

Terms and Conditions for BOC Express Cash Card Cash Instalment Plan

These Terms and Conditions shall be applicable to BOC Express Cash Card Cash Instalment Plan approved on or before 4 October 2009.

1. Any person being the holder of an Express Cash Card (the "**Cardholder**") may apply for the Express Cash Card Instalment Plan (the "**Loan**") subject to these terms and conditions, which are supplemental to the User Agreement (the "**Agreement**") governing an Express Cash Card account and which shall form part of the Agreement. In the event of inconsistency between the Agreement and these terms and conditions, these terms and conditions shall prevail to the extent of any such inconsistency. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.
2. The Company may at its absolute discretion approve or reject any application for a Loan without giving any reason. The Company will inform the Cardholder in writing whether the application is approved or rejected and in no event shall the Company be responsible for any loss or liability which the Cardholder may suffer or incur as a result of any such application being rejected. An application, once approved, shall not be cancelled or amended by the Cardholder and the Cardholder shall be bound to accept the Loan on the terms set out in the relevant written confirmation.
3. The Loan shall be for a minimum amount of HK\$1,000 which may be increased by integral multiple(s) of HK\$1,000 subject to a maximum amount specified by the Company from time to time by reference to the available credit limit of a Cardholder's Account. The Company may at its absolute discretion determine the exact amount of the Loan; the Cardholder hereby irrevocably agrees to borrow the Loan notwithstanding that the Loan amount approved by the Company is lower than that applied for.
4. If the Cardholder apply for the Loan via "iService" of the Company,
 - (a) the total amount of "iService" shall not exceed a daily limit of HK\$100,000 or the Cardholder's available credit limit (whichever is lower), or the amount specified by the Company from time to time;
 - (b) application submitted not later than 3:00pm (Hong Kong time) on Monday to Friday or 10:00am (Hong Kong time) on Saturday (except for public holiday) ("Processing Time") will be processed on the same day, otherwise it will be processed on the coming Processing Time; and
 - (c) Cardholder will be notified by email one day after the submission date if the application is processed successfully. Cardholder can check out the transaction status via the "Transaction Enquiry" under the "Cash Instalment" section in "iService"
5. The Company reserves its right to debit a handling fee (maximum HK\$300) to the Account without prior notice

if the Loan disbursement is declined due to the account status of the designated account of the Cardholder.

6. Once a Loan is approved, the Company will within a reasonable time advance the principal amount of the Loan to the Cardholder in such a manner as may be acceptable to the Company. The Cardholder shall be responsible for all charges and fees associated with advancement of the Loan principal and the Account shall be debited with all such charges and fees at the time of advancement.
7. Handling fees (the "**Handling Fees**") will be charged in such amount and in such manner as the Company may notify to the Cardholder or as specified in the application form, and shall be confirmed separately in writing. The principal amount of the Loan shall be repaid by equal monthly instalments (the "**Monthly Instalment**") as applied for by the Cardholder and approved by the Company, and the Monthly Instalment amount shall be confirmed in writing and such amount shall be rounded up to the nearest cent.
8. The first Monthly Instalment and the Handling Fees (if any) shall be debited to the Account in the following working day of advancement of the Loan. Each subsequent Monthly Instalment and Handling Fees (if any) shall be debited on the first working day after the subsequent Next Statement Date provided that if such day is not a working day for the Company or the relevant Monthly Instalment and Handling fee (if any) cannot be debited to the Account for reasons beyond the control of the Company, the same shall be debited to the Account in accordance with the usual practice of the Company.
9. Upon advancement of the Loan, the available credit limit in the Account shall be reduced by the aggregate amount of the Monthly Instalments not yet debited to the Account and shall be increased by the same amount of the Monthly Instalment repaid to the Account.
10. The Cardholder may by written notice apply for early repayment of all but not part of the outstanding Monthly Instalments and the Handling Fees (if any). Upon approval of such an application, the Company shall debit the Account with all the outstanding Monthly Instalments and Handling Fees, together with an administrative fee of HK\$120 (the "**Administrative Fee**").
11. Notwithstanding anything herein to the contrary, in the event there is any default in the Account, or the Account is terminated or suspended for whatever reason or the Company reasonably considers it necessary to protect its interest, the Company shall be entitled to debit all of the outstanding Monthly Instalments and the Handling Fees, together with the Administrative Fee and any charges to the Account at any time without prior notice to the Cardholder.
12. The Cardholder hereby irrevocably authorizes the Company to debit all Monthly Instalments, the Handling Fees, the Administrative Fee and charges (if any) to the Account and for such a purpose the Cardholder shall reserve sufficient credit limit in the Account. The Company shall be entitled to debit any amount to the Account

in excess of its then available credit limit and the Cardholder shall be liable for any such excesses.

13. All Monthly Instalments, Handling Fees, Administrative Fee and charges (if any) shall be debited to the Account as cash advances by the Cardholder and accordingly the provisions prescribed in the Agreement relating to interests, finance charges and other fees applicable to cash advances shall apply. Interest, handling/administrative fees or other charges may be charged in respect of the Loan and the Annualized Percentage Rate (APR) thereof shall be computed in accordance with the Hong Kong Monetary Authority guidelines and as set out in the relevant promotional materials and/or the application form.
14. The Cardholder warrants to the Company that all information provided to the Company in respect of the application of the Loan are true and accurate and undertakes to notify the Company of any subsequent material changes to the information contained therein and/or documents.
15. The Company has absolute discretion to determine any matter in connection with the Loan and any such determination shall be final and binding on the Cardholder (save and except manifest error).
16. The Company may by 30-day prior written notice to the Cardholder alter these terms and conditions.
17. The English version of these Terms and Conditions shall prevail whenever a discrepancy occurs between the English and the Chinese versions.