BOC GREAT WALL RENMINBI CREDIT CARD USER AGREEMENT

The Card(s) (as defined below) is/are issued by BOC Credit Card (International) Limited ("Company") on the following terms and conditions:-

1. Interpretation
1.1 Unless the context otherwise requires, the following expressions shall have the following meanings in this Agreement:-
"Account" means an account opened by and maintained with the Company under the name of the Cardholder to which the Charges shall be debited;
"Additional Card" means a Card issued by the Company to an Additional Cardholder nominated by the Main Cardholder and at the joint request of the Main Cardholder and such Additional Cardholder;
"Additional Cardholder" means any person to whom and in whose name an Additional Card is issued;
"ATM" means any applicable automatic teller machine in operation in the Network situated within Mainland China;
"Card" means any BOC Great Wall Renminbi credit card issued by the Company and includes Main Card and Additional Card and any renewal or replacement Card;
"Cardholder" means any person to whom and in whose name a Card is issued and includes Main Cardholder and Additional Cardholder as the context requires;
"Charges" means the aggregate value or amount of all purchase of goods and/or services and/or cash advances effected by the use of the Card and all relevant fees, charges, interest, costs and expenses in connection therewith;
"Fees Schedule" means the schedule setting out the annual fees, cash advance handling fee, late charge, interest and other fees and charges from time to time in force and applicable to the Card;
"Hong Kong" means the Hong Kong Special Administrative Region of the PRC;
"Main Card" means a Card issued by the Company to a Main Cardholder to which one or more Additional Cards are issued thereto;
"Main Cardholder" means any person to whom and in whose name a Main Card is issued;
"Mainland China" means any part of the PRC, other than Hong Kong, Macau and Taiwan;
"Network" means such network of automatic teller machines from time to time designated by the Company;
"PDP Ordinance" means the Personal Data (Privacy) Ordinance, Chapter 486 of the Laws of Hong Kong;
"PIN" means in relation to a Card, the personal identification number of the Cardholder required to gain access to services provided by the Company from time to time through the Card;
"PRC " means the People's Republic of China; and
"RMB" means Renminbi yuan, the lawful currency of the PRC.
1.2 In this Agreement, 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 Company shall where the context permits or requires be deemed to include a reference to its successors and assigns.
2. Issue of Cards
2.1 The Company may (in its discretion) issue one or more of the Cards to the Cardholder subject to the terms and conditions of this Agreement.
2.2 Upon the application of the Main Cardholder and subject to the approval of the Company (in its discretion), the Company may issue one or more Additional Cards to the Additional Cardholders nominated by such Main Cardholder.
2.3 Immediately upon receipt of the Card from the Company, the Cardholder shall:-
(a) sign the Card on the space provided; and
(b) sign and return to the Company any acknowledgment of receipt of such card or otherwise activate such Card in accordance with the instructions of the Company.
2.4 The signature of the Cardholder on the Card, or the use or activation of the Card by the Cardholder shall constitute conclusive evidence of the Cardholder's acceptance of and agreement to be bound by the terms and conditions of this Agreement.
2.5 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 Company within such 30 days' period, the renewal Card shall be deemed to have been received by the Cardholder by the expiry date. By activating or using the renewal Card or continuing to use the Card after its expiry date, the Cardholder shall be deemed to have accepted the renewal Card.
2.6 The Company shall have the right to refuse issuing a replacement Card to the Cardholder if his/her Card is lost or stolen. Where a replacement Card is issued, the Company shall be entitled to charge a handling fee for such replacement Card in accordance with the Fees Schedule.
3. Use of the Card
3.1 Use of the Card is restricted exclusively to the Cardholder for bona fide purchase of goods and/or services and/or cash advances only and the Cardholder shall not use the Card for any other purposes, in particular any illegal purposes including without limitation payment for any illegal transaction.
3.2 The Cardholder 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.
3.3 The Card is denominated in RMB and is only valid for use by the Cardholder within Mainland China for purchase of goods and/or services and/or cash advances transacted in RMB.
4. Credit Limit
4.1 The Company 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 Company to the Cardholder. Where Additional Cards are issued, the Main Cardholder and the Additional Cardholders may be subject to separate and independent credit limits or may share any credit limits in such proportion as the Company may (in its absolute discretion) from time to time determine.
4.2 The Cardholder shall strictly observe the credit limit and cash advance limit imposed by the Company from time to time and shall not use the Card in excess of such credit limit and/or cash advance limit. Breach of this Clause 4.2 shall not in any way reduce or discharge the liability of the Cardholder for payment of any Charge arising as a result of such breach.
4.3 The Cardholder shall forthwith pay to the Company any amount in excess of such credit limit upon receipt of demand from the Company.
4.4 The Company 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 Cardholder.
5. Account Statement and Payment
5.1 The Company shall send a statement of account to the Cardholder 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 Cardholder in respect of any Current Balance which is outstanding and due from the Cardholder ("Minimum Payment") and specifying a payment due date ("Due Date").
5.2 Unless the Company receives within 60 days from the date of the Statement a notification in writing from the Cardholder to the contrary, the Company shall be entitled to treat all transactions shown on the Statement as correct.
5.3 Any Current Balance which is outstanding and due from the Cardholder shall be payable immediately upon receipt of the Statement.
5.4 All payment made by the Cardholder shall be deemed to be made on the date on which immediately available fund is actually paid to the Company ("Payment Date").
5.5 Interest at the rate as set out in the Fees Schedule shall be charged on the amount of cash advance effected by the use of the Card on a daily basis from the withdrawal date to the Payment Date.
5.6 Interest shall be charged on the amount of purchase of goods and/or services effected by the use of the Card if payment of such amount is received by the Company after the Due Date. Interest shall then be charged at the rate as set out in the Fees Schedule (which shall apply before as well as after judgment) on the unpaid balance on a daily basis from the posting date of the transaction to the Payment Date.
5.7 All interest charged shall be accrued to the Current Balance and debited to the Account on a monthly or other periodic basis.
5.8 In respect of the portion of the Current Balance excluding the cash advance transactions amounts (which shall include, but is not limited to, the amounts of purchase of goods and/or services, interest, fees and charges), if no payment or payment of less than the whole of such portion of the Current Balance is received by the Company on or before the Due Date, interest at a rate as set out in the Fees Schedule (which shall apply before as well as after judgment) shall be charged on the unpaid balance from the respective posting dates of the transactions on a daily basis until payment in full.
5.9 If no payment or payment of less than the Minimum Payment is received by the Company on or before the Due Date, then in addition to the interest payable on the unpaid balance pursuant to Clause 5.8, a late charge as set out in the Fees Schedule shall be charged, which shall be debited to the Account on the date of the Statement next following.
5.10 All payment made to the Company pursuant to this Agreement shall be made in RMB at locations in Mainland China prescribed by the Company (or, at the option of the Cardholder, in Hong Kong dollars at locations in Hong Kong prescribed by the Company) subject to the Company's discretion to accept payment in currencies other than RMB and Hong Kong dollars. Should the Company accept payment rendered in currencies other than RMB, such payment may be credited into the Account after conversion into RMB at a rate determined by the Company 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.
5.11 Payment received from the Cardholder shall be applied towards repayment of the balance of the Account in the following order or in such other order as the Company may in its absolute discretion determine from time to time:-
(a) interest charges in respect of cash advance;
(b) service charges or fees in respect of cash advance;
(c) interest charges in respect of retail spending;
(d) service charges or fees in respect of retail spending;
(e) overlimit and past due fees in respect of retail spending;
(f) statement balance in respect of cash advance;
(g) statement balance in respect of retail spending;
(h) annual fee;
(i) current month's balance in respect of cash advance;
(j) current month's balance in respect of retail spending; and
(k) collection fees and legal costs.
5.12 Where an Additional Card(s) is/are issued, payment made by a Main Cardholder shall be appropriated towards payment of the respective sums of moneys due from the Main Cardholder and from the Additional Cardholder(s) in such order and priority as the Company may in its absolute discretion determine from time to time.
5.13 The Company 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.
6. Credit Balance
6.1 If after the settlement of all outstanding Charges and claims by the Company against the Cardholder there exists any credit balance in the Account ("Credit Balance"), the Company shall refund the Credit Balance to the Cardholder upon request within reasonable time in the manner prescribed hereunder.
6.2 The Cardholder may collect the entire Credit Balance (or any part thereof) in RMB at locations in Mainland China from time to time prescribed by the Company.
6.3 Subject to Clauses 6.4 and 6.5, the Cardholder may only collect the entire Credit Balance or a part of the Credit Balance in Hong Kong dollars at locations in Hong Kong from time to time prescribed by the Company upon the termination of this Agreement.
6.4 If the Credit Balance does not exceed the maximum amount in RMB which a person is allowed to remove out of Mainland China in cash on any single occasion as prescribed by the laws and regulations of the PRC on foreign exchange control from time to time in force ("Maximum Limit"), the Cardholder may elect to collect the entire Credit Balance in Hong Kong dollars at locations in Hong Kong from time to time prescribed by the Company.
6.5 If the Credit Balance exceeds the Maximum Limit, the Cardholder may elect to collect a portion of the Credit Balance which is within the Maximum Limit in Hong Kong dollars at locations in Hong Kong from time to time prescribed by the Company whilst the balance shall only be collected at locations in Mainland China.
7. Fees and Charges and Interest Rates
7.1 All fees, charges and interests payable by the Cardholder under this Agreement are more particularly set out in and shall be paid according to the Fees Schedule.
7.2 The Company may from time to time (in its discretion) revise the Fees Schedule in accordance with Clause 20. Copies of the current Fees Schedule are available on request from the principal place of business of the Company in Hong Kong and on the Company's web site at www.boci.com.hk.
7.3 Where an Additional Card(s) is/are issued, the Company may (in its absolute discretion) 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.
8. Cardholder's Obligations and Liabilities
8.1 The Cardholder shall take reasonable care of the Card and the PIN and keep the Card safely under his/her personal control and the PIN secret. Without limiting the generality of the foregoing, the Cardholder 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 it;
(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 Company.
8.2 Upon the occurrence of any of the following events, the Cardholder shall report as soon as reasonably practicable to the Company by phone to the 24-hour hotline number (852)2544-2222 of the Company and thereafter confirm the same in writing within 24 hours or such other period as the Company 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.
8.3 Without prejudice to the obligations under Clause8.2, the Cardholder shall report the relevant event to the police and shall submit to the Company satisfactory documentary evidence of such police report as soon as reasonably practicable.
8.4 The Company shall be entitled to act on any instruction (whether oral or in writing) purportedly given by the Cardholder and any action so taken by the Company shall not render the Company liable to the Cardholder or otherwise discharge any liability of the Cardholder.
8.5 Notwithstanding anything contained herein to the contrary, the Cardholder shall repay to the Company immediately upon demand from the Company:
(a) the outstanding balance of the Account;
(b) all Charges in respect of the transactions effected by the use of the Card but not debited to the Account; and
(c) all fees and charges payable by the Cardholder to the Company under this Agreement.
9. Unauthorized Transactions
9.1 The Cardholder shall examine his/her Statement carefully and report any unauthorized transactions in the Statement to the Company within 60 days from the date of the Statement.
9.2 The Company 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 Cardholder.
9.3 In the event that the Cardholder shall have informed the Company of any unauthorized transaction before the Due Date and payment of the disputed amount has been withheld over the investigation period, the Company 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 Company 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 Cardholder shall subsequently be proved to be unfounded.
10. Cardholder's Liabilities for Unauthorized Transaction
10.1 Provided that the Cardholder has acted in good faith and with due care (including taking the precautions under Clause 8.1 and reporting loss, theft and/or unauthorized use of the Card in accordance with Clause 8.2), the Cardholder 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 Cardholder;
(b) for any unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card;
(c) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and
(d) when transactions are made through the use of counterfeit cards.
10.2 Subject to Clause 10.3 and provided that the Cardholder has acted in good faith and with due care (including taking the precautions under Clause 8.1 and reporting loss, theft and/or unauthorized use of the Card in accordance with Clause 8.2), the liability of the Cardholder for loss, theft or unauthorized use of the Card shall not exceed the maximum from time to time prescribed by the applicable law or regulatory directive.
10.3 Notwithstanding anything contained herein to the contrary, the Cardholder 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 the Cardholder has acted fraudulently or with gross negligence, or has failed to comply with Clauses 8.1 or 8.2 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 Cardholder's PIN with or without the Cardholder's knowledge, and the Cardholder agrees to indemnify and keep the Company fully indemnified against all losses, damages, liabilities and all reasonable costs and expenses reasonably incurred as a result thereof.
11. Liabilities of Main and Additional Cardholders
11.1 The Main Cardholder shall (jointly and severally with the Additional Cardholders) be liable to the Company for any and all transactions effected and/or liabilities incurred by the Additional Cardholders and/or through the use of the Additional Cards.
11.2 An Additional Cardholder shall be liable only for the transactions effected by him/her and the liabilities incurred by him/her through the use of his/her Additional Card.
12. Limitation on Liabilities
12.1 Notwithstanding Clause 10.1, under no circumstances shall the Company be responsible for any indirect, consequential or incidental loss or loss of profit or opportunities or other types of loss or damage which the Cardholder may suffer directly or indirectly as a result of any use, misuse or malfunction of the Card or other devices provided by the Company or howsoever arising.
12.2 The Company accepts no responsibility for the refusal of any merchant establishment (including any financial institution) to honour the Card or for any goods and services supplied to the Cardholder.
12.3 The Company also reserves the right to refuse in its absolute discretion any charge to the Account requested by any merchant establishment or financial institution. Any claim or dispute the Cardholder may have against or with any merchant establishment or financial institution shall be resolved directly between the Cardholder and such merchant establishment or financial institution and in no circumstances shall such claim or dispute relieve the Cardholder of his/her obligations to the Company hereunder.
12.4 The Company shall not be obliged to credit the Account with refunds made by any merchant establishment or financial institution until such refunds together with the relevant credit voucher issued in such form as shall be acceptable to the Company have been received by the Company.
13. Termination and Suspension of the Card
13.1 The Cardholder may at any time terminate the Card by giving not less than 14 days' prior written notice to the Company provided that the Cardholder shall remain liable for all transactions effected through the use of the Card notwithstanding such termination until all sums due under the Account (whether or not posted to the Account) are paid in full.
13.2 Where an Additional Cards is/are issued, an Additional Cardholder may terminate his/her Additional Card and the Main Cardholder may terminate the Main Card and/or any or all Additional Cards at any time by giving not less than 14 days' prior written notice to the Company. Upon the termination of the Main Card, all Additional Card(s) issued thereto shall be automatically terminated forthwith. Notwithstanding any such termination, the Main Cardholder shall remain liable for all transactions effected through the use of the Main Card and all the Additional Cards and each Additional Cardholder shall remain liable for all transactions effected through the use of his/her Additional Card only.
13.3 The Company may terminate this Agreement in respect of any Card at any time without prior notice or giving any reason to the Cardholder. Without limiting the generality of the foregoing, the Company is entitled to terminate this Agreement by listing the Card in its cancellation list or bulletin without notice whereupon the right to use the Card shall be revoked.
13.4 Upon termination of this Agreement (whether by the Cardholder or the Company), the Cardholder shall surrender or procure the surrender of the Card to the Company. Until the Card is surrendered, the Cardholder shall continue to be liable for the use of the Card and for all Charges pursuant to such use notwithstanding termination of this Agreement. No request to terminate a Card shall be effective unless and until such Card is terminated by or returned to the Company.
13.5 The Company may at any time without notice suspend, cancel or terminate the Card and/or any services thereby offered and/or disapprove any transaction proposed to be effected thereby and may not give any reason.
13.6 The Company shall be entitled to act on any instruction whether oral or in writing purportedly given by the Cardholder and the Company shall not be liable to the Cardholder for any loss or damage of whatever nature which the Cardholder may suffer or incur whether directly or indirectly as a result of such action of the Company.
13.7 The Company shall have the right at its absolute discretion to refuse any instruction whether oral or in writing purportedly given by the Cardholder if the Company is in doubt of the authenticity of such instruction and the Company shall not be liable to the Cardholder for any loss or damage of whatever nature which the Cardholder may suffer or incur whether directly or indirectly as a result of such refusal by the Company.
13.8 The Company shall not be liable for any loss or damage of whatever nature suffered or incurred by the Cardholder whether directly or indirectly as a result of such suspension, cancellation, termination or disapproval.
13.9 The Card shall at any time remain the property of the Company. The Cardholder shall unconditionally and immediately upon demand surrender or procure to be surrendered the Card to the Company.
13.10 In the event that the Company has fully settled or agreed to settle the payment for any goods and/or services hired or purchased by the Cardholder and the Cardholder agrees to pay the hire or purchase price (whether in whole or in part) of the goods and/or services to the Company by instalments through the Card, all the then outstanding instalments shall become due and payable immediately upon the termination of the Card for any reason whatsoever. Upon the termination of the Card, the Cardholder shall forthwith terminate any and all arrangements which are authorized or set up prior to the date of termination with any third party for regular/recurring payments charged or debited to the Card.
14. Rights of Set-off
14.1 The Cardholder hereby irrevocably authorizes the Company at any time and from time to time to instruct or request any bank with which it may have an account to debit any amount due to the Company hereunder and pay the proceeds arising from such debit to the Company without prior notice to the Cardholder or to pay the full amount of the balance or part thereof in such account to the Company. The Cardholder agrees that any bank acting in reliance upon this Clause 14.1 shall not be liable for any loss suffered by the Cardholder. The Cardholder further agrees that the Company shall not be liable for any overdraft interest and/or handling charges arising out of such bank acting in reliance upon this Clause 14.1.
14.2 Where an Additional Card(s) is/are issued, the Company may:-
(a) set off the credit balance in any other account of the Main Cardholder with the Company against any debit balance of the Account due from any and all Additional Cardholders to the Company; and
(b) only set off the credit balance in any other account of an Additional Cardholder with the Company against the debit balance of the Account due from such Additional Cardholder to the Company.
14.3 An Additional Cardholder shall be liable only for the balance of the Account due from him/her to the Company (but not those of the Main Cardholder or other Additional Cardholders). However, an Additional Cardholder may (at its option) settle the balances of the Account due from the Main Cardholder and/or other Additional Cardholders. It is hereby agreed and confirmed by all Additional Cardholders that any payment made by an Additional Cardholder in excess of the balance of the Account due from him/her to the Company shall be irrevocably deemed to be voluntary payment to settle (in whole or in part) the balances of the Account due from the Main Cardholder and other Additional Cardholders, in such order and priority as the Company may in its absolute discretion determine from time to time.
15. Cardholder's Liabilities for Collection Costs and Legal Expenses
15.1 The Company is entitled to appoint debt collection agencies and/or institute legal proceedings, at any time without prior notice to the Cardholder, to collect and/or recover any amount from time to time due to the Company under this Agreement. Subject to the applicable laws and regulations, the Company shall not be liable (whether in contract or tort) for any act, conduct, omission or negligence of such agencies or any of their employees.
15.2 The Cardholder shall indemnify the Company in respect of:
(a) all legal costs and expenses reasonably incurred by the Company in seeking to enforce payment of the debts due from the Cardholder to the Company under this Agreement; and
(b) all costs and expenses reasonably incurred by the Company in connection with the appointment of debt collection agencies provided that the total collection costs recoverable against the Cardholder hereunder shall in normal circumstances not exceed 30% of the aggregate outstanding balance of the Account for the payment of which the Cardholder is responsible.
16. ATM and Other Facilities
16.1 Where the Card is incorporated with ATM facility, the Cardholder's use of the Card shall be subject to the terms and conditions of use as stipulated by the relevant ATM facility provider(s) (including without limitation the "ATM Services Terms and Conditions" of the Company.
16.2 The Company shall not be liable to the Cardholder should any transaction involving the use of the Card at any ATM be not honoured or operative for any reason whatsoever or should there be any malfunction and/or failure of any ATM.
16.3 Notwithstanding anything contained in Clause 8.2, the Cardholder shall be absolutely responsible for all transactions involving the use of the Card at any ATM by any person whomsoever, whether or not:-
(a) such use is authorized or otherwise approved by the Cardholder;
(b) the Cardholder is at the material time aware of such use;
(c) such use is against the wish of the Cardholder;
(d) such use is the result of or otherwise involves any criminal activity whatsoever including (without limitation) illegitimate violence or threat of imminent illegitate violence, criminal intimidation, or deception in any form, on the part of any person whomsoever; or
(e) the Cardholder has notified the Company or any law enforcement agency of any loss or theft of the Card, or of any criminal activity hereinbefore referred to.
The Cardholder agrees that he/she shall at all times and from time to time indemnify and hold the Company harmless from and against all losses, damages, claims and liabilities and all reasonable costs and expenses reasonably incurred by the Company in connection with or arising out of such use.
16.4 The Cardholder shall not disclose the confidential PIN for operating ATM to any person or allow it to be used by any person.
17. Transaction Record
The Company's record of all transactions effected by the use of the Card (including use at any ATM) shall be conclusive evidence of such use and shall be binding on the Cardholder for all purposes.
18. Personal Data and Account Information
18.1 The Cardholder hereby acknowledges that the Cardholder 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 Company 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 Cardholder. Copies of the current version of the DPN are available at the principal place of business of the Company in Hong Kong or on the website of the Company at www.boci.com.hk.
18.2 The Cardholder hereby authorizes the Company to use any information it may have concerning the Cardholder and/or the Account in accordance with the DPN.
18.3 The Cardholder hereby also authorizes the Company to contact any information source for information the Company may require to operate the Account. The Company is further authorized by the Cardholder to compare such information with the information provided by the Cardholder for checking or to produce more data. The Cardholder hereby also consents that the Company may, if necessary, use the results of such comparisons for the taking of appropriate action against the Cardholder regardless of whether such action may be adverse to his/her interest.
18.4 The Company shall use all personal data (as defined in the PDP Ordinance) of the Cardholder in compliance with the PDP Ordinance.
18.5 The Cardholder shall notify the Company promptly in writing of any change in the information provided to the Company 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.
18.6 The personal representative(s) of the Cardholder shall promptly notify the Company in writing of the death of the Cardholder.
18.7 The Company will treat information relating to the Cardholder as confidential, but unless consent is prohibited by law, the Cardholder consents to the transfer and disclosure by the Company of any information relating to the Cardholder to and between the holding companies, branches, subsidiaries, representative offices, affiliates and agents of the Company and any third parties (including any networks, exchanges and clearing houses) selected by the Company or any of them (each a "transferee"), wherever situated, for confidential use (including for data processing, statistical, credit and risk analysis purposes). The Company and any of the transferees may transfer and disclose any such information to any person as required by any law, court, regulator or legal process in Hong Kong or any relevant overseas jurisdictions. This sub-clause 7 shall apply to the Cardholder subject to the DPN.
18.8 The Cardholder consents to the Cardholder 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 Company. The Company will contract with the third parties to take reasonable care to keep the Cardholder information confidential and to observe, in conformity with local laws and regulations, the requirements of the PDP Ordinance. Local and overseas regulatory and judicial authorities may in certain circumstances have access to the Cardholder information.
18.9 The Cardholder acknowledges and agrees that some services, operational and processing procedures relating to the transactions/ services provided by the Company to the Cardholder may from time to time be outsourced by the Company to regional or global processing centers, holding companies, branches, subsidiaries, representative offices, affiliates and agents of the Company and third parties selected by the Company or any of them, wherever situated, and these service providers may from time to time be given access to information relating to the Cardholder and/or the Account and/or the transactions and services provided by the Company to the Cardholder for the purpose of or in relation to the services and procedures they perform.
19. Notice
19.1 Any notice given by the Cardholder hereunder shall be given in writing and delivered to the Company at its address at 20/F., BOC Credit Card Centre, 68 Connaught Road West, Hong Kong.
19.2 Without affecting other methods of communication, any statement, notice, demand or other communications are deemed to be received by the Cardholder:
a. on posting for 3 Business Days in one or more of the banking halls in Hong Kong of the Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited and/or Chiyu Banking Corporation Limited ("Banks"),
b. 3 Business Days after publication as an advertisement in a Hong Kong newspaper,
c. when posted on the website of the Company,
d. when left at any of the address of the Cardholder on the Company's record, or 48 hours after mailing to such address or 7 days if the address is overseas,
e. when sent by electronic mail or message or facsimile to any of email address or equipment or facsimile number of the Cardholder on the Company's record, or
f. when communicated including by leaving a voice message, if by telephone or other oral communication,
notwithstanding return through the post (in the case of a mailing), or the death or incapacity of the Cardholder. "Business Day" means a day on which the Banks are open for business in Hong Kong other than Sunday and public holiday.
20. Amendment
20.1 The Company may (in its discretion) from time to time change any of the terms and conditions of this Agreement and/or the Fees Schedule provided that the Company shall give the Cardholder not less than 30 days' notice before any change of the terms and conditions which affect fees and charges and the liabilities or obligations of the Cardholder takes effect, unless such changes are beyond the Company's control.
20.2 Retention or continued use of the Card after the effective date of any change of the terms and conditions of this Agreement and/or the Fees Schedule shall constitute the Cardholder's acceptance of such changes.
20.3 If the Cardholder does not accept the proposed change by the Company, the only recourse available to the Cardholder is to terminate the Card in accordance with Clauses 13.1 or 13.2 (as the case may be).
20.4 Where a Cardholder terminates his/her Card pursuant to Clause 20.3 within reasonable time, the Company may (in its discretion) repay the annual or other periodic fees on that Card (if any) on a pro rata basis if the fees can be separately distinguished and the amount involved is not minimal.
21. Law and Jurisdiction
This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Cardholder irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.
22. Miscellaneous
22.1 This Agreement is written in both English and Chinese. In case of conflict or deviation in interpretation, the English version shall prevail.
22.2 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.
22.3 This Agreement shall be binding on each successor, personal representative and person lawfully acting on behalf of the Cardholder.
22.4 No failure to act, omission or delay by the Company to exercise or enforce any right under any terms and conditions of this Agreement 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.
22.5 The Cardholder may not assign any of his/her rights and/or obligations under this Agreement. The Company may assign or transfer any of its rights and obligations under this Agreement to any third party.

ATM Services Terms and Conditions

ATM Services are provided or otherwise arranged by the Company to the Cardholder on application, subject to and on the following terms and conditions:
1. Definition and Interpretation
1.1 In these terms and conditions, unless the context otherwise requires:-
"Account" means, in relation to the Cardholder, any account opened and maintained by the Company under the name of the Cardholder with such credit limit as the Company may determine from time to time at its absolute discretion, in connection with a Card issued by the Company to the Cardholder;
"ATM" means any applicable automatic teller machine in operation in the Network situated within mainland China;
"ATM Services" means the withdrawal of cash from any Account by way of cash advance, and such other services as the Bank may from time to time introduce on such terms and conditions as the Bank may designate;
"Bank" means Bank of China;
"Card" means any BOC Great Wall Renminbi credit card issued by the Company;
"Cardholder" means the holder of a Card, whether a main Card or an additional Card;
"Company" means BOC Credit Card (International) Limited;
"HKSAR" means the Hong Kong Special Administrative Region of the People's Republic of China;
"Instruction" means any ATM transaction instruction given by using the Card;
"Network" means such network from time to time designated by the Bank for the provision of ATM Services; and
"PIN" means, in relation to a Cardholder, the personal identification number(s) designated by the Bank and/or the identification number(s) selected by the Cardholder which allows that Cardholder access to a terminal or device to give Instructions.
1.2 Headings are inserted in these terms and conditions for convenience of reference only and shall not affect the construction of the provisions of these terms and conditions.
1.3 In these terms and conditions, unless the context otherwise requires:
(a) words denoting the singular include the plural and vice versa;
(b) words importing a gender include every gender;
(c) the word "person" includes any individual, company, firm, partnership, joint venture, association, sole proprietorship or other incorporated or unincorporated entity; and
(d) the word "use" in relation to the Card shall mean the access to ATM Services at such terminals or devices which the Bank may from time to time introduce, with or without presentation and/or use of the Card and by means of such identification codes or such other operational arrangement designated by the Bank.
2. ATM Services
2.1 The Cardholder is entitled, at the discretion of the Bank, to have access to the ATM Services. Unless the context otherwise provides, these terms and conditions shall not affect any term or condition in any agreement between the Company and the Cardholder governing any Account.
2.2 The Card can be used on (a) any ATM installed by, belonging to or designated by the Bank; and (b) any other terminals or devices from time to time nominated by the Bank.
2.3 The Bank and/or the Company shall be entitled from time to time to impose any limit whether in amount or otherwise on the use of the Card and the Cardholder shall observe such limit(s) from time to time in force.
3. Ownership and Transferability of the Card
3.1 The Card shall only and exclusively be used by the Cardholder and is not transferable.
3.2 The Card is and shall at all times be the property of the Company and the Cardholder shall surrender the Card to the Bank or the Company immediately upon the demand of the Bank or the Company irrespective of whether the Bank or the Company has given any prior notice or any reason therefor.
4. Responsibility for proper use
4.1 The Cardholder is responsible for the proper use of the Card and shall be accountable for all consequential loss and damage arising out of any improper use of the Card by the Cardholder.
4.2 The Cardholder shall not use the Card in any illegal activity or any arrangement that is contrary or prohibited by the laws of mainland China or HKSAR.
5. PIN Number and/or Identification Code
5.1 The Card, the PIN and such other identification codes for the use of the Card are issued and delivered to the Cardholder at his own risk.
5.2 The Cardholder shall be responsible for keeping the Card safe and the PIN secret. Without prejudice to the generality of the foregoing, the Cardholder (i) shall destroy the original printed copy of the PIN; (ii) shall not allow anyone else to use the Card or the PIN; (iii) shall not write down the PIN on the Card or on anything usually kept with or near the Card; and (iv) shall not write down or record the PIN without disguising it.
5.3 The Cardholder shall at no time and in no circumstances disclose to any person whomsoever his PIN or his identification codes or such other modes which allows access to ATM Services. The Cardholder shall be fully responsible for all transactions effected by the use of the Card by the Cardholder and/or any person whomsoever whether or not authorized by the Cardholder, unless the losses resulting from the transactions are incurred in the following circumstances:-
(a) in the event of misuse when the Card has not been received by the Cardholder;
(b) for transactions not authorized by the Cardholder after the Company has been given adequate notification by the Cardholder pursuant to Clause 7.1 below;
(c) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer direct loss unless the fault was obvious or advised by a message or notice on display; or
(d) when transactions are made through the use of counterfeit cards.
6. Debiting the Account
6.1 The Cardholder hereby irrevocably authorizes the Bank (acting as the Company's agent) to debit (without any prior notice to the Cardholder) the Account with the Company the amount of any cash advance obtained through the use of the Card whether or not made with his knowledge or authorization.
7. Loss of the Card
7.1 In the event of loss or theft of the Card or the PIN or when someone else knows the PIN, the Cardholder shall immediately notify the Company and the Company may, at its absolute discretion, suspend or terminate such Card and PIN. Subject to Clause 5.3 above, the Cardholder shall be fully responsible for all transactions involving the use of the Card or the PIN by any person whomsoever prior to the Company's actual receipt of such notification from the Cardholder, whether such transactions are authorized by the Cardholder or not. Upon the request of the Cardholder, the Company may, at its absolute discretion, issue a replacement Card and/or PIN to the Cardholder on such terms and conditions as the Company deems fit and the Company shall be entitled to charge a handling fee for issuing such replacement Card and/or PIN.
7.2 If the Cardholder relocates the Card which was previously reported lost, he shall not use such Card unless and until he has obtained the prior approval of the Company.
8. Malfunctioning of Card, ATM, etc.
8.1 Neither the Bank nor the Company shall be responsible for any delay arising from the failure or malfunction of the Card or related device. In the event of damage or malfunction of the Card which results otherwise than from the Cardholder's misuse, on compliance with such terms as the Company may specify, the Company may issue a new or replacement card to the Cardholder.
8.2 Neither the Bank nor the Company shall be responsible for any and all consequences if the transaction involving the use of the Card is not honoured or operative for any reason whatsoever or if there is any malfunctioning and/or failure of the ATM, terminals or devices which permits access to the ATM Services.
9. Termination or Suspension of ATM Services
9.1 The Bank reserves the right at all times and from time to time, at its absolute discretion, to terminate or suspend the ATM Services in respect of any Card, without giving the Cardholder any prior notice or any reason therefor.
10. Fees and Charges
10.1 The Bank reserves the right to impose such fees and charges for the use of the ATM Services hereunder at such standard rate as specified in any schedule of fees published by the Bank from time to time, provided that the Bank may vary the amount of fees or their basis of calculation upon 30 days' prior notice to the Cardholder displayed or posted on the Bank's banking halls. Such schedule of fees shall be made available to the Cardholder at any time upon request. Any fees and charges so imposed by the Bank shall be payable by the Cardholder on demand.
10.2 The Bank shall be entitled to debit the fees and charges to any of the Account(s).
10.3 The Cardholder hereby authorises the Bank (without prior notice or reference to the Cardholder) to deduct such fees and charges from any account maintained by the Cardholder with the Bank or to instruct the Company to debit such fees and charges to any Account(s).
11. Instruction
11.1 Any Instruction from the Cardholder shall be given in the manner or pursuant to the arrangement(s) as from time to time agreed and accepted by the Bank. Without prejudice to the Bank's right to refuse to accept the Instruction under these terms and conditions, the Bank shall be entitled not to accept the Instruction not so given, except where the Bank otherwise agrees.
12. Notice
12.1 Any notice or other communication to the Cardholder under these terms and conditions may be given by the Bank and/or the Company to the Cardholder orally, in writing or by advertisement in the newspaper or through such other means as the Bank and/or Company may deem fit.
12.2 Oral notice or communication shall be deemed to have duly given to and received by the Cardholder when any officer or agent acting for the Bank and/or the Company verbally notify, whether in person or through the telephone, the Cardholder or, as the case may be, any individual comprising the Cardholder.
12.3 Any written notice or communication given by the Bank and/or the Company hereunder shall be deemed to have been received by the Cardholder (i) if by post, within two days of it being posted by prepaid post to the Cardholder's last known address in HKSAR or, if the Cardholder's last known address is outside HKSAR, within seven days of it being posted by prepaid post to such address; and (ii) if by e-mail, immediately after transmitting to the Cardholder's e-mail address last notified in writing to the Company if the same was not returned undelivered.
12.4 In addition to the manner of giving the notice as provided in Clause 12.1, all notices and announcements by the Bank or the Company shall be deemed duly made and effectively communicated to the Cardholder if such notices or announcements shall have been put up or displayed at such banking halls of the branches of the Bank as the Bank shall determine in its absolute discretion or the principal place of business of the Company in HKSAR (as the case may be) for seven (7) consecutive days.
12.5 Any notice or communication from the Cardholder to the Company shall be in writing. Such notice shall be addressed and delivered to the Company at its principal place of business in HKSAR for the time being and shall be deemed to have been received only upon actual receipt by the Company.
13. Records Conclusive
13.1 The Company's records in relation to any transaction made by the use of the Card shall in all respects be conclusively binding on the Cardholder for all purposes.
14. Indemnity from the Cardholder
14.1 The Cardholder shall indemnify and keep the Bank indemnified from and against all reasonable costs, loss, damage, expenses (legal or otherwise), actions, demands, claims, proceedings whatsoever which the Bank may reasonably suffer, incur or sustain, whether actual or contingent, as a result of or arising from his breach of any of these terms and conditions. The Cardholder shall pay to the Bank on demand all reasonable sums (whether actual or contingent) so suffered, incurred or sustained by the Bank (whose determination shall be conclusive and binding on the Cardholder) together with interest accrued thereon from the date when the same were first paid or incurred by the Bank until actual payment in full by the Cardholder at the rate for unarranged overdraft as specified in the relevant schedule of charges and/or interest published by the Bank from time to time and to be made available to the Cardholder upon request.
15. Time, Rights Cumulative, Waivers, etc
15.1 Time shall be of essence as regards any obligation of the Cardholder under these terms and conditions. But no delay or omission on the part of the Bank and/or the Company in exercising any right, power, privilege or remedy under these terms and conditions shall impair such right, power, privilege or remedy, or be construed as a waiver of it, nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise of it or the exercise of any other right, power, privilege or remedy. The rights, powers, privileges and remedies under these terms and conditions are cumulative and not exclusive of any rights, powers, privileges or remedies provided by law.
16. Amendments
16.1 The provisions or schedules contained in these terms and conditions can be amended at any time in such manner and to such extent as the Bank may from time to time in its absolute discretion think fit. Notice of such amendment shall be deemed duly and effectively given to the Cardholder in accordance with Clause 12 above. Any amendments to such terms and conditions made by the Bank shall take effect and be binding on the Cardholder immediately upon notice (unless otherwise specified in the notice) to the Cardholder provided always that the amendments which affect fees and charges and the liabilities or obligations of the Cardholder shall not take effect unless 30 days prior notice has been given to the Cardholder.
16.2 Where the Cardholder refuses to accept the amendment and chooses to terminate the services provided hereunder within a reasonable period, the Bank shall, on application of the Cardholder, repay any annual or other periodic fee (if any), which can be separately distinguished, paid in advance in relation to the services provided hereunder on a pro rata basis unless the amount involved is minimal.
17. Liability of the Bank
17.1 The Bank shall not be liable for any loss or damage suffered by the Cardholder or any other person as a result of :-
(i) the termination or suspension of the services provided hereunder; and/or
(ii) the withdrawal or suspension of any transaction of the Cardholder or any failure to effect or execute any of the order or instruction from the Cardholder whether it is attributable, either directly or indirectly, to any circumstances or events outside the control of the Bank; and/or
(iii) any mechanical, electronic or other failure, malfunction, interruption, inaccuracy or inadequacy of the Bank's telecommunication and computer system or other equipment or its installation or operation (where such failure, malfunction, interruption, inaccuracy or inadequacy is obvious or advised by a message or notice on display); any incomplete or erroneous transmission of any instruction or order of the Cardholder or any error in the execution of any such instruction or order (except gross negligence or wilful misconduct of the Bank's authorized officers) nor for any delay, loss (including loss of profit or any economic loss), expenses or damages whatsoever incurred or suffered by the Cardholder as a result thereof; and/or
(iv) any delay, interruption or suspension howsoever caused by any third party, including but not limited to service providers or equipment suppliers, which interferes with, affects or disrupts the performance of the Bank hereunder.
18. Termination
18.1 The Cardholder may request for the termination or suspension of the ATM Services available to him via his Card upon such prior written notice to the Company and in such manner and conditions as may be prescribed by the Bank from time to time and subject to payment of any handling fee which the Bank may at its discretion impose.
18.2 For the avoidance of doubt, all liabilities and obligations of the Cardholder incurred or existing under these terms and conditions shall survive the termination of the ATM Services regarding his Card for whatsoever cause.
19. Successors
19.1 These terms and conditions shall be binding on the heirs, personal representatives, successors or assigns of the Cardholder.
20. Non-Assignment
20.1 The Cardholder should not assign, transfer, create, attempt to create or permit to arise any mortgage, pledge, charge, lien or other form of encumbrances or securities whatsoever on or over any of its right and interest under these terms and conditions or any contracts or transaction effected or concluded pursuant to these terms and conditions without the prior written consent of the Bank and the Company.
21. Language
21.1 The Chinese version of these terms and conditions is for reference only and if there is any conflict between the English and Chinese versions, the English version shall prevail.
22. Miscellaneous
22.1 The agreement constituted by these terms and conditions shall to all intents and purposes be deemed to be entered into by the Cardholder with the Company and the Bank (and each of them).
23. Governing Law and Jurisdiction
23.1 The validity, construction, interpretation and enforcement of these terms and conditions shall be governed by the laws of HKSAR and the parties consent to the non-exclusive jurisdiction of the courts of HKSAR in connection with any suit, action or proceeding arising out of or in connection with these terms and conditions, provided that nothing contained in this Clause shall preclude the taking of proceedings in any other court of competent jurisdiction.