

## Terms and Conditions for the BOC Prepaid Card

The BOC Prepaid Card is issued by the Company (as defined below) on the following terms and conditions. The use of the BOC Prepaid Card constitutes the acceptance of the following terms and conditions.

### 1. Definitions

1.1 Unless the context otherwise requires, the following expressions shall have the following meanings in this terms and conditions:

"Account" means each individual account maintained by the Company relating to the relevant Prepaid Card and identified by the card numbers as shown on the face of the Prepaid Card;

"Charges" means the amount of each Transaction;

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

"Cardholder" means any person who has purchased or used or will use the Prepaid Card for any Transaction;

"Expiry Date" means the expiry date of the Prepaid Card printed on the card face of the Prepaid Card;

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

"BOC Prepaid Card" or "Prepaid Card" means a card issued by the Company and designated with a Prepaid Value;

"Foreign Currency Transaction" means any Transaction in currencies other than the base currency of the Prepaid Card;

"Percentage" means the percentage(s) prescribed and published by the Company from time to time in accordance with Clause 9.2 for the purposes of Clauses 4.4 and 5.2 and subject to adjustment in circumstances deemed necessary by the Company;

"CNY" means Renminbi yuan, the lawful currency of the People's Republic of China;

"HKD" means Hong Kong dollars, the lawful currency of Hong Kong;

"Prepaid Value" means the amount credited to the Account upon issue of a Prepaid Card designated with such same amount; and

"Transaction" means the transaction, either the purchase of goods and/or services effected by the use of the Prepaid Card.

1.2 Unless the context requires otherwise, the singular includes the plural and vice versa and words importing a gender includes every gender.

### 2. The Prepaid Card

2.1 The minimum and maximum amounts of the Prepaid Value are HK\$100 and HK\$5,000 respectively for HKD Prepaid Card and CNY100 and CNY5,000 respectively for CNY Prepaid Card, or in such amount which the Company may from time to time decide and specify in the relevant promotional materials. At no time after the Prepaid Card is issued can there be further amount credited to the Account.

2.2 The Prepaid Card is not transferable once the Prepaid Card is signed by the Cardholder.

2.3 The Prepaid Value is not stored in any way, electronically, magnetically, optically or otherwise, on the Prepaid Card. It will be kept in the Account. The Prepaid Value in the Account shall not under any circumstances be regarded as a payment of deposit to the Company. The prepaid value of the BOC Prepaid Card is not protected deposit and is not protected by the Deposit Protection Scheme in Hong Kong.

2.4 The Company will debit the Charges to the Account. The Account cannot be credited with any additional amount after the Prepaid Value in the Account has been debited fully.

### 3. Prepaid Value and handling fee

In order to purchase the Prepaid Card, the Cardholder shall pay the relevant Prepaid Value and a non-refundable handling fee of such amount as may from time to time be notified to the Cardholder or specified in the relevant promotional materials.

### 4. Use of the Prepaid Card

4.1 The Prepaid Card is available to all Cardholders who have attained the age of 16 or above or such other minimum age which the Company may from time to time decide.

4.2 The Prepaid Card can only be used at those terminals which accept VISA (applicable to VISA HKD Prepaid Card) / CUP (applicable to CUP HKD or CNY Prepaid Card) as a form of payment or at such other terminals which the Company may from time to time publish and for transactions which are authorized by the Company. It cannot be used to withdraw cash or for mail, phone, online orders, transaction made on board in flight or on the cruise, or bill payments. It can also not be used at any VISA / CUP express payment services terminals or casinos or at such other terminals which the Company may from time to time publish.

4.3 Subject to these terms and conditions, all Prepaid Value in the Account cannot be refunded. Once the Expiry Date has passed, the Prepaid Card can no longer be used and any Prepaid Value in the Account will not be refunded.

4.4 Subject always to Clause 4.5, whenever a Cardholder pays in excess of the Charges ("Extra Sum") authorized by the Company in a Transaction, the Company is entitled to charge to the Account at

any time the Charges, and at its discretion withhold in the Account a sum equals to a Percentage of the Charges. The Company shall after being notified of the amount of the Extra Sum debit the Charges to the Account and apply the withheld sum to settle the Extra Sum, and release thereafter any unutilized balance of the withheld sum in the Account.

- 4.5 If the Prepaid Value in the Account is insufficient to pay the Charges or any Extra Sum, the Company may decline to authorize the relevant Transaction. The balance of the Account or the records of the Transactions can be obtained from such channels which the Company may publish from time to time.

## **5. Foreign Currency Transaction**

- 5.1 The Charges of a Foreign Currency Transaction will be converted into the base currency of the Prepaid Card at a exchange rate determined by reference to the exchange rate adopted by VISA / CUP on the date of conversion ("Settlement Date").
- 5.2 Subject always to Clause 4.5, the Company is entitled to charge to the Account in a Foreign Currency Transaction the Charges which are converted into the base currency of the Prepaid Card by reference to an exchange rate solely determined by the Company at the time the Charges are authorized by it, and at its discretion withhold in the Account a sum equals to a Percentage of the Charges so converted. On the Settlement Date, the Company will debit the Charges converted pursuant to Clause 5.1 to the Account and apply the withheld sum to settle any shortfall in case the Charges converted under this Clause 5.2 are less than those converted under Clause 5.1, and release thereafter unutilized balance of the withheld sum in the Account.
- 5.3 If the Foreign Currency Transaction is made by Prepaid Card, a handling charge equals to 0.95% of the Charges (and such other charge(s) as the Company may from time to time publish or specify in the relevant promotional materials), together with the transaction fee(s) which VISA/CUP shall from time to time charge to the Company, will be debited to the Account.

## **6. Loss and unauthorized transactions**

The Prepaid Card is anonymous and is in the nature similar to cash. If the Prepaid Card is lost or has been used without the Cardholder's authority, the Company will not replace the Prepaid Card or refund any of the Prepaid Value in the Account to the Cardholder.

## **7. Replacement Card**

The Cardholder shall report to the Company if at any time before the Expiry Date, the Prepaid Card has malfunctioned due to reasons other than the fault of the Cardholder. The Company may, at its sole discretion, replace a new Prepaid Card with such remaining unused Prepaid Value in the Account for use till the Expiry Date and charge a handling fee of such sum as may from time to time be published by the Company or specified in the relevant promotional materials.

## **8. Relationship between the merchant and the Cardholder**

It shall not be the responsibility or liability of the Company if the merchant to an intended Transaction refuses to accept the Prepaid Card. The Cardholder shall handle all disputes in relation to any Transaction directly with the relevant merchant. Under no circumstances shall the Company be responsible to handle any dispute in relation to any Transaction.

## **9. Amendments and Notifications**

- 9.1 The Company may at its discretion change any of these terms and conditions with immediate effect by publishing such change in the website: [www.boci.com.hk](http://www.boci.com.hk) or through such other means deemed appropriate by the Company provided that where the change affects fees and charges and the liabilities or obligations of the Cardholder, such change will not take effect until 60 days after it is published. This clause does not apply to changes beyond the Company's control.
- 9.2 The Company may from time to time publish all latest information relating to the Prepaid Card (including any information which it is obliged to publish under these terms and conditions) via its website: [www.boci.com.hk](http://www.boci.com.hk).

## **10. Exclusion of Liability**

The Company shall not be liable for any loss or damage whatsoever or howsoever arising relating to the Prepaid Card except where it is caused by the negligence or wilful default of the Company.

## **11. Law and jurisdiction**

These terms and conditions are governed by and shall be construed in accordance with the laws of Hong Kong and the Cardholder hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong court.

## **12. Miscellaneous**

- 12.1 If at any time any of these terms and conditions becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- 12.2 No failure to act, omission or delay by the Company to exercise or enforce any right under 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.
- 12.3 If there is any conflict or inconsistency between the Chinese and the English version of these terms and conditions, the latter shall prevail.