



## OTHER INSTRUCTIONS

Please send statement to :  Residential Address  Company Address  
 ATM Screen Language :  Chinese  English

The address selected above will be used as your correspondence address in the event your application is approved.  
 Card Collection: SOGO VISA Platinum Card collection letters will be sent to you separately. Please select collection location as follows: If applicant is existing BOC Credit Card cardholder, your new credit card will be mailed to your corresponding address which has registered in your BOC Credit Card account accordingly.

Bank of China (Hong Kong)

District	Branch Code	District	Branch Code	District	Branch Code
<b>Bank of China (HK)-Hong Kong Island</b>					
<input type="checkbox"/> Central District Branch	012349	<input type="checkbox"/> Diamond Hill Branch	012813	<input type="checkbox"/> Bank of China (HK)-NT	
<input type="checkbox"/> Kennedy Town Branch	012560	<input type="checkbox"/> Whampoa Garden Branch	012890	<input type="checkbox"/> On Chee Road Branch	012571
<input type="checkbox"/> 449 Hennessy Road Branch	012611	<input type="checkbox"/> To Kwa Wan Branch	012918	<input type="checkbox"/> Tai Po Branch	012591
<input type="checkbox"/> Bank of China Tower Branch	012875	<input type="checkbox"/> 194 Cheung Sha Wan Road Branch	012352	<input type="checkbox"/> Ta Tsa Wan Road Branch	012608
<input type="checkbox"/> Central District (Wing On House) Branch	012916	<input type="checkbox"/> Sham Shui Po Branch	012552	<input type="checkbox"/> New Town Plaza Branch	012695
<input type="checkbox"/> Jardine's Bazaar Branch	012932	<input type="checkbox"/> Festival Walk Branch	012816	<input type="checkbox"/> City One Sha Tin Branch	012565
<input type="checkbox"/> Heng Fa Chuen Branch	012390	<input type="checkbox"/> Kowloon Plaza Branch	012898	<input type="checkbox"/> Ma On Shan Plaza Branch	012805
<input type="checkbox"/> Lee Chung Street Branch	012594	<input type="checkbox"/> Castle Peak Road (Cheung Sha Wan) Branch	012923	<input type="checkbox"/> HKUST Branch	012896
<input type="checkbox"/> Aberdeen Branch	012706	<input type="checkbox"/> Ma Foo Mount Sterling Mall Branch	012566	<input type="checkbox"/> East Point City Branch	012814
<input type="checkbox"/> King's Road Branch	012737	<input type="checkbox"/> Kwun Tong Plaza Branch	012691	<input type="checkbox"/> Tsuen Wan Branch	012355
<input type="checkbox"/> North Point (Ku Fa Mansion) Branch	012777	<input type="checkbox"/> 177 Ngau Tau Kok Road Branch	012951	<input type="checkbox"/> Kwai Cheong Road Branch	012802
<input type="checkbox"/> Kam Wa Street Branch	012882	<input type="checkbox"/> Kowloon Bay Branch	012866	<input type="checkbox"/> Metropalaza Branch	012742
<input type="checkbox"/> Talcoo Shing Branch	012888	<input type="checkbox"/> Yau Tong Branch	012785	<input type="checkbox"/> Maritime Square Branch	012830
<input type="checkbox"/> Bank of China (HK)-Kowloon		<input type="checkbox"/> Lam Tin Branch	012815	<input type="checkbox"/> Kau Yuk Road Branch	012573
<input type="checkbox"/> Wong Tai Sin Branch	012567	<input type="checkbox"/> Prince Edward Branch	012351	<input type="checkbox"/> Luen Wo Market Branch	012616
<input type="checkbox"/> San Po Kong (Wing Lok Building) Branch	012779	<input type="checkbox"/> Hampton's Avenue Branch	012394	<input type="checkbox"/> Sheung Shui Centre Branch	012807
<input type="checkbox"/> Choi Hung Branch	012758	<input type="checkbox"/> Mong Kok Branch	012586	<input type="checkbox"/> Tuen Mun Town Plaza Branch	012899
		<input type="checkbox"/> Yau Ma Tei Branch	012878		

Nanyang Commercial Bank  Chiyu Bank \_\_\_\_\_ Branch

If you wish to have ATM facilities, please apply upon card collection at designated branch.

## ADDITIONAL CARD APPLICANT

When applying for more than 1 Additional Card, please make copy of this form. Each one must be signed by the Main Card applicant and returned altogether.

**Perpetual Annual Fee Waiver for each Additional Card Applicant & 25,000 Gift Points for each Main Card Applicant (need to fulfill Spending requirement)**

An Additional Card applicant must be 16 years old or above and shall not be a student. The Additional Card card type applied for must be the same as the Main Card.

Chinese Name \_\_\_\_\_ Name in English \_\_\_\_\_

ID Card No. (Please attach copy) \_\_\_\_\_ Nationality \_\_\_\_\_ Formerly Used Name/ Alias (if applicable) (Please provide proof(s)) \_\_\_\_\_

Company Name (Please fill in if applicable) \_\_\_\_\_

Contact/Mobile Phone No. (Required) \_\_\_\_\_ Relationship with the Applicant \_\_\_\_\_

If Additional Cards residential address is different from the Main Card, please provide Additional Card applicant's English residential proof  
 If permanent address is different from the current residential address, please provide additional English permanent address proof

### Additional Card Monthly Credit Limit

Out of my personal card "credit limit" as approved by the Company for my main card, I wish to allocate HKD \_\_\_\_\_ subject to absolute discretion of the Company, as an upper credit limit for the aggregate amount of retail and cash advance spending for the above additional card(s) for each statement cycle (i.e. "Monthly Credit Limit")

\*If the main cardholder does not prescribe a Monthly Credit Limit for the additional cardholder(s), it means one "credit limit" will be shared jointly by the main and the additional cardholders. Credit limit will be rounded up to the nearest thousand and expressed in terms of thousands. If the approved additional card monthly credit limit is lower than the one proposed by the main card applicant, the lower limit will apply.

**Terms and Conditions for Monthly Credit Limit :** 1. Without prejudice to any other terms and conditions regulating the use of credit limit assigned to a Card, the Cardholder (including the Main Cardholder and Additional Cardholder, if applicable) shall strictly observe the monthly credit limit pre-set for each statement period from time to time. The Cardholder shall not use the Card in excess of such monthly credit limit. Breach of this Clause 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. 2. The monthly credit limit will be reset on the first day of each statement period.

## RELATIONSHIP WITH THE COMPANY

Is the main card applicant and/or the additional card applicant a relatives of any of the director/CEO/credit officer of the BOC Credit Card (International) Ltd ("the Company") or any of its subsidiaries or of the Bank of China (HK) Ltd or any of its subsidiaries and/or holding companies?

Yes (Please state his/her details below)

Name of Director/Employee \_\_\_\_\_ Relationship \_\_\_\_\_

Company Name \_\_\_\_\_

BOC Credit Card (International) Ltd/any of its subsidiaries and/or holding companies  Bank of China (HK) Ltd/any of its subsidiaries and/or holding companies

Department \_\_\_\_\_ Position \_\_\_\_\_

No I hereby certify that I am not a relative of any of the director/employee of Bank of China (HK) Ltd. I undertake to advise Bank of China (HK) Ltd without delay if and when I become a relative of any director/employee of Bank of China (HK) Ltd after submission of this signed application form.

## YOUR SIGNATURE

I/We declare that the above information is true and complete and hereby authorize BOC Credit Card (International) Ltd ("the Company") to contact my/our employers, financial and credit institutions or any other credit or information source for the verification thereof and for the collection of such information as required for the processing and evaluation of this application and, if my/our application is approved, for the operation of my/our account(s). I/We further authorize the Company to disclose any information regarding me/us and/or this application and/or my/our account(s) with the Company confidentially to (i) the Company's employees, agents and contractors for the purpose of processing and verifying this application; (ii) third parties employed by the Company to provide services in connection with the operation of customer accounts (including credit check and debt collection service) and marketing of account services; (iii) Bank of China (Hong Kong) Limited and its subsidiaries; and (iv) any third party whose name or logo appears on the Card.

I/We agree and understand that the data held by the Company relating to me/us may be transferred to other places (including places outside Hong Kong) at any time and from time to time where the Company deems necessary.

I/We hereby solemnly and sincerely declare that (i) I/We have not held any credit card that was cancelled by the issuer due to my/our default in payment; (ii) I/We do not have any overdue payment exceeding 30 days in respect of any of my/our indebtedness (including without limitation credit card, mortgage, personal loan and other financial arrangement); (iii) I/We have never been adjudged bankrupt, or made the subject of any bankruptcy or similar proceedings, or of any receiving or similar order, in Hong Kong or elsewhere; and (iv) I/We have carefully and conscientiously considered the status of my/our assets and liabilities. I/We have no intention to petition for my/our own bankruptcy or for any similar order, or propose to enter into with my/our creditors any individual voluntary arrangement or similar arrangement, in Hong Kong or elsewhere, nor do I/we see any reason why I/we should do so.

I/We have carefully read and fully understand the attached "Important Terms and Conditions of BOC Credit Card", "Data Policy Notice" (or such other document(s) issued under whatever name from time to time by BOC Credit Card (International) Limited 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)), the terms and conditions relating to Installment Programs and Monthly Credit Limit for Additional Card respectively and agree to be bound by them (if applicable).

## NOTICE

1. Main Card applicant must be aged 18 years old or above. Additional card applicant must be aged 16 years old or above.
2. Annual Income of SOGO VISA Platinum Card is HK\$150,000.
3. Annual fee of SOGO VISA Platinum Card is HK\$800 for Main Card and HK\$600 for each Additional Card.
4. Documents submitted (including this application form) will not be returned.
5. Should the applicant be a current BOC Main Card cardholder, his/her credit history and existing credit limit will be taken into consideration in the final approval and credit judgment. The credit limit should be shared among all HKD credit cards and BOC CUP Dual Currency Credit Card.
6. BOC Credit Card (International) Limited (The company) will make the final decision on either to decline or approve your application, credit limit and related interest rate. SOGO Hong Kong Co., Ltd. (SOGO Hong Kong) will not participate in the approval process.
7. The company reserves the right to adjust the interest rate at any time.
8. Please return the original copy of this application form together with the required supporting document by mail or pass to any Bank of China (HongKong) branches.

To avoid processing delay of your application, please enclose copy of the following documents:

- HK Identity Card of Main and Additional Card (if applicable) applicant(s) (in A4 size, with enlarged image & in light colour). If you are not a Hong Kong Permanent Identity Card cardholder, please provide passport copy,
- Current 3-month English residential address proof, e.g. electricity bill, rates demand note, bank statement (if permanent address is different from the current residential address, please provide additional English permanent address proof),
- If Additional Cards residential address is different from the Main Card, please provide Additional Card applicant's English residential address proof (if permanent address is different from the current residential address, please provide additional English permanent address proof),
- Bank statement/passbook showing your name, account number and the latest 2 months' salary or the latest month salary proof or the latest Tax Demand Note,
- Latest 2 months' bank deposit documents and other asset proof for non-working applicant,
- Business Registration Certificate and the latest tax return for sole proprietor or a partner in a business.

Additional document(s) may be required for approval of the application.

Signature of <u>Main Card</u> applicant (Please do not alter)	Signature of <u>Additional Card</u> applicant (Please do not alter)
X	X
Date	Date
IV	A.No.:

## Successful new card applicants can enjoy the below exclusive welcome offer



**HK\$200 SOGO Gift Certificate**

or

### Speaker with iPhone/iPod Docking

- Player & recharger for iPhone/iPod
- Video output
- Dual alarm wake up by radio/beep/iPhone ringing tone
- FM radio
- 3.5mm auxiliary input jack
- Remote control
- One year carry-in-warranty



eBOX  
Model no.: OHM-1622

or



### Philips BeNear Cordless Phone (Twin Set)

- Superior Sound quality
- 1.6" display with amber backlight
- Up to 12 hours talk time
- One year carry-in-warranty

Model no.: CD1802B

or

### Up to HK\$60,000 Interest - Free Cash Installment Loan

- Up to HK\$60,000 or 60% of available credit limit (whichever is lower)
- No spending requirement, repayment by up to 6 monthly installments
- Enjoy financial flexibility with interest and handling fee waived



#### TERMS & CONDITIONS OF WELCOME OFFER

1. The promotion period runs from now until 30 June 2012. Only applicant whose application is approved within the promotion period will be eligible for the welcome offer.
2. There is no spending requirement for the SOGO VISA Platinum Card applicant who selects "Cash Installment Loan" (the "Loan") as the welcome offer. The maximum Loan amount cannot exceed HK\$60,000 or 60% of the available credit limit of the relevant card accounts (whichever is lower) whereas the minimum Loan amount is set at HK\$3,000. The Loan shall be repaid by 6 equal monthly installments. BOC Credit Card (International) Limited (the "Company") has the right to make the final decision on the approved loan amount. Details of the Loan including, but not limited to, the approved amount, the loan tenor and the repayment period will be specified in a loan approval notification letter. Application for the Loan shall be subject to the "Terms and Conditions of Installment Program". Any amount debited to the account in connection with the Loan shall not be counted towards the award of "Gift Points" or the "Cash Rebate" program. If no payment or payment of less than the outstanding balance of the relevant account is received by the Company on or before the payment due date, fees and charges at a rate as set out in the Fees Schedule shall be charged. Please refer to the Card User Agreement, Terms and Conditions of Installment Program and the Fees Schedule for details.
3. Successful SOGO VISA Platinum Card applicant, who selects "HK\$200 SOGO Gift Certificate" or "Speaker with iPhone/iPod Docking" or "Philips BeNear Cordless Phone (Twin Set)" as welcome offer, is required to accumulate retail spending/cash advance/Cash Before Card/posted amount of merchant installment program ("Spending") of up to HK\$2,000 or more in the first two months of card issuance to be eligible for the welcome offer (online Bill Payment, Octopus Automatic Add Value Service, and such other transaction types as may be designated by the Company from time to time are excluded).
4. Each main card applicant successfully apply for an additional card simultaneously within the promotion period, and each additional card applicant who has accumulated Spending of up to HK\$2,000 within the first two months of card issuance, can enjoy "25,000 Gift Points"(online Bill Payment, Octopus Automatic Add Value Service, and such other transaction types as may be designated by the Company from time to time are excluded). Maximum 9 additional cards can be applied for by each main card applicant. (Each card applicant can enjoy maximum 225,000 Gift Points)
5. Applicants who are existing main cardholders of BOC Credit Card and/or BOC CUP Dual Currency Credit Card (Additional Card, Business Card, Corporate Card, Purchasing Card, Intown Virtual Card, BOC Great Wall International Credit Card, US Dollar Card, Credit Card issued in Macau SAR, Private Label Card and BOC Express Cash Revolving Credit are all excluded), or have cancelled the above card or were once holders of the above card on or after 1 July 2011 will not be eligible for the welcome offer for main cardholder upon approval of application.
6. If the additional card applicant is currently holding a BOC Credit Card and/or BOC CUP Dual Currency Credit Card (either in the capacity as a main or additional cardholder), or has heretofore cancelled any such card or once held any such card on or after 1 July 2011, the main cardholder will not be eligible for the additional card welcome offer upon approval of the additional card application.
7. The redemption letter or Gift Points will be sent to the main cardholder or credited to the main cardholders accounts within 4 to 6 weeks after all spending requirements (if applicable) are fulfilled. The status of the credit card account must be normal, valid and in good credit condition.
8. The selected gift once confirmed can neither be altered nor exchanged for cash or other gifts. If applicants have not specified their gift preference or have selected more than one gift, the Company will make the final decision on their behalf.
9. All gifts are available while stocks last. The Company reserves the right to offer an alternative gift of equivalent or approximate value in case of shortage.
10. If a cardholder has made multiple redemptions or the relevant transaction for fulfillment of the spending requirement has been cancelled for whatever reason, the Company reserves the right to debit the cost of the welcome offer (The cost of "HK\$200 SOGO Gift Certificate" is HK\$200; "Speaker with iPhone/iPod Docking" is HK\$598; "Philips BeNear Cordless Phone (Twin Set)" is HK\$399) and a handling fee of maximum HK\$300 against the cardholder's account without prior notice.
11. If a new cardholder cancels the main credit card account within 12 months after card issuance, the Company will debit an administration fee which is equivalent to the annual fee of the relevant credit card against his/her credit card account without prior notice.
12. Should two or more BOC credit cards be approved and issued to the same cardholder within the promotion period, the cardholder will be entitled to one gift only and the gift will be that for the highest tier of credit card approved and issued (the credit card tier in descending order is Platinum Card, Titanium Card, Gold Card and Classic Card). If the credit cards are not applied at the same time, the gift for the credit card first approved will be offered.
13. The Company accepts no liability for the quality of or any other matters relating to the gifts. The vendors are solely responsible for all the obligations and liabilities relating to the gifts.
14. The Company reserves the right to change, suspend or terminate the welcome offers or amend their terms and conditions at its sole discretion without prior notice.
15. All matters and disputes are subject to the final decision of the Company.
16. The English version of these terms and conditions shall prevail should there be any discrepancy or inconsistency between the English and the Chinese versions.

Promotion Period :  
from now until 30 June 2012

(Photos above are for reference only)

## TERMS & CONDITIONS OF INSTALMENT PROGRAMS

These Terms and Conditions shall be applicable to Installment Programs approved on or after 5th October 2009.

1. Installment Programs - Subject to these terms and conditions, which are supplemental to the User Agreement ("Agreement") governing the card account and shall form part of the Agreement, any person ("Applicant") being the Cardholder of the card account may apply for the following programs offered by the Company:(a) Credit Card Cash Installment Loan ("Cash Installment Program"); or (b) Statement Installment ("Statement Installment Program") (the Cash Installment Program and the Statement Installment Program are collectively referred to as the "Installment Programs") unless such card account has been excluded from the Installment Programs by the Company from time to time. 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. Application - 2.1 The Company may in its absolute discretion approve or reject any application for the Installment Programs without giving any reason.2.2 For the Statement Installment Program, the Applicant is advised to make enquiry with the Company prior to effecting any transaction which is intended to be repaid by installments in accordance with the Statement Installment Program.2.3 The Company will by written notice inform the Applicant whether the application of any of the Installment Programs is approved or rejected and in no event shall the Company be responsible for any loss or liability which the Applicant 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 Applicant and the Applicant shall be bound to accept the terms set out in the relevant written confirmation.2.4 (a) For the Cash Installment Program, the cash installment loan amount ("Cash Installment Amount") shall be for a minimum amount from time to time specify in the relevant application form or promotional materials subject to a maximum amount from time to time specified by the Company by reference to the available credit limit in the Account. The Company may in its absolute discretion determine the exact Cash Installment Amount and the Applicant hereby irrevocably agrees to borrow the Cash Installment Amount notwithstanding that the Cash Installment Amount approved by the Company is lower than that applied for.(b) For the Statement Installment Program, the aggregate statement installment amount ("Statement Installment Amount") shall be for a minimum amount from time to time specify in the relevant application form or promotional materials, subject to a maximum amount from time to time specified by the Company by reference to the available credit limit in the Account.
3. Approval - After approval of the following application:(a) For the Cash Installment Program, the Company will within reasonable time advance the Cash Installment Amount to the Applicant in such manner as accepted by the Company.
4. Upfront Administration Fee and Monthly Handling Fee 4.1 Upfront Administration Fee (if any) in relation to the Installment Programs ("Upfront Administration Fee") will be charged at such rate and in such manner as the Company may notify to the Applicant or as specified in the application form, which shall be confirmed in the relevant written confirmation. 4.2 Monthly Handling Fee (if any) in relation to the Installment Programs ("Monthly Handling Fee") will be charged at such rate and in such manner as the Company may notify to the Applicant or as specified in the application form, which shall be confirmed in the relevant written confirmation.
5. Repayment - 5.1 The Cash Installment Amount or the Statement Installment Amount and Monthly Handling Fee (if any) shall be repaid by equal monthly installments (the "Monthly Installments" and each a "Monthly Installment") as applied by the Applicant and approved by the Company, which shall be confirmed in the relevant written confirmation and such amount shall be rounded up to the nearest cent. 5.2 The Company is hereby authorized to apportion the Monthly Installments between the Cash Installment Amount or the Statement Installment Amount and Monthly Handling Fee (if any) as it shall deem appropriate. If the Applicant repays prematurely, it may not necessarily reduce the amount of Monthly Handling Fee the Applicant would have paid. 5.3 The first Monthly Installment and Upfront Administration Fee (if any) shall be debited to the Account on the next working day of, where appropriate, the advancement date of the Cash Installment Amount or the date when the Statement Installment Program has been approved. Each subsequent Monthly Installment shall be debited on the corresponding date of the subsequent calendar month provided that if there is not such a day in any subsequent calendar month, the relevant Monthly Installment shall be debited on the last day of that calendar month; or if such day is not a working day of the Company, the same shall be debited on the preceding working day; or the relevant Monthly Installment 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.
6. Credit limit - Where appropriate, upon: (a) the advancement of the Cash Installment Amount; or (b) after the approval of the Statement Installment Program, the available credit limit in the Account shall be reduced (if not yet reduced) by the Cash Installment Amount or the Statement Installment Amount and shall be increased when the Monthly Installment has been repaid to the Account.
7. Early repayment and refund - 7.1 The Applicant may by written notice apply for early repayment of the Installment

The Applicant shall be responsible for all charges and fees associated with advancement of the Cash Installment Amount and any such charge and fee shall be debited to the Account at the time of advancement of the Cash Installment Amount. (b) For the Statement Installment Program, the Applicant shall on the subsequent Due Date pay the relevant amount after deducting the Statement Installment Amount.

Programs in full but not in part. Upon approval of such application, the Company shall debit all outstanding Monthly Installments, the Upfront Administration Fee (if any) (if not yet debited), together with an early repayment administration fee from time to time determine and communicate to the Applicant ("Early Repayment Administration Fee") to the Account. 7.2 For the Statement Installment Program, if there is a refund of goods and/or services, upon receipt of the relevant refunds from the relevant merchant, the same will be credited to the Account. The amount so credited to the Account shall be applied towards settlement of the debit balance therein in accordance with the relevant provisions in the Agreement. The Applicant acknowledges that the Company shall not be responsible for verifying with the relevant merchant in respect of any amount so refunded.

8. Termination of the Installment Programs - 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 Installments and the Upfront Administration Fee (if any), together with the Early Repayment Administration Fee and any charges to the Account at any time without prior notice to the Applicant.
9. Authorization - The Applicant hereby irrevocably authorizes the Company to debit all Monthly Installments, the Upfront Administration Fee (if any), the Early Repayment Administration Fee and charges (if any) to the Account and for this purpose, the Applicant 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 Applicant shall be liable for such excess and shall pay the Overlimit Handling Fee in accordance with the Fees Schedule where appropriate.
10. Interest, Fees and Charges - If full payment of the outstanding Current Balance as stated in the Statement is received by the Company on or before the Due Date, no interest shall be payable by the Applicant, otherwise interests, finance charge and other fees, if applicable, shall be charged pursuant to the Agreement. All Monthly Installments, the Upfront Administration Fee (if any), the Early Repayment Administration Fee and charges (if any) shall be debited to the Account, for the Cash Installment Program as cash advance transaction made by the Applicant, and for the Statement Installment Program as retail spending transaction made by the Applicant and accordingly the provisions in the Agreement relating to interests, finance charge and other fees applicable to cash advance or retail spending transactions (where appropriate) shall apply. Interest, finance charges or other fees may be chargeable in respect of the Installment Programs and the annualized percentage rate thereof computed in accordance with the directions given by the Hong Kong Monetary Authority will be shown in the relevant promotional materials and/or the application form.
11. Miscellaneous - 11.1 The Applicant warrants to the Company that all information provided to the Company in respect of the application of any of the Installment Programs

are true and accurate and undertakes to notify the Company of any change to those information and/or documents. 11.2 The Company has absolute discretion to determine any matter in connection with the Installment Programs and any such determination shall be final and binding on the Applicant (save and except manifest error). 11.3 The Applicant hereby authorizes the Company to accept and retain for its own benefit from all relevant parties in relation to the Installment Programs any commission, rebate, benefit and/or other advantage arising out of or in connection with the Installment Programs. 11.4 The Applicant hereby authorizes the Company to release, use or exchange any information about the Applicant to all relevant parties in relation to the Installment Programs. 11.5 The Company may by 30 days' prior written notice to the Applicant alter these terms and conditions. 11.6 If there is any conflict or inconsistency between the Chinese and the English version of these terms and conditions, the latter shall prevail.

Interest rate of BOC Credit Card for retail spending and cash advance are 28% p.a. (APR is 29.97%) and 28% p.a. (APR is 31.66%) respectively. If a cardholder has not made any payment or has made payment less than the Minimum Payment on or before the relevant Due Date on two or more occasions in 6 consecutive monthly statements, the Company will charge Overdue Interest Rate at an additional rate of 4% over the basic interest rate applicable to the outstanding balance in the cardholder's credit card account from the day following the 7th Statement Date, and the interest will be reflected on the 8th statement onwards. All preferential interest rates applicable to the cardholder's credit card account will be suspended until such time as the Overdue Interest Rate ceases to apply.

## IMPORTANT TERMS & CONDITIONS OF BOC CREDIT CARD

1. Approval of this credit card application and the issue of the credit card ("Card") and/or the virtual card ("Virtual Card") to you are subject to our satisfactory verification of the data stated in your application form and the documents supplied by you in support thereof and our credit policy from time to time in force. We reserve the right to refuse your application without assigning any reason therefor.
2. A 'Virtual Card' will be issued only in the form of 'a credit card account number' and without any physical card.
3. You agree to be bound by the terms and conditions of the BOC Credit Card (International) Limited Credit Card User Agreement and/or the BOC Credit Card (International) Limited Virtual Card User Agreement (the "User Agreements"). Copies of these User Agreements are available at our principal place of business or on our web site at [www.boci.com.hk](http://www.boci.com.hk).
4. Immediately upon receipt of the Card and/or being notified of the issue of the Virtual Card, you have the responsibility to sign the Card on the space provided, and if so required by us activate the Card and/or the Virtual Card according to our instructions. Your signature on the Card, or use or activation of the Card and/or the Virtual Card shall constitute conclusive evidence of your agreement to be bound by the terms and conditions of the User Agreements.
5. All applicable fees, charges and interest payable in respect of the issue and use of the Card and/or the Virtual Card are set out in the Fees Schedule referred to in the User Agreements. A copy of the Fees Schedule is available at our principal place of business or on our web site at [www.boci.com.hk](http://www.boci.com.hk).
6. You will receive from us a statement of account ("Statement") on a monthly or other periodic basis showing (among other things) the current balance of your account, the minimum payment due from you to us and the payment due date, except where there is no New Transaction since the last statement. You agree to verify the transaction details of the Statement and notify us in writing of any error within 60 days from the date of the Statement. Otherwise, we shall be entitled to treat all transactions shown on the Statement as correct and conclusive.
7. You acknowledge and agree that if you shall make no payment or payment of less than the current balance on or before the due date, interest shall be charged on (i) the unpaid balance from the date of the Statement, and (ii) 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 your account and shown in the Statement) from the date of that new transaction, and if you shall make no payment or payment of less than the minimum payment on or before the due date, then a late charge shall be charged in addition to the interest payable on the unpaid balance and the amounts of all new transactions. Where additional card(s) is/are issued, we may 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 to all intents and purposes.
8. Payment made by you shall be applied towards repayment of the balance of your account in such order as we may in our absolute discretion determine from time to time. Where additional card(s) is/are issued to you, payment made by a main cardholder shall be applied towards repayment of the respective sums of moneys due from the main cardholder and from the additional cardholder(s) in such order and priority as we may in our absolute discretion determine from time to time. Although an additional cardholder is only liable for transactions effected through his/her own additional card, such additional cardholder may (at his/her option) settle the amounts due from the main cardholder and/or other additional cardholders. Any payment made by an additional cardholder in excess of the amounts then due from him/her to us 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, in such order and priority as we may from time to time determine.
9. You acknowledge that the Card and/or the Virtual Card are our properties. You agree to take all necessary measures to keep the Card and/or the Virtual Card safely under your personal control and the personal identification number ("PIN") secret and use the Card and/or the Virtual Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by us to prevent fraud.
10. It is your responsibility to report as soon as reasonably practicable to us and to the police of any loss, theft, unauthorized use of the Card, the Virtual Card and/or PIN and/or suspected unauthorized use of the Card and/or the Virtual Card or any counterfeit card.
11. Notwithstanding anything contained in the User Agreements regarding credit period granted to you by us, you shall repay all sums due to us immediately upon our demand.
12. You agree to examine your Statement carefully and report any unauthorized transactions in the Statement within 60 days from the date of the Statement.
13. Provided that you have acted in good faith and with due care (including taking all necessary precautions to safeguard the Card and/or the Virtual Card and to report loss, theft and/or unauthorized or suspected unauthorized use of the Card and/or the Virtual Card as soon as practicable) in handling the Card and/or the Virtual Card, your liability for loss, theft and/or unauthorized use of the Card and/or the Virtual Card shall not exceed the maximum from time to time prescribed by the applicable law or regulatory directive.
14. You 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 and/or the Virtual Card if you have acted fraudulently or with gross negligence, or have failed to take all necessary precautions to prevent such loss, theft and/or unauthorized use of the Card and/or the Virtual Card, or if the unauthorized use of the Card and/or the Virtual Card involves the use of your PIN with or without your knowledge and shall indemnify us against all losses, damages, liabilities and all reasonable costs and expenses incurred as a result thereof.
15. Where additional card(s) is/are issued to you, a main cardholder shall (jointly and severally with the additional cardholders) be liable to us for any and all transactions effected and/or liabilities incurred by the additional cardholders and/or through the use of the additional cards whereas an additional cardholder shall be liable only for the transactions effected and the liabilities incurred by such additional cardholder through the use of the additional card.
16. You irrevocably authorize us at any time and from time to time to combine and set off all or any of your accounts with us without prior notice.
17. You irrevocably authorize and instruct each of the Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited and Chiyu Banking Corporation Limited with which you may have account to debit and pay to us the credit balance thereof (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of your liability to us without prior notice upon our request.
18. You acknowledge that in the event of your default in repayment of any amount from time to time due to us, we are entitled to appoint debt collection agencies and/or institute legal proceedings at any time without prior notice against you to enforce repayment. You agree to indemnify us against all costs and expenses reasonably incurred in connection with the appointment of debt collection agencies provided that the total collection costs recoverable against you shall in normal circumstances not exceed 30% of the aggregate outstanding balance of your account, and against all legal costs and expenses reasonably incurred by us in enforcing payment via legal process.
19. We may (in our discretion) from time to time change any of the terms and conditions of the User Agreements and/or the Fees Schedule provided that we shall give you not less than 60 days' notice before any change of the terms and conditions affecting fees and charges and your liabilities or obligations takes effect, unless such changes are beyond our control. You may terminate the Card in accordance with the User Agreements if you do not accept our proposed change.
20. Where the Card is used through ATM, point of sale terminals or other devices, the use of any services through such shall be subject to the terms and conditions (including without limitation the "Conditions for Services" and "General Information") which may govern any other services provided through the Card.
21. We may at any time without notice and without giving any reason suspend, cancel or terminate the Card and/or the Virtual Card and/or any services thereby offered and/or disapprove any transaction proposed to be effected by the Card and/or the Virtual Card. Upon cancellation or termination, you must unconditionally and immediately cease using the Card and/or the Virtual Card for any purpose.
22. If there is any inconsistency or conflict between the English and the Chinese versions of these terms and conditions, the English version shall prevail. In the event of any inconsistency between the terms and conditions stated herein and the User Agreements, the User Agreements shall prevail.

## DATA POLICY NOTICE

1. This Notice sets out the data policies of Bank of China (Hong Kong) Limited, Nanyang Commercial Bank, Limited, Chiyu Banking Corporation Limited and BOC Credit Card (International) Limited (each a "Company") in respect of their respective data subjects (as hereinafter defined). The rights and obligations of each Company under this Notice are several and not joint. No Company shall be liable for any act or omission by another Company.
2. The term "data subject(s)", wherever mentioned in this Notice, includes the following categories of individuals :-
  - (a) applicants for or customers/users of banking/financial services and facilities provided by a Company and their referees;
  - (b) sureties and parties providing security, guarantee or any form of support for obligations owed to a Company;
  - (c) directors, shareholders, officers and managers of any corporate applicants and customers/users; and
  - (d) suppliers, contractors, service providers and other contractual counterparties of the Company.For the avoidance of doubt, "data subjects" shall not include any incorporated bodies. The contents of this Notice shall apply to all data subjects and form part of any contracts for services that the data subjects have or may enter into with the Company from time to time. If there is any inconsistency or discrepancy between this Notice and the relevant contract, this Notice shall prevail insofar as it relates to the protection of the data subjects' personal data. Nothing in this Notice shall limit the rights of the data subjects under the Personal Data (Privacy) Ordinance (the "Ordinance").
3. From time to time, it is necessary for the data subjects to supply the Company with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking or other services by the Company, or the provision of supplies or services to the Company.
4. Failure to supply such data may result in the Company being unable to open or continue accounts or establish or continue banking facilities or provide banking or other services.
5. Data relating to the data subjects are collected or received by the Company from time to time. Such data may include, but not limited to, data collected from data subjects in the ordinary course of the continuation of the relationship between the Company and data subjects, for example, when data subjects write cheques, deposit money, effect transactions through credit cards issued or serviced by the Company or generally communicate verbally or in writing with the Company.
6. The purposes for which the data relating to the data subjects may be used will vary depending on the nature of the data subjects' relationship with the Company, they may include the following :-

- (a) assessing the merits and suitability of the data subjects as actual or potential applicants for banking / financial services and facilities and/or processing their applications;
- (b) enabling the Company to ensure the daily operation of the services and credit facilities provided to the data subjects;
- (c) conducting credit checks whenever appropriate (including, without limitation, upon an application for consumer credit and upon periodic review of the credit) and carrying out matching procedures (as defined in the Ordinance);
- (d) creating and maintaining the Company's credit scoring models;
- (e) providing reference;
- (f) assisting other financial institutions to conduct credit checks and collect debts;
- (g) ensuring ongoing credit worthiness of data subjects;
- (h) researching and/or designing financial services or related products for data subjects' use;
- (i) marketing the following services and products (in respect of which the Company may or may not be remunerated):
  - (i) financial, insurance, credit card, banking, securities and investment and related services and products;
  - (ii) reward, loyalty or privileges programmes and related services and products; and
  - (iii) services and products offered by the Company's co-branding partners (the names of such co-branding partners will be provided in the application form(s) for, or during the application of, the relevant services and products, as the case may be); andthese services or products may be provided and/or marketed by:
  - (i) the Company and the parties set out in paragraphs (7)(a) and (7)(b);
  - (ii) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (iii) third party reward, loyalty or privileges programme providers; and (iv) co-branding partners of the Company and the parties set out in paragraphs (7)(a) and (7)(b);
- (j) determining amount of indebtedness owed to or by data subjects;
- (k) enforcing data subjects' obligations including without limitation the collection of amounts outstanding from data subjects;
- (l) meeting the requirements to make disclosure under the requirements of any law binding on the Company or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Company or any of its branches are expected to comply;

- (m) enabling an actual or proposed assignee of the Company, or participant or sub-participant of the Company's rights in respect of the data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - (n) comparing data of data subjects or other persons for credit checking, data verification or otherwise producing or verifying data, whether or not for the purpose of taking adverse action against the data subjects;
  - (o) maintaining a credit history or otherwise, a record of data subjects (whether or not there exists any relationship between data subjects and the Company) for present and future reference; and
  - (p) purposes incidental, associated or relating thereto.
7. Data held by the Company relating to data subjects will be kept confidential but the Company may provide and disclose (as defined in the Ordinance) such data to the following parties for the purposes set out in the previous paragraph:
    - (a) the Company's holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated;
    - (b) the other Companies and their respective holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated;
    - (c) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Company in connection with the operation of its business;
    - (d) any other person under a duty of confidentiality to the Company or who has undertaken to keep such data confidential;
    - (e) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
    - (f) any person making payment into a data subject's account;
    - (g) any person receiving payment from a data subject, the banker of such person and any intermediary(ies) which may handle or process such payment;
    - (h) credit reference agencies, and, in the event of default, to debt collection agencies;
    - (i) any financial institution and charge or credit card issuing companies with which the data subjects have or propose to have dealings;
    - (j) any person to whom the Company is under an obligation to make disclosure under the requirements of any law binding on the Company or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Company or any of its branches are expected to comply;
    - (k) any actual or proposed assignee of the Company or participant or sub-participant or transferee of the Company's rights in respect of data subjects;

- (l) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (m) third party reward, loyalty and privileges programme providers;
  - (n) co-branding partners of the Company and the parties set out in paragraphs (7)(a) and (7)(b) (the names of such co-branding partners will be provided in the application form(s) for, or during the application of, the relevant services and products, as the case may be); and
  - (o) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Company engages for the purposes set out in paragraph 6(i), notwithstanding that any of such parties' place of business is outside the places where the Company has operations, or that such data following disclosure will be collected, held, processed, used or further disclosed by such parties in whole or part outside the places where the Company has operations in accordance with the applicable local practices, laws, rules and regulations.
8. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right:
- (a) to check whether the Company holds data about him and has access to such data;
  - (b) to require the Company to correct any data relating to him which is inaccurate;
  - (c) to ascertain the Company's policies and practices in relation to data and to be informed of the kind of personal data held by the Company;
  - (d) in relation to consumer credit, to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
  - (e) in relation to consumer credit data which has been provided by the Company to a credit reference agency (except where the consumer credit applied for involves a residential mortgage loan), to instruct the Company upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within 5 years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. In the event the account has had a default of payment lasting in excess of 60 days, the data may be retained by the

credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of discharge of the individual's bankruptcy as notified to the credit reference agency whichever is earlier.

- 9. The Company has the right to charge a reasonable fee for the processing of any data access request.
- 10. The Company may have obtained credit report on the data subjects from credit reference agency(ies) in considering any application for credit. In the event that the data subjects wish to access the credit report, the Company will advise them the contact details of the relevant credit reference agency(ies).
- 11. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:
  - Bank of China (Hong Kong) Limited  
The Data Protection Officer  
Bank of China (Hong Kong) Limited  
Bank of China Tower  
1 Garden Road  
Hong Kong  
Facsimile: (852) 2899 2613
  - Nanyang Commercial Bank, Limited  
The Data Protection Officer  
Nanyang Commercial Bank, Ltd  
151 Des Voeux Road Central  
Hong Kong  
Facsimile: (852) 2815 3333
  - Chiyu Banking Corporation Limited  
The Data Protection Officer  
Chiyu Banking Corporation Limited  
78 Des Voeux Road Central  
Hong Kong  
Facsimile: (852) 2810 4207
  - BOC Credit Card (International) Limited  
The Data Protection Officer  
BOC Credit Card (International) Ltd  
Bank of China Tower  
1 Garden Road  
Hong Kong  
Facsimile: (852) 2541 5415
- 12. If there is any inconsistency between the English version and the Chinese version of this Notice, the Chinese version shall prevail in relation to any matters arising in the Mainland China exclusive of Hong Kong, the English version shall prevail in relation to any matters arising in Hong Kong and elsewhere.

According to the Personal Data (Privacy) Ordinance, if you choose not to receive promotional materials from BOC Credit Card (International) Limited, please fill in the form below (and tick the checkbox as appropriate) and return to "20/F BOC Credit Card Centre, 68 Connaught Road West, HK". No fee will be charged for this arrangement. Please call our BOC Credit Card Customer Services Hotline (852) 2214 3417 for any enquiries.

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Opt-out Processing Request Form for Customers of BOC Credit Card (International) Limited

To: BOC Credit Card (International) Limited  
20/F., BOC Credit Card Centre, 68 Connaught Road West, Hong Kong.

I **do not wish** to receive any promotional material from BOC Credit Card (International) Limited via the following channel(s)\*:

- Telephone Call
- Direct Mailing
- SMS
- Promotion Email
- All of above channels

Customer Name: \_\_\_\_\_

Contact No.: \_\_\_\_\_ Date : \_\_\_\_\_

Any BOC credit card / Personal Loan Account No. (Please fill in this mandatory field) : \_\_\_\_\_

[If BOC credit card / Personal Loan Account no. cannot be provided, please provide HKID / Passport No.]

\* If you do not indicate your choice by ticking any of the above check boxes, you are deemed to select "All of the above channels".