

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

- 1. Interpretation**

Unless the context otherwise requires, the following expressions shall have the following meanings in this Agreement:-

  - "Account" means an account in respect of the Card opened and maintained by the Company under the name of the Cardholder;
  - "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 automatic teller machine in operation in the territory of the Network;
  - "CNY" means Renminbi yuan, the lawful currency of the PRC;
  - "CUP" means China UnionPay Company Limited, a joint stock limited liability company incorporated in the PRC with head quarters in Shanghai, PRC;
  - "Card" means any BOC RMB credit card issued by the Company on the terms and conditions of this Agreement and includes the Main Card and any Additional Card, whether they are issued as a replacement Card or renewal Card;
  - "Cardholder" means any person to whom and in whose name a Card is issued and includes the Main Cardholder and any Additional Cardholder;
  - "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, legal and other costs and expenses chargeable under this Agreement;
  - "Fees" means all fees payable by the Cardholder in respect of the use of the Card, including but not limited to annual fees, cash advance handling fees, conversion fees, late charges, interests and other percentage rates, fees and charges applicable to the Account and the Card;
  - "HKD" means Hong Kong dollars, the lawful currency of Hong Kong;
  - "Hong Kong" means the Hong Kong Special Administrative Region of the PRC;
  - "Main Card" means a Card issued by the Company to the Main Cardholder and in relation to which one or more Additional Cards may be issued;
  - "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 the network of automatic teller machines bearing the logo from time to time adopted by CUP and such other network of automatic teller machines from time to time designated by the Company;
  - "New Transaction" means, in relation to a Statement, a transaction (excluding cash advances) by which the Cardholder has incurred any Charges through the use of the Card, occurring:
    - (a) at any time after the time ("Relevant Time") at which the last transaction as shown in that Statement was effected by the use of the Card; or
    - (b) at any time before the Relevant Time, the Charges in respect of which have not as of the date of that Statement been debited to the Account and shown in that Statement.
  - "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 through the Card;
  - "The Personal Data" means the Card; and
  - "Statement" means a statement in respect of the Account issued by the Company to the Cardholder on a monthly or other periodic basis.
- 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** References 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**
  - The Company may in its sole discretion issue any Card to the Cardholder subject to the terms and conditions of this Agreement. Where a Card is issued, the Company shall set up and maintain the Account to which the Charges will be debited.
  - Upon the joint application of the Main Cardholder and any person nominated by the Main Cardholder, the Company may in its sole discretion issue an Additional Card to that person.
  - 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 a written acknowledgment of receipt of such Card or otherwise activate such Card in accordance with the instructions of the Company.
  - The signature of the Cardholder on the Card, or the activation or use 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.
  - 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 time period, the Company shall be deemed to have been requested 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.
  - The Company may in its sole discretion refuse to issue any replacement Card to the Cardholder when the original Card is lost or stolen. Where a replacement Card is issued, the Company shall be entitled to charge a handling fee as set out in the Fees Schedule for such replacement Card.
  - 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.
- 3. Use of the Card**
  - 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 purpose, in particular any illegal purpose including without limitation payment for any illegal transaction. The Cardholder 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.
  - 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 purpose.
  - The Card is denominated in CNY and is valid for use by the Cardholder in Mainland China, Hong Kong and such other places from time to time designated by the Company for bona fide purchase of goods and/or services from merchant establishments which are connected to CUP's POS system and/or cash advances effected at the ATM.
  - All transactions effected by the use of the Card in currencies other than CNY shall be debited to the Account after conversion into CNY at a rate of exchange determined by reference to the rate of exchange adopted by CUP on the date of conversion plus an additional percentage charged by the Company. In addition, the Company shall be entitled to charge a conversion fee as set out in the Fees Schedule.
- 4. Credit Limit**
  - The Company may from time to time in its sole discretion change the credit limit, the cash advance limit and the daily cash advance limit in respect of any Card and/or the Account by notice to the Cardholder. Any such limits notified to the Main Cardholder will be shared among the Main Card and any Additional Card in such proportions as the Company may from time to time determine.
  - The Cardholder shall strictly observe the credit limit, the cash advance limit and the daily cash advance limit and shall not use the Card in excess of such limits. Breach of such limits under this Clause 4.2 shall not in any way reduce or discharge the liability of the Cardholder for payment of any Charges arising as a result of such breach and the Cardholder shall forthwith upon demand pay to the Company any amount in excess of such limits.
- 5. Account Statement and Payment**
  - The Company may send a Statement to the Cardholder on the last date of a statement period ("Statement Date") showing, inter alia, the balance in the Account as at the Statement Date ("Current Balance"), the minimum repayment amount in respect of the Current Balance ("Minimum Payment") and the due date for repayment of the Current Balance ("Due Date"). 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.
  - Any Current Balance shall, upon issue of the relevant Statement, become immediately due and payable by the Cardholder and shall be fully settled on or before the relevant Due Date in such manner as the Company may from time to time specify.
  - If payment of the whole of the Current Balance is received by the Company on or before the relevant Due Date, no interest shall be payable in respect of such Current Balance. If no payment or only payment of less than the Current Balance is received by the Company on or before the relevant Due Date, interest shall be charged, daily basis on (i) the daily outstanding balance of the Account retrospectively from the last Statement Date and (ii) the amount of each New Transaction from the date of that New Transaction, until all the outstanding balance of the Account is settled in full.
  - If no payment or only payment of less than the Minimum Payment is received by the Company on or before the relevant Due Date, then, in addition to the interest chargeable under Clause 5.4, a late charge as set out in the Fees Schedule shall be charged and debited to the Account on the date of the next following Statement.
  - A handling fee and such other fees as set out in the Fees Schedule shall be charged in respect of each cash advance (including

- withdrawal of funds previously transferred or otherwise credited to the Account) and debited to the Account on the date of such advance.
- All payment made by the Cardholder shall be deemed to be made on the date on which immediately available fund is actually received by the Company. Where payment made by means of a bank draft or any other similar instrument, only such amount as net of all collection, administration or handling fees for processing such bank draft or instrument will be credited into the Account.
- All payment made to the Company pursuant to this Agreement shall be made in CNY or HKD at prescribed locations in Hong Kong but the Company may accept payment in currencies other than CNY or HKD. If payment is made in currencies other than CNY or HKD, such payment shall be credited into the Account after conversion into CNY at a rate of exchange determined by the Company in which case the Company shall be entitled to charge a conversion fee as set out in the Fees Schedule. Cash payment made in excess of any maximum limit specified by the receiving institution may be subject to an administration or handling fee imposed by that institution.
- Payment received from the Cardholder shall be applied towards repayment of the balance of the Account in the following order or in such order as the Company may in its absolute discretion determine from time to time:-
  - interest in respect of cash advance;
  - interest in respect of retail spending;
  - service fees or charges;
  - overlimit handling fees and overdue fees;
  - principal balance in respect of cash advance;
  - principal balance in respect of retail spending;
  - annual fee; and
  - collection fee and legal costs and expenses incurred by the Company for enforcing this Agreement.
- Payment made by a Main Cardholder shall be applied towards payment of the respective sums of moneys due from the Main Cardholder and from the Additional Cardholder in such order and proportions as the Company may in its sole discretion determine from time to time.
- The Company may in its sole discretion refuse the payment of any sum of money into the Account in excess of the then outstanding balance of the Account. In the event there is any excess fund in the Account, the Company shall be entitled to apply the same towards repayment of any outstanding balance of the Account as and when it arises.
- 6. Credit Balance**

If after settlement of all outstanding Charges and any claims by the Company against the Cardholder there exists any credit balance in the Account ("Credit Balance"), the Company may at any time on its own volition or shall within reasonable time either upon request of the Cardholder or upon termination of the Main Card refund the Credit Balance to the Cardholder. The Company may however in its absolute discretion credit the Credit Balance either in HKD (converted from CNY at a rate of exchange determined by the Company in which case the Company shall be entitled to charge a conversion fee as set out in the Fees Schedule) or CNY and in such manner and at such locations in Hong Kong as the Company may determine. The Company is entitled to charge a handling fee as set out in the Fees Schedule for each such refund.
- 7. Fees, Charges and Other Rates**
  - All fees, charges, interests and other monies payable by the Cardholder under this Agreement are more particularly set out in and shall be paid according to the Fees Schedule. All such fees, charges, interest and other monies payable by the Cardholder shall be debited to the Account.
  - The Company may from time to time in its sole discretion revise the Fees Schedule in accordance with Clause 21. Copies of the current Fees Schedule are available at the principal place of business of the Company in Hong Kong upon request and on the Company's web site at [www.boci.com.hk](http://www.boci.com.hk).
  - Where an Additional Card is issued, the Company may in its sole 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 at all intents and purposes.
- 8. Cardholder's Obligations and Liabilities**
  - The Cardholder shall take reasonable care of the Card and the PIN and keep the Card safely under his 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:-
    - keep any record of the PIN separate from the Card;
    - destroy the original printout of the PIN;
    - never write down the PIN on the Card or on anything usually kept with or near it;
    - never write down or record the PIN without disguising it;
    - never use any easily accessible personal information as the PIN; and
    - use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by the Company.
  - Upon the occurrence of any of the following events, the Cardholder shall report as soon as reasonably practicable to the Company by phone to its 24-hour hotline number (852)2544-2222 (or such other number from time to time notified to the Cardholder) and thereafter confirm the same in writing within 24 hours or such other period as the Company may prescribe from time to time:
    - loss and/or theft of the Card;
    - unauthorized use of the Card and/or the PIN;
    - disclosure of the PIN to any unauthorized person;
    - suspicion of any counterfeit card bearing the same number as the Card or purported to be issued under the Account; and/or
    - any suspected unauthorized use of the Card and/or the PIN or disclosure of the PIN.In addition, 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.
  - 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.
  - Notwithstanding anything contained herein to the contrary, the Cardholder shall repay to the Company immediately upon demand from the Company:
    - the outstanding balance of the Account;
    - all charges in respect of the transactions effected by the use of the Card but not debited to the Account; and
    - all fees, charges and/or interest payable by the Cardholder to the Company under this Agreement.
  - 9. Unauthorized Transactions**
    - The Cardholder shall examine his Statement carefully and report any unauthorized transaction in the Statement to the Company within 60 days from the date of the Statement.
    - The Company shall make reasonable enquiries, except in circumstances which are beyond its control, to complete any investigation relating to unauthorized transactions within 90 days upon receipt of notice from the Cardholder.
    - If the Cardholder informs the Company of any unauthorized transaction before the Due Date and payment of the disputed amount has been withheld during the investigation period, then, in the event the allegation of unauthorized transaction is considered by the Company in good faith to be unfounded, the Cardholder shall be entitled to impose any fees, charges and/or interest on the disputed amount at the rates as set out in the Fees Schedule from the date of the alleged unauthorized transaction (or such later date as the Company may in its sole discretion determine from time to time) until payment of the disputed amount and all such fees, charges and/or interest in full.
  - 10. Cardholder's Liabilities for Unauthorized Transaction**
    - 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 loss and damage incurred:
      - in the event of misuse when the Card has not been received by the Cardholder;
      - for any unauthorized transaction made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card;
      - 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
      - when transactions are made through the use of counterfeit cards.
    - 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 and/or unauthorized use of the Card shall not exceed the maximum amount from time to time prescribed by applicable laws or regulatory directives.
    - 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 shall indemnify the Company against all losses, damages, liabilities and all reasonable costs and expenses reasonably incurred as a result thereof.
- 11. Liabilities of Main and Additional Cardholders**
  - 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. An Additional Cardholder shall be liable only for the transactions effected by him and the liabilities incurred by him through the use of his Additional Card.
  - 12. Limitation on Liabilities**
    - Under no circumstances shall the Company be responsible for any direct loss and liability which the Cardholder may suffer or incur as a result of or otherwise relating to any use, misuse or malfunction of the Card or other devices provided by the Company, any Card services offered by the Company or any goods and services obtained by the Cardholder through the use of the Card, subject however to the provisions of this Agreement and except to the extent that any such loss and liability is attributable to the fraud, gross negligence or willful default on the part of the Company.
    - The Company accepts no responsibility for the refusal of any merchant establishment or financial institution to honour the Card or for any goods and services supplied to the Cardholder.
    - The Company reserves the right to refuse in its sole discretion any charge to the Account requested by any merchant establishment or financial institution which 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 obligations to the Company hereunder.
    - 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.
    - The Company shall not be responsible for any delay in or any error, failure or malfunction of any computer system or other equipment employed by the Company in the course of performing its obligations hereunder or providing any Card services to the Cardholder to the extent that it is attributable to any cause beyond the Company's reasonable control.
    - Notwithstanding anything herein to the contrary, the Company shall not be responsible for any indirect, consequential or incidental loss or loss of profit or opportunities or other types of damages whatsoever which the Cardholder or any third party may suffer or incur, whether directly or indirectly and howsoever arising.
    - In the course of providing the Card services, the Company may communicate with or seek instructions from the Cardholder through telephone, facsimile, internet or such other method as the Company may from time to time determine. In this connection, the Cardholder hereby consents to the Company taking record of any such communication and/or instructions by such means and to the Cardholder and the claim holder agree to pay for any such communication and/or instructions by such means and to the Cardholder or other instructions without requiring further confirmation from the Cardholder. Any such communication and/or instructions shall, in the absence of manifest error, be conclusive and binding on the Cardholder.
  - 13. Termination and Suspension of the Card**
    - The Main Cardholder may terminate the Main Card (in which case all Additional Cards shall forthwith be terminated) and/or any Additional Card and the Additional Cardholder may terminate his Additional Card at any time by giving not less than 14 days' prior written notice to the Company. Notwithstanding any such termination, the Cardholder shall remain liable for the outstanding balance of the Account together with all transactions effected through the use of the Card and any fees, charges and/or interests which have not yet been posted to the Account. Upon termination of this Agreement, the above sums shall become immediately due and payable in full to the Company.
    - The Company may terminate any Card at any time without giving any prior notice or assigning any reason to the Cardholder.
    - 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. No request to terminate any Card shall be effective unless and until such Card is terminated or returned to the Company.
    - The Company may at any time without giving any prior notice or assigning any reason to the Cardholder suspend any Card, suspend or otherwise cancel any service offered through the Card, and/or disapprove any transaction to be effected with the Card and the Company shall not be liable to the Cardholder or any other person for any loss or damage of whatever nature which the Cardholder or any other person may suffer or incur whether directly or indirectly as a result of the Company doing any of the above.
    - The Company shall be entitled to act on any instruction or refuse any instruction (in the event the Company is in doubt of the authenticity of such instruction) whether oral or in writing purportedly given by the Cardholder and the Company shall not be liable to the Cardholder or any other person for any loss or damage of whatever nature which the Cardholder or any other person may suffer or incur whether directly or indirectly as a result of the Company acting on or refusing that instruction.
    - In the event that the Company has fully settled or agreed to settle the payment for any goods and/or services hired or purchased or any other services provided by the Cardholder or through the Card, or any instalments thereof, the Company may from time to time 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**
    - The Cardholder hereby 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.
    - Where an Additional Card(s) is/are issued, the Company may:-
      - set off the credit balance of the Main Cardholder with the Company against the debit balance of the Account due from all Additional Cardholders to the Company; and
      - 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.
    - 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 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/or other Additional Cardholders, in such order and priority as the Company may in its absolute discretion determine from time to time.
  - 15. Debt Authorization**
    - The Cardholder acknowledges that liabilities of the Cardholder to the Company hereunder may be settled in a variety of ways. The Cardholder hereby irrevocably authorizes and instructs each of Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited and Citiyu Banking Corporation Limited (the "Banks" with which the Cardholder may have accounts) to debit and pay to the Company the full amount or part thereof standing to the credit of such accounts) (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of any liability of the Cardholder to the Company hereunder without prior notice to the Cardholder upon request of the Company. The Cardholder agrees that the Company may disclose the aforesaid authorization and instruction to the Banks and the Cardholder shall, at his/her own costs, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within his/her power to implement the authorization and instruction. The Cardholder further agrees that any of the Banks acting in reliance upon this Clause 15 shall not be liable for any loss suffered by the Cardholder and the Company shall not be liable for any overdraft interest and/or handling charges arising out of any of the Banks acting in reliance upon this Clause 15.
  - 16. Cardholder's Liabilities for Collection Costs and Legal Expenses**
    - 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 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.
    - The Company shall indemnify the Company in respect of:
      - all legal costs and expenses reasonably incurred by the Company in connection with enforcing payment of any sums due from the Cardholder to the Company under this Agreement; and
      - 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 not in normal circumstances exceed 30% of the aggregate outstanding balance of the Account for the payment of which the Cardholder is responsible.
  - 17. ATM and Other Facilities**
    - Where the Card is used with any ATM, point of sale terminals or other devices (collectively "Electronic Devices") to effect cash advances or other transactions, the Cardholder's use of the Card shall be subject to this Agreement in addition to any other terms and conditions which may govern any other services provided through the Card.

- The Company shall not be liable to the Cardholder should any transaction involving the use of the Card at any Electronic Devices be not effected for any reason whatsoever or should there be any malfunction and/or failure of the Card or any Electronic Devices.
- Notwithstanding anything contained herein to the contrary, the Cardholder shall be absolutely responsible for all transactions involving the use of the Card at any Electronic Devices by any person whatsoever, whether or not:-
  - such use is authorized or otherwise approved by the Cardholder;
  - the Cardholder is at the material time aware of such use;
  - such use is against the wish of the Cardholder;
  - such use is the result of or otherwise involves any criminal activity whatsoever including (without limitation) illegitimate violence or threat of imminent illegitimate violence, criminal intimidation, or deception in any form, on the part of any person whatsoever; or
  - 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 shall indemnify the Company 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. The Cardholder shall not disclose his PIN to any person or allow it to be used by any person.
- 16. Transaction Record**

The Company's record of all transactions effected by the use of the Card (including without limitation use at any ATM) shall be conclusive evidence of such use and shall be binding on the Cardholder for all purposes.
- 19. Personal Data and Account Information**
  - 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](http://www.boci.com.hk).
  - 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.
  - The Cardholder hereby also authorizes the Company to contact any information source for any information which the Company may require to operate the Account. The Cardholder further authorizes the Company to compare such information with the information provided by him for checking or to produce more data. The Cardholder hereby consents that the Company may, if necessary, compare such information with other comparable information for the taking of appropriate action against him regardless of whether such action may be adverse to his interest.
  - The Company shall use all personal data (as defined in the PDP Ordinance) of the Cardholder in compliance with the PDP Ordinance.
  - The Cardholder shall notify the Company promptly in writing of any change in the information provided to the Company in the Data Policy Notice or such other document(s) issued under whatever name of employment or business or residential or correspondence address.
  - The personal representative(s) of the Cardholder shall promptly notify the Company in writing of the death of the Cardholder.
  - 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 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.
  - 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.
  - The Cardholder consents to the use of his personal data for 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.
- 20. Notice**
  - 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, 88 Connaught Road West, Hong Kong.
  - Without affecting other methods of communication, any statement, notice, demand or other communications are deemed to be received by the Cardholder:
    - on posting for 3 Business Days in one or more of the banking halls in Hong Kong of the Banks;
    - 3 Business Days after publication as an advertisement in a Hong Kong newspaper;
    - when posted on the website of the Company;
    - 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;
    - 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
    - if when communicated including by leaving a voice message, if by telephone or other oral communication, notwithstanding returning 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.
- 21. Amendment**
  - The Company may in its sole discretion from time to time (i) change any of the terms and conditions of this Agreement and/or the Fees Schedule; (ii) change any amounts, percentages, rates or other fees and charges contained in the Fees Schedule; and (iii) impose any new fees and charges in respect of any current or new services, and the Cardholder shall be bound by the above if he continues to use the Card after the relevant effective date provided that if any of the above will affect fees and charges or otherwise the liability or obligation of the Cardholder and is not necessitated by any circumstances beyond the Company's control, the Company shall give the Cardholder not less than 30 days' notice. 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.
  - If the Cardholder does not accept the proposed change by the Company, he shall terminate the Card in accordance with Clause 13.1.
  - Where a Cardholder terminates his Card pursuant to Clause 21.3 within reasonable time, the Company may but is not obliged to refund the annual or other periodic fees in respect of that Card (if any) on a pro rata basis.
- 22. 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.
- 23. Miscellaneous**
  - This Agreement is written in both English and Chinese. In case of conflict or deviation in interpretation, the English version shall prevail.
  - In 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.
  - This Agreement shall be binding on each successor, personal representative and person lawfully acting on behalf of the Cardholder.
  - 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 constitute an waiver of such right or shall constitute any single, partial or defective exercise of any right provided that the Company shall not be bound by any such waiver or exercise of any such right.
  - The Cardholder may not assign any of his 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 without consent from the Cardholder.