

VIRTUAL CARD USER AGREEMENT

The Virtual 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:
 - "Cardholder" means any person to whom and in whose name a Virtual Card is issued;
 - "Charges" means the aggregate value or amount of all Virtual Card Shopping Transactions effected by the use of the Virtual 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 Virtual Card;
 - "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;
 - "New Transaction" means in relation to a Statement, a transaction by which the Cardholder has incurred any Charges through the use of the Virtual 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 Virtual Card;
 - (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 Virtual Card 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 Virtual Card, the personal identification number of the Cardholder required to gain access to services provided by the Company from time to time through the Virtual Card;
 - "Virtual Card" means the credit card product and/or services offered by the Company by means of Virtual Card Account Number where no physical card will be issued therefor and shall include VISA Virtual Card and/or MasterCard Virtual Card or other Virtual Cards from time to time issued by the Company;
 - "Virtual Card Account" means an account opened up and maintained with the Company under the name of the Cardholder to which the Charges shall be debited;
 - "Virtual Card Account Number" means the account number assigned by the Company to the Cardholder which enables the Cardholder to make Virtual Card Shopping Transaction which are to be settled under the Virtual Card Account; and
 - "Virtual Card Shopping Transaction" means any purchase of goods and/or services effected by the use of the Virtual Card Account Number via Internet, telephone, fax or mail order or other means as the Company may from time to time determine.
 - 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 otherwise stated.
 - 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 Virtual Cards**
 - 2.1 The Company may (in its discretion) issue one or more of the Virtual Cards to the Cardholder subject to the terms and conditions of this Agreement.
 - 2.2 Virtual Card shall be issued by means of Virtual Card Account Number and no physical card will be issued to the Cardholder in respect of the Virtual Card Account Number. Subject to the payment of the relevant fees (which shall be at such rate and for such period and in such manner as the Company may determine and from time to time announce), the Cardholder of VISA Virtual Card and/or MasterCard Virtual Card may request the Company to convert the Virtual Card to a VISA/MasterCard Virtual Card and issue a physical card therefor and the Cardholder shall be bound by the terms and conditions governing the use of VISA/MasterCard Virtual Card, without prejudice to the number of the Company under this Agreement.
 - 2.3 Immediately upon being notified by the Company of the issue of a Virtual Card to him/her, the Cardholder shall sign and return to the Company acknowledgement of receipt of such notification or otherwise activate such Virtual Card in accordance with the instructions of the Company.
 - 2.4 The use or activation of the Virtual 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 Virtual Card shall normally be renewed at least 30 days' prior to the expiry date of a Virtual Card. Unless written notice of termination of the Virtual Card is received by the Company within such 30 days' period, the Virtual Card shall be deemed to have been renewed by the expiry date. By activating or using the renewed Virtual Card or continuing to use the renewed Virtual Card after its expiry date, the Cardholder shall be deemed to have accepted the renewal of the Virtual Card.
- 3. Use of the Virtual Card**
 - 3.1 Unless the Virtual Card is restricted exclusively to the Cardholder for bona fide Virtual Card Shopping Transactions only and the Cardholder shall not use the Virtual 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 Virtual Card to any person or allow any person to use the Virtual Card or pledge the Virtual Card as security for whatever purposes.
 - 3.3 The Cardholder may use the Virtual Card to effect Virtual Card Shopping Transactions only but not other transactions, in particular, cash advances.
 - 3.4 The Cardholder shall at his/her own costs and expenses obtain all computer hardware equipment and software (including without limitation digital certificate) necessary for effecting Virtual Card Shopping Transactions.
- 4. Credit Limit**
 - 4.1 The Company may from time to time (in its discretion) determine the credit limit in respect of any Virtual Card issued by the Company to the Cardholder.
 - 4.2 The Cardholder shall strictly observe the credit limit imposed by the Company from time to time and shall not use the Virtual Card in excess of such credit 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.
- 5. Virtual Card 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 Virtual Card 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 reserves 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 If payment of the whole of such outstanding Current Balance is received by the Company on or before the Due Date, no interest shall be payable in respect of such Current Balance. If no payment or payment of less than 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 (i) the unpaid balance from the date of the Statement on a daily basis until payment in full and (ii) the amount of each New Transaction from the date of that New Transaction on a daily basis until payment in full. All interest charged shall be debited to the Virtual Card Account on a monthly or other periodic basis.
 - 5.5 If no payment or 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 payable on the unpaid balance pursuant to Clause 5.4, a late charge as set out in the Fees Schedule shall be charged, which shall be debited to the Virtual Card Account on the date of the Statement next following ("Next Statement Date").
 - 5.6 All payment made to the Company pursuant to this Agreement shall be made in base currency of the Virtual Card subject to the Company's discretion to accept payment in other currencies. Charges which are effected in currencies other than the base currency of the Virtual Card may be debited to the Virtual Card Account after conversion into the base currency of the Virtual Card at a rate determined by the Company. Should any payment be made in currencies other than the base currency of the Virtual Card, such payment may be credited into the Virtual Card Account after conversion into the base currency of the Virtual Card 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 Virtual Card 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 Virtual Card Account.
 - 5.7 Payment received from the Cardholder shall be applied towards repayment of the balance of the Virtual Card 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 in respect of cash advance;
 - (b) interest in respect of retail spending;
 - (c) service fees or charges;
 - (d) overdraft handling fees and overdue fees;
 - (e) principal balance in respect of cash advance;
 - (f) principal balance in respect of retail spending;
 - (g) annual fee; and
 - (h) collection fee and legal costs and expenses incurred by the Company for enforcing this Agreement.
 - 5.8 The Company shall have the right (in its absolute discretion) to refuse the payment of any sum of money into the Virtual Card Account in excess of the Current Balance of the Virtual Card Account.
- 6. Fees and Charges and Interest Rates**
 - 6.1 All fees, charges and interests payable by the Cardholder under this Agreement are more particularly set out in and shall be paid

- 6.2 according to the Fees Schedule.
- 6.3 The Company may from time to time (in its discretion) revise the Fees Schedule in accordance with Clause 18. 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. Cardholder's Obligations and Liabilities**
 - 7.1 The Cardholder shall take reasonable care of the Virtual Card and keep the Virtual Card Account Number and the PIN secret. Without limiting the generality of the foregoing, the Cardholder must take the following measures to keep the Virtual Card Account Number safe and the PIN secret to prevent fraud:
 - (a) keep any record of the PIN separate from the record of the Virtual Card Account Number;
 - (b) destroy the original printed copy of the PIN;
 - (c) never write down or PIN on anything usually kept by or near the record of the Virtual Card Account Number;
 - (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 Virtual Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by the Company.
 - 7.2 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) unauthorized disclosure and/or use of the Virtual Card Account Number and/or the PIN;
 - (b) disclosure of the Virtual Card Account Number and/or the PIN to any unauthorized person; and/or
 - (c) any suspected unauthorized disclosure and/or use of the Virtual Card and/or the PIN.
 - 7.3 Without prejudice to the obligations under Clause 7.2, the Cardholder shall report the relevant event to the police and shall submit to the Company satisfactory documentary evidence of such disclosure or report as soon as reasonably practicable.
 - 7.4 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.
 - 7.5 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 Virtual Card Account;
 - (b) all Charges in respect of the transactions effected by the use of the Virtual Card but not debited to the Virtual Card Account; and
 - (c) all fees and charges payable by the Cardholder to the Company under this Agreement.
 - 8. Unauthorized Transactions**
 - 8.1 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.
 - 8.2 The Company may, in its reasonable and due diligence 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.
 - 8.3 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 relevant interest, fees, charges and/or interest if so demanded by the Cardholder shall subsequently be proved to be unfounded.
 - 9. Cardholder's Liabilities for Unauthorized Transaction**
 - 9.1 Provided that the Cardholder has acted in good faith and with care (including taking the precautions under Clause 7.1) and reporting unauthorized disclosure and/or use of the Virtual Card Account Number and/or the PIN in accordance with Clause 7.2), the Cardholder shall not be responsible for the loss and damage incurred:
 - (a) in the event of theft or loss of the Virtual Card and the PIN have not been received by the Cardholder;
 - (b) for any unauthorized transactions made after the Cardholder has duly notified the Company of the unauthorized disclosure and/or use of the Virtual Card and/or the PIN; and
 - (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.
 - 9.2 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 unauthorized disclosure and/or use of the Virtual Card Account Number and/or the PIN if the Cardholder has acted fraudulently or with gross negligence or has failed to comply with Clauses 7.1 or 7.2 or take reasonable precautions to prevent such unauthorized disclosure and/or use of the Virtual Card Account Number and/or the PIN 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 to effect such result.
 - 10. Limitation on Liabilities**
 - 10.1 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 Virtual Card or other devices provided by the Company, any Virtual Card services offered by the Company or any goods and services obtained by the Cardholder through the use of the Virtual Card, subject however to the provision under Clause 9.1 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.
 - 10.2 The Company accepts no responsibility for the refusal of any merchant establishment (including any financial institution) to honour the Virtual Card or for any goods and services supplied to the Cardholder.
 - 10.3 The Company also reserves the right to refuse in its absolute discretion any charge to the Virtual Card 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.
 - 10.4 The Company shall not be obliged to credit the Virtual Card 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.
 - 10.5 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 Virtual Card services to the Cardholder to the extent that it is attributable to any cause beyond the Company's reasonable control.
 - 10.6 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 loss or damage whatsoever which the Cardholder or any third party may suffer or incur, whether directly or indirectly, arising out of or in connection with the use of the Virtual Card.
 - 10.7 In the course of providing the Virtual 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 retain it for such period as it considers appropriate. The Company shall in good faith and with due care give effect to such communication and/or 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.
 - 11. Termination and Suspension of the Virtual Card**
 - 11.1 The Cardholder may at any time terminate the Virtual 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 Virtual Card notwithstanding such termination until all sums due under the Virtual Card Account (whether or not posted to the Virtual Card Account) are paid in full.
 - 11.2 The Company may terminate this Agreement 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 Virtual Card Account Number in its cancellation list or bulletin without notice whereupon the right to use the Virtual Card shall be revoked.
 - 11.3 Upon termination of this Agreement (whether by the Cardholder or the Company), the Cardholder shall immediately cease using the Virtual Card and shall be liable to the Company for the use of the Virtual Card and for all Charges pursuant to such use notwithstanding termination of this Agreement. No request to terminate a Virtual Card shall be effective unless and until such Virtual Card is terminated by the Company.
 - 11.4 The Company may at any time without notice suspend, cancel or terminate the Virtual Card and/or any services thereby offered and/or disapprove any transaction proposed to be effected thereby and may not give any reason.
 - 11.5 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.
 - 11.6 The Company shall have the right in 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.
 - 11.7 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.
 - 11.8 The Virtual Card Account Number shall at any time remain the proprietary property of the Company. The Cardholder shall unconditionally and immediately upon demand cease using the Virtual Card Account Number for any purpose.
 - 11.9 The Company shall have the right (in its absolute discretion) to request 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 Virtual Card, all the then outstanding instalments shall become due and payable immediately upon the termination of the Virtual Card for any reason whatsoever. Upon the termination of the Virtual Card, the

- 11.10 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 Virtual Card.
- 12. Rights of Set-off**
 - 12.1 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.
- 13. Debt Authorization**
 - 13.1 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 Citibank Banking Corporation Limited (the "Banks") with which he/she may have account(s) to debit and pay to the Company the full amount or part thereof standing to the credit of such account(s) (whether held singly or jointly with other, and whether or not such account 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 this authorization and instruction. The Cardholder further agrees that any of the Banks acting in reliance upon this Clause 13 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 13.
- 14. Cardholder's Liabilities and Legal Expenses**
 - 14.1 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.
 - 14.2 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 Virtual Card Account for the payment of which the Cardholder is responsible.
- 15. Transaction Record**
 - 15.1 The Company's record of all transactions effected by the use of the Virtual Card shall be conclusive evidence of such use and shall be binding on the Cardholder for all purposes.
- 16. Personal Data and Virtual Card Account Information**
 - 16.1 The Cardholder hereby acknowledges that the Cardholder has received, read and understood the contents of the Data Policy Notice or such other notice issued by the Company 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.
 - 16.2 The Cardholder hereby authorizes the Company to use any information it may have concerning the Cardholder and/or the Virtual Card Account in accordance with the DPN.
 - 16.3 The Cardholder authorizes the Company to contact any information source for information the Company may require to operate the Virtual Card 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.
 - 16.4 The Company shall use the information provided by the Cardholder in compliance with the PDP Ordinance.
 - 16.5 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 Virtual Card is issued including but not limited to any change of employment or business and of residential, representative or e-mail address.
 - 16.6 The personal representative(s) of the Cardholder shall promptly notify the Company in writing of the death of the Cardholder.
 - 16.7 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 and to 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 jurisdiction. This Clause 16.7 shall apply to the Cardholder subject to the DPN.
 - 16.8 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.
 - 16.9 The Cardholder acknowledges and agrees that these 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 Virtual Card 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.
- 17. Notice**
 - 17.1 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.
 - 17.2 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 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, 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.
- 18. Amendments**
 - 18.1 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.
 - 18.2 Activation or non-use of the Virtual 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.
 - 18.3 If the Cardholder does not accept the proposed change by the Company, the only recourse available to the Cardholder is to terminate the Virtual Card in accordance with Clauses 11.1.
 - 18.4 Where a Cardholder terminates his/her Virtual Card pursuant to Clause 18.3 within reasonable time, the Company may (in its discretion) repay the annual and other periodic fees on that Virtual Card (if any) on a pro rata basis if the fees can be separately distinguished and the amount involved is not minimal.
- 19. Law and Jurisdiction**
 - 19.1 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.
- 20. Miscellaneous**
 - 20.1 This Agreement is written in both English and Chinese. In case of conflict or deviation in interpretation, the English version shall prevail.
 - 20.2 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.
 - 20.3 This Agreement shall be binding on each successor, personal representative and person lawfully acting on behalf of the Cardholder.
 - 20.4 No failure 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.
 - 20.5 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.