanding any term of these Terms and Conditions, the consent of any person who is not a party to these Terms and Conditions is not required to rescind or vary these Terms and Conditions at any time.

27.3 The Card Company and any director, officer, employee, affiliate or agent of the Bank or the Card Company may, by virtue of the Third Parties Ordinance, rely on any provision of these Terms and Conditions (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

28. Miscellaneous

28.1 These Terms and Conditions are written in both English and Chinese. In case of conflict or deviation in interpretation, the English version shall prevail.

28.2 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.

28.3 These Terms and Conditions shall be binding on each successor, personal representative and person lawfully acting on behalf of the Borrower.

28.4 No failure to act, omission or delay by the Bank to exercise or enforce any right under any terms and conditions of these Terms and Conditions 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.

28.5 The Borrower may not assign any of his/her rights and/or obligations under these Terms and Conditions. The Bank may assign or transfer any of its rights and obligations under these Terms and Conditions to any third party.

28.6 To reinforce the Bank's firm stance against tax illicit activities and to meet the legal and compliance requirements in connection with the detection, investigation and prevention of money laundering, terrorist financing, tax evasion, fraud, or any acts or attempts to circumvent or violate any laws relating to these matters, the Bank shall take all necessary actions including but not limited to routinely screening, monitoring and reviewing the Borrower and the Borrower's transactions for such purposes. **The Borrower confirms and understands that the Borrower's tax status will be subject to such screening and monitoring. The Borrower also represents to the Bank that the Borrower has, to the best of the Borrower's knowledge, not committed or been convicted of tax crimes.**

28.7 Remuneration of the Bank's sales staff may consist of fixed and variable components. The award of variable remuneration correlates in part with the staff's performance in financial and non-financial factors.

28.8 Big Data Analytics and Artificial Intelligence ("BDAI") technology may be used by the Bank or through its service providers in relation to customer personal or non-personal information for performing the borrower's credit and risk assessments, enhancing the Bank and customer protection, performing statistical analysis, data mining, developing and maintaining the predictive modelling, assisting in business decision-making and improving operational efficiencies. Use of BDAI by the Bank in relation to personal information is governed by the Bank's BDAI application policies, including the adoption of appropriate measures to ensure that the BDAI are developed and used ethically. Borrowers need to understand that if the personal information in the Bank is out of date or inaccurate, the analysis results of the BDAI application may be affected. Please contact our BOC Express Cash Customer Service Hotline if you have any comment, enquiry or assistance required.