

BOC Credit Card (International) Limited Private Label Card User Circular

1. To safeguard the credit card:
 - (i) The credit card shall only and exclusively be used by the Cardholder and are not transferable. Immediately upon receipt of a new card, the Cardholder shall sign the card on the space provided and if so required by the Company activate the card by acknowledging receipt of it or by other means according to the instructions of the Company. Do not scratch the card or place it anywhere near magnetic field which may impair the effectiveness of the magnetic stripe and/or chip.
 - (ii) The Cardholder shall use the credit card in accordance with the procedures, instructions and/or security guidelines from time to time issued by the Company.
2. The Cardholder shall observe the credit limit of the credit facilities imposed by the Company from time to time when using the credit card for payments. If the Outstanding Balance exceeds the credit limit of the Card, an overlimit handling fee at the rate as set out in the Fees Schedule will be debited to the Cardholder's account(s).
3. In the event of loss or theft of the credit card, the Cardholder shall report such loss or theft to the Company immediately upon discovery of the same through the 24-hour hotline number (852) 2544-2222 and to the police, which report shall then be confirmed in writing within 24 hours or such other period as the Company may prescribe from time to time, the receipt thereof to be acknowledged by the Company, and/or to complete such other procedures as may be prescribed by the Company from time to time.
4. The Cardholder shall report to the Company any unauthorized and erroneous transactions appearing on the Statement within 60 days from the date of the Statement, failing which, the Company shall be entitled to treat the transactions stated in the Statement as true and correct in all respects.
5. 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.
6. Subject to Clause 3 above and provided that the Cardholder has acted in good faith and with due care (including without limitation taking the precautions under Clause 1 and reporting loss, theft and/or unauthorized use of the Card in accordance with Clause 3), 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.
7. Where Additional Card(s) is/are issued, a 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 use of the Additional Cards whereas an Additional Cardholder shall be liable only for the transactions effected and/or the liabilities incurred by such Additional Cardholder through the use of his/her Additional Card.
8. The Cardholder shall not be liable for any loss incurred:
 - (i) in the event of misuse when the credit card has not been received by the Cardholder;
 - (ii) in respect of transactions which do not involve fraud or gross negligence on the part of the Cardholder and are made after the Cardholder has reported to the Company immediately upon discovery of the loss or theft of his/her credit card;
 - (iii) when transactions are made through the use of a counterfeit credit card;
 - (iv) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer direct pecuniary loss unless the fault was obvious or advised by a message or notice on display.
9. The Cardholder shall be liable for all losses if he/she has acted fraudulently or with gross negligence or fails to observe the provisions of Clause 1 above or such other requirements as may be stipulated by the Company from time to time in safeguarding the credit card. The Cardholder shall also indemnify the Company in full in respect of any expenses and losses suffered or incurred by the Company in relation thereto.
10. Where the Cardholder reports any unauthorized transactions to the Company before the Due Date and duly completes the customers' complaints form, the Cardholder shall be entitled to withhold payment of the disputed amount during the investigation period. Should the investigation results show that the report made by the Cardholder is unfounded or the Cardholder is in breach of the terms and conditions of the user agreement governing the use of the credit card, then the Cardholder shall be liable for the amounts of the relevant transactions and all finance charges and the relevant interest arising therefrom over the period commencing from the date of transaction (including the investigation period).
11. The basis for determining the interest and late charge are as follows:
 - (i) Interest: No interest will be payable if the Outstanding Balance is paid in full on or before the Due Date. If no payment or payment of less than the Outstanding Balance is made on or before the Due Date, interest will be charged on a daily basis at the then prevailing interest rate (that is to say, an interest-free period of 26 days from the date of the Statement will not be available). Interest will be charged on (1) the unpaid balance from the date of the Statement until payment is made in full thereof and (2) 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 the Cardholder's account and shown in the Statement) from the date of that new transaction until payment is made in full thereof (a minimum charge of HK\$5 is imposed). Such charge will be recorded in the next Statement.

If the Spending Tier Rate is applicable to your credit card account, we will charge different interest rates on different ranges of such portion of the outstanding balance in your credit card account which is attributable to retail spending. However, if and for so long any Overdue Interest Rate is charged, the then prevailing interest rate instead of the Spending Tier Rate will apply. Information relating to the interest rates applicable is contained in the "Leaflet on Personalized Interest Rate Package" or our letter to you on Personalized Interest Rate Package.

If you have not made any payment or you have made a payment of less than the Minimum Payment on or before the relevant Due Date on two or more occasions in respect of 12 consecutive Statements ("Triggering Event"), we will charge overdue interest rate ("Overdue Interest Rate") at an additional rate of 4% over the basic interest rate applicable to the outstanding balance in your credit card account (bringing the annualized percentage rate (APR) to a maximum of: 35.97% for retail spending). If a Triggering Event occurs, we will charge the Overdue Interest Rate during the period from the day following the Statement Date of the Statement first issued after the occurrence of the Triggering Event until the Statement Date of the Statement first issued after cessation of the Triggering Event. All preferential interest rate applicable to the Account will be suspended until such time as the Overdue Interest Rate ceases to apply.
- (ii) Late Charge: If no payment or payment of less than the Minimum Payment is made on or before the relevant Due Date, a late charge of 5% of the Minimum Payment will be payable in addition to any interest payable under (i) above (subject to a minimum of HK\$180 and a maximum of HK\$250).
12. Merchant refund amount is not counted as a payment of the current statement balance, the refunded amount shall be credited only to the outstanding balance of the next statement.
13. Details of the applicable charges are listed on the BOC Credit Cards Fees Schedule.
14. Where a Cardholder refuses to accept the amendments to the terms and conditions stipulated by the Company and chooses to terminate the relevant card service, the Company may (in its discretion) refund the paid annual fee on a monthly pro-rata basis to the Cardholder if the fees can be separately distinguished and the amount involved is not minimal. If transactions are made in the month subsequent to the Company's receipt of the notice of refusal to accept the relevant amendments from the Cardholder, then the annual fee attributable to that month will not be refunded to the Cardholder.
15. The Company's right of set-off:
 - (i) The Cardholder irrevocably authorizes the Company at any time and from time to time to combine and set off all or any of the accounts of Cardholder with the Company without prior notice to the Cardholder.
 - (ii) Where Additional Card(s) is/are issued, the Company may:
 - (a) use any credit balance in any account of the Main Cardholder to repay any amount due from any and all Additional Cardholders to the Company;
 - (b) only use any credit balance in any account of an Additional Cardholder to repay any amount due from such Additional Cardholder to the Company (but not those of the Main Cardholder or other Additional Cardholders).
 - (iii) An Additional Cardholder may (at his/her option) settle the amounts due to the Company from the Main Cardholder and/or other Additional Cardholders. Any payment made by an Additional Cardholder in excess of the amounts due from him/her to the Company 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.
16. The Cardholder irrevocably authorizes and instructs each of the Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited and Chiyu Banking Corporation Limited with which he/she may have account(s) to debit and pay to the Company the credit balance of such account(s) or any part thereof (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of his/her liability to the Company without prior notice to the Cardholder upon request of the Company.
17. In the event that the Company engages any debt collection agencies to collect the entire or part of the amount due from the Cardholder, the Cardholder shall be liable to pay all reasonable costs and expenses of the debt collection agencies. In normal circumstances, the total collection costs should not exceed 30% of the aggregate outstanding amount due to the Company by the Cardholder.
18. In the event that the Company appoints lawyers to collect the entire or part of the amount due from the Cardholder, the Cardholder shall be liable for all reasonable costs and expenses arising therefrom.
19. Complaint procedures against merchants:

In the event that any Cardholder is being unfairly treated by the merchants when using the credit card, such Cardholder should record the details of the relevant merchant and the incident and inform the Company by telephone or in writing. The Cardholder should provide the Company with the credit card number and contact telephone number of such Cardholder to enable the Company to maintain record contact the Cardholder and follow up with respect to such complaints.
20. Complaint procedures against the Company:

In the event that any Cardholder wishes to express any opinion on the operating procedures or any staff of the Company, such Cardholder should record the details of the relevant information and inform the Company by telephone or in writing. The Cardholder should provide the Company with the credit card number and contact telephone number of such Cardholder to enable the Company to maintain record contact the Cardholder and follow up with respect to such complaints.
21. The terms and conditions governing the use of the credit card and the relevant schedule of the charges payable in connection with the use of the credit card and this Circular may be revised by the Company at any time and from time to time. Copies of the current version of these documents are available at the principal place of business of the Company or on the Company's web site at www.boci.com.hk.
22. This Circular is written in both English and Chinese. In case of conflict or deviation in interpretation, the English version shall prevail. In the event of any inconsistency between the terms and conditions stated herein and the relevant credit card user agreement, that user agreement shall prevail.
23. In this Circular:

'Additional Card' means the Private Label Card from time to time issued by the Company to an Additional Cardholder nominated by the Main Cardholder and at the joint requests of such Additional Cardholder and the Main Cardholder;

'Additional Cardholder' means a person to whom and in whose name an Additional Card is issued;

'Cardholder' means a person to whom and in whose name a Private Label Card is issued by the Company (including Main Cardholder and any Additional Cardholders);

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

'Due Date' means the date on which the Outstanding Balance is due and payable by the Cardholder to the Company as specified in the Statement;

'Main Card' means a Private Label 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;

'Minimum Payment' means such minimum payment required to be made by the Cardholder in respect of the Outstanding Balance on or before the Due Date;

'Outstanding Balance' means the total amount of the outstanding balance due from the Cardholder to the Company in respect of all the transactions effected through the credit card account as at the last day of the statement period specified in the Statement; and

'Statement' means a monthly or other periodic statement of account sent to the Cardholder by the Company.