

## **IMPORTANT TERMS AND CONDITIONS OF BOC CUP DUAL CURRENCY CARD**

The important terms and conditions of the BOC Credit Card (International) Limited Dual Currency Card User Agreement (“**User Agreement**”) are summarized below for your reference and you should read the User Agreement (available at our principal place of business or on our website at [www.boci.com.hk](http://www.boci.com.hk)) which shall be binding on you. Unless otherwise specified, capitalized terms listed in this document shall have the same meaning as those defined in the User Agreement.

1. Approval of this dual currency card application and the issue of the dual currency card (“**Card**”) to you are subject to our satisfactory verification of the data stated in your application form and the documents supplied by you in support thereof and our credit policy from time to time in force. We reserve the right to refuse your application without assigning any reason therefore. When a Card is issued, we will set up and maintain the Account in respect of the Card to which the Charges will be debited and/or credited.
2. Immediately upon receipt of the Card, you have the responsibility to sign the Card on the space provided, and if so required by us activate the Card according to our instructions. Your signature on the Card, or use or activation of the Card shall constitute conclusive evidence of your agreement to be bound by the terms and conditions of the User Agreement.
3. Use of the Card is restricted exclusively for bona fide purchase of goods and/or services and/or cash advances only and you shall not use the Card for any other purpose, in particular for any illegal purpose including without limitation payment for any illegal transaction. You shall also observe all laws and regulations from time to time in operation in Mainland China in relation to any transaction conducted with the Card in Mainland China.
4. You shall not transfer the Card to any person or allow any person to use the Card or pledge the Card as security for whatever purpose.
5. The Card is denominated in both HKD and CNY and is valid for your use in Mainland China, Hong Kong and such other places from time to time designated by us in merchant establishments or financial institutions which are using and connected to CUP’s POS system and/or cash advances effected at the ATM or bank counter.
6. Currencies settled in respect of all Charges incurred in all card transactions effected by the use of the Card in HKD will be posted to the HKD Account. Currencies settled in respect of all Charges incurred in all card transactions

effected by the use of the Card in currencies other than HKD or CNY shall be posted into the HKD Account after conversion into HKD at the prevailing rate of exchange determined by reference to the rate of exchange adopted by CUP on the date of conversion plus a handling fee (if applicable) charged by us as set out in the Fees Schedule.

7. Subject to Clause 8, Charges incurred in all card transactions effected by the use of the Card in CNY will be posted to the CNY Account.
8. Charges incurred in certain card transactions effected by the use of the Card in CNY may be posted to the HKD Account due to the settlement arrangement if the card transactions are processed by the merchant establishments or financial institutions in HKD, including but not limited to Charges incurred through cash advances in CNY effected at the JETCO ATM.
9. 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 Agreement. A copy of the Fees Schedule is available at our principal place of business or on our web site at [www.boci.com.hk](http://www.boci.com.hk).
10. You shall strictly observe the credit limit, the cash advance limit and the daily cash advance limit imposed by us from time to time and shall not use the Card in excess of such limits. Breach of the foregoing shall not in any way reduce or discharge your liability for payment of any sums arising as a result of such breach. You shall forthwith upon demand pay to us any amount in excess of such limits.
11. You will receive from us a statement of account (“**Statement**”) (for both HKD Account and CNY Account) on a monthly or other periodic basis showing (among other things) the current balance of your account, the minimum payment due from you to us and the payment due date, except where there is no New Transaction since the last statement. You agree to verify the transaction details of the Statement carefully and notify us in writing of any error or unauthorized transaction 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.
12. You should settle outstanding balance in HKD Account and CNY Account separately. All payment made to us pursuant to the User Agreement to settle the HKD Account shall be made in HKD subject to our discretion to accept payment in other currencies. If any payment is made in currencies other than HKD, such payment shall be credited into the HKD Account after conversion into HKD at a rate of exchange determined by us in which case we shall be entitled to charge a conversion fee as set out in the Fees Schedule. Any excess payment in settlement of HKD Account shall not be used to settle outstanding payments in CNY Account.

13. All payment made to us pursuant to the User Agreement to settle the CNY Account shall be made in CNY or HKD subject to our discretion to accept payment in other currencies. If any 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 us in which case we shall be entitled to charge a conversion fee as set out in the Fees Schedule. Any excess payment in settlement of CNY Account shall not be used to settle outstanding payments in HKD Account.
14. You acknowledge and agree that if you shall make no payment or payment of less than the current balance on or before the due date, interest shall be charged on (i) the unpaid balance from the date of the Statement, and (ii) 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 your account and shown in the Statement) from the date of that new transaction, and if you shall make no payment or payment of less than the minimum payment on or before the due date, then a late charge shall be charged in addition to the interest payable on the unpaid balance and the amounts of all new transactions. Where additional card(s) is/are issued, we may treat any or all fees, charges and/or interests arising out of the use of any additional card as though the same were incurred by the main cardholder to all intents and purposes.
15. 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. Where additional card(s) is/are issued to you, payment made by a main cardholder shall be applied towards repayment of the respective sums of moneys due from the main cardholder and from the additional cardholder(s) in such order and priority as we may in our absolute discretion determine from time to time. Although an additional cardholder is only liable for transactions effected through his/her own additional card, such additional cardholder may (at his/her option) settle the amounts due from the main cardholder and/or other additional cardholders. Any payment made by an additional cardholder in excess of the amounts then due from him/her to us shall be irrevocably deemed to be voluntary payment to settle (in whole or in part) the amounts due from the main cardholder and/or other additional cardholders, in such order and priority as we may from time to time determine.
16. You acknowledge that the Card is our property. You agree to take all necessary measures to keep the Card safely under your personal control and the personal identification number (“PIN”) secret and use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by us

to prevent fraud.

17. It is your responsibility to report as soon as reasonably practicable to us and to the police of any loss, theft, unauthorized use of the Card and/or PIN and/or suspected unauthorized use of the Card or any counterfeit card.
18. 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.
19. Provided that you 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 or suspected 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 (other than cash advances effected by the use of the PIN) shall not exceed the maximum amount as notified by the Company to the Cardholders from time to time (subject to applicable laws and regulations) .
20. 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/PIN if you 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/PIN or if you fail to report such loss, theft and/or unauthorized use of the Card/PIN to us as soon as reasonably practicable (in which case you shall be liable for all such loss and damage before we receive your report of such loss theft and/or unauthorized use of the Card/PIN) or if the unauthorized use of the Card involves the use of your PIN with or without your knowledge and shall indemnify us against all losses, damages, liabilities and all reasonable costs and expenses incurred as a result thereof.
21. Where additional card(s) is/are issued to you, a main cardholder shall (jointly and severally with the additional cardholders) be liable to us for any and all transactions effected and/or liabilities incurred by the additional cardholders and/or through the use of the additional cards whereas an additional cardholder shall be liable only for the transactions effected and the liabilities incurred by such additional cardholder through the use of the additional card.
22. You irrevocably authorize us at any time and from time to time to combine and set off all or any of your accounts with us without prior notice.
23. 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 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.

24. 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 against 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, and against all legal costs and expenses reasonably incurred by us in enforcing payment via legal process.
25. We may (in our discretion) from time to time (i) change any of the terms and conditions of the User Agreements and/or the Fees Schedule; (ii) change any amounts percentage, penalty rates or other fees and charges contained in the Fee Schedule; and (iii) impose any new fees and charges in respect of any current or new services, and you shall be bound by the above if you continue to use the Card after the relevant effective date provided that if any of the above will affect fees and charges or otherwise your liabilities or obligations and is not necessitated by any circumstances beyond our control, we shall give you not less than 60 days' notice. You may terminate the Card in accordance with the User Agreement if you do not accept our proposed change.
26. 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 "Conditions for Services" and "General Information") which may govern any other services provided through the Card.
27. You may at any time terminate the Card by giving not less than 14 days' prior written notice to us provided that you shall remain liable for the outstanding balance of the Account together with all transactions effected through the use of the Card and any fees and charges which have not yet been posted to the Account notwithstanding such termination until all sums due under the Account (whether or not posted to the Account) are paid in full.
28. 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. Upon cancellation or termination, you must unconditionally and immediately cease using of the Card for any purpose.
29. 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.

Last update: 1 August 2011