

Important Terms and Conditions of BOC Commercial Card (Account Applicant)

1. Approval of this credit card application and issue of the credit card ("Card") to the person(s) ("Cardholder(s)") nominate by you from time to time is subject to our satisfactory verification of the data stated in your application form and the documents supplied by you and to our credit policy from time to time in force. We reserve the right to refuse your application without assigning any reason therefor.
2. You agree to be bound by the terms and conditions of the BOC Credit Card (International) Limited BOC Commercial Card User Agreement ("User Agreement"). A copy of the User Agreement is available at our principal place of business or on our web site at www.boci.com.hk.
3. Immediately upon receipt of the Card, the Cardholder has the responsibility to sign the Card on the space provided, and if so required by us activate the Card by acknowledging receipt of it or by other means according to our instructions. The signature of the Cardholders on the Card, or use or activation of the Card shall constitute conclusive evidence of the agreement by both of you and the Cardholder to be bound by the terms and conditions of the User Agreement.
4. All applicable fees, charges and interest payable in respect of the issue and use of the Card are set out in the Fees Schedule referred to in the User Agreements. A copy of the Fees Schedule is available at our principal place of business or on our web site at www.boci.com.hk.
5. You will receive from us copies of statements of account or a consolidated statement of account ("Statement") on a monthly or other periodic basis showing (among other things) the current balance of each Cardholder's account, the minimum payment due from each Cardholder to us (if applicable) and the payment due date. You agree to verify the transaction details of the Statement and notify us in writing of any error within 60 days from the date of the Statement. Otherwise, we shall be entitled to treat all transactions shown on the Statement as correct and conclusive.
6. You acknowledge and agree that if no payment or payment of less than the current balance is made on or before the due date, interest shall be charged on the unpaid balance from the date of the Statement. If we specify a minimum payment in the Statement, a late charge applies only if no payment or payment of less than that minimum payment is made on or before the due date.
7. Payment made by you shall be applied towards repayment of the balance of your account in such order as we may in our absolute discretion determine from time to time. Without prejudice to the generality of the foregoing, we may apply your payment towards repayment of the respective sums of moneys due from the Cardholder(s) in such order and priority as we may in our absolute discretion determine from time to time.

8. You acknowledge that the Card is our property. The Card shall be returned to us upon the termination of the Card or demand of us.
9. It is your responsibility to report as soon as reasonably practicable to us and to the police of any loss, theft and/or unauthorized use of the Card and/or PIN or suspected unauthorized use of the Card or any counterfeit card.
10. Notwithstanding anything contained in the User Agreement regarding credit period granted to you by us, you shall repay all sums due to us immediately upon our demand.
11. You agree to examine your Statement carefully and report any unauthorized transactions in the Statement within 60 days from the date of the Statement.
12. Provided that you and the Cardholder have acted in good faith and with due care (including taking all necessary precautions to safeguard the Card and to report loss, theft and/or unauthorized use of the Card as soon as practicable) in handling the Card, your liability for loss, theft and/or unauthorized use of the Card shall not exceed the maximum from time to time prescribed by the applicable law or regulatory directive.
13. You shall be fully liable for all loss and damage arising out of or in connection with the loss, theft and/or unauthorized use of the Card if you or the Cardholder have acted fraudulently or with gross negligence, or have failed to take all necessary 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 Cardholder's PIN with or without your or his/her knowledge and shall indemnify us against all losses, damages, liabilities and all reasonable costs and expenses incurred as a result thereof.
14. You shall (jointly and severally with each Cardholder) be liable to us for any and all transactions effected and/or liabilities incurred by that Cardholder and/or through the use of the Card whereas a Cardholder shall be liable only for the transactions effected and the liabilities incurred by such Cardholder through the use of his/her Card.
15. You irrevocably authorize us at any time and from time to time to combine and set off your sub-account and other account(s) with us without prior notice.
16. You irrevocably authorize and instruct each of the Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited and Chiyu Banking Corporation Limited with which you may have account(s) to debit and pay to us the credit balance thereof (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of your liability to us without prior notice upon our request.

17. You acknowledge that in the event of your default in repayment of any amount from time to time due to us, we are entitled to appoint debt collection agencies and/or institute legal proceedings at any time without prior notice to you to enforce repayment. You agree to indemnify us against all costs and expenses reasonably incurred in connection with the appointment of debt collection agencies provided that the total collection costs recoverable against you shall in normal circumstances not exceed 30% of the aggregate outstanding balance of your account. You also agree to indemnify us against all legal costs and expenses reasonably incurred by us in enforcing payment via legal process.
18. We may (in our discretion) from time to time change any of the terms and conditions of the User Agreement and/or the Fees Schedule provided that we shall give you not less than 30 days' notice before any change of the terms and conditions affecting fees and charges and your liabilities or obligations takes effect, unless such changes are beyond our control. You may terminate the Card in accordance with the User Agreement if you do not accept our proposed change.
19. We may at any time without notice and without giving any reason suspend, cancel or terminate the Card and/or any services thereby offered and/or disapprove any transaction proposed to be effected by the Card.
20. Where the Card is used through ATM, point of sale terminals or other devices, the use of any services through such shall be subject to the terms and conditions (including without limitation the "General Information" and the "Conditions for Services") which may govern any other services provided through the Card.
21. If there is any inconsistency or conflict between the English and the Chinese versions of these terms and conditions, the English version shall prevail. In the event of any inconsistency between the terms and conditions stated herein and the User Agreement, the User Agreement shall prevail.