



**OTHER INSTRUCTIONS**

Please send statement to:  Residential Address  Company Address **ATM Screen Language:**  Chinese(1)  English (2)

The address selected above will be used as your correspondence address in the event your application is approved.

Card Collection: Credit Card collection letters will be sent to you. All cards will be delivered to the same collection location.

**BOC (HK)****BOC (HK) - Island**

Central District Branch 012349  
 Kennedy Town Branch 012560  
 409 Hennessy Road Branch 012611  
 Bank of China Tower Branch 012875  
 Central District (Wing On House) Branch 012916  
 Jardine's Bazaar Branch 012932  
 Heng Fa Chuen Branch 012930  
 Wan Tsui Road Branch 012594  
 Aberdeen Branch 012706  
 King's Road Branch 012737

**BOC (HK) - Kowloon**

North Point 012777  
 (Kiu Fai Mansion) Branch 012882  
 Kam Wa Street Branch 012882  
 Tai Koo Shing Branch 012888  
 Wong Tai Sin Branch 012567  
 Tai Yau Street Branch 012692  
 Choi Hung Branch 012758  
 Diamond Hill Branch 012813  
 Whampoa Garden Branch 012890  
 To Kwa Wan Branch 012918  
 194 Cheung Sha Wan Road Branch 012352

Sham Shui Po Branch 012552  
 Festival Walk Branch 012816  
 Kowloon Plaza Branch 012898  
 Castle Peak Road (Cheung Sha Wan) Branch 012923  
 Stage 2 Mei Foo Sun Chuen Branch 012929  
 Kwun Tong Plaza Branch 012601  
 177 Ngau Tau Kok Road Branch 012651  
 Kowloon Bay Branch 012866  
 Yau Tong Branch 012785  
 Lam Tin Branch 012815  
 Prince Edward Branch 012351

Humphrey's Avenue Branch 012394  
 Mong Kok Branch 012586  
 Yau Ma Tei Branch 012878  
 On Chee Road Branch 012571  
 Tai Po Branch 012591  
 74 Tai Wai Road Branch 012608  
 New Town Plaza Branch 012695  
 City One Sha Tin Branch 012565  
 Ma On Shan Plaza Branch 012805  
 Metro City Branch 012738  
 Hau Tak Estate Branch 012744

Tsuen Wan Branch 012355  
 Kwai Cheong Road Branch 012802  
 Metroplaza Branch 012742  
 Maritime Square Branch 012830  
 Kau Yuk Road Branch 012573  
 Luen Wo Market Branch 012616  
 Sheung Shui Centre Branch 012807  
 Tuen Mun Town Plaza Branch 012889

Nanyang Commercial Bank

Chiyu Bank Branch

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

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 "Important Terms and Conditions of BOC CUP Dual Currency Credit Card" (if I/We also apply for the BOC CUP Dual Currency Credit Card) and the terms and conditions relating to Monthly Credit Limit and Installment Programs respectively and agree to be bound by them (as appropriate).**

Signature of Main Card applicant (Please do not alter)

Signature of Additional Card applicant (Please do not alter)

IV

A.No.:

X Date :

X Date :

MP-1005-GEN-BR(31/12/2011)

CSET=MI4

**NOTICE:**

1. A BOC HKD Credit Card applicant must be aged 18 years or above; Additional Card applicant must be aged 16 years or above. A BOC CUP Credit Card applicant must be a Hong Kong resident aged 18 years or above; Additional Card applicant must be a Hong Kong resident aged 16 years or above.
2. Annual fee of BOC Platinum Master/VISA Card is HK\$800 for Main Card and HK\$600 for each Additional Card; BOC CUP Platinum Card is HK\$800 for Main Card and HK\$600 for each Additional Card.
3. Please submit the original application form and the supporting documents and send it to any branches of BOC(HK), Nanyang Commercial Bank or Chiyu Banking Corporation Ltd.
4. Documents submitted (including this application form) will not be returned.
5. Should the applicant be a current BOC Main 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 CUP Dual Currency credit cards.
6. Card Centre reserves the right to adjust the interest rate at any time.

**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.

**PLEASE ENCLOSE:**

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 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 permanent address proof);
- If Additional Card's residential address is different from the Main Card, please provide Additional Card applicant's residential proof (if permanent address is different from the current residential address, please provide additional permanent address proof);
- Bank statement/passbook showing your name, account number and the latest 2 months' salary or the latest months' 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.

Extra documentary proof may be required by BOCI to process your application.

Interest rate of 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.

## TERMS & CONDITIONS OF WELCOME OFFER

1. The promotion period runs from now until 31 December 2011. 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 BOC Credit 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 BOC Credit Card applicant, who selects "Battery Case for iPhone 4" or "OSIM uCozy" 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 HKD account 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 in the HKD account within the first two months of card issuance, can enjoy "HK\$100 Free Spending Credit"(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 HK\$900 Free Spending Credit)
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 January 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 January 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 HK\$100 Free Spending Credit will be sent to the main cardholder or credited to the main cardholder's 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 and a handling fee of maximum HK\$300 against the cardholder's account without prior notice. The cost of "Battery Case for iPhone 4" is HK\$398; "OSIM uCozy" is HK\$880.
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.

## TERMS AND CONDITIONS FOR THE INSTALLMENT 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. 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.

#### 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 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.

### IMPORTANT TERMS AND 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.

#### **IMPORTANT TERMS AND CONDITIONS OF BOC CUP CREDIT CARD**

The important terms and conditions of the BOC Credit Card (International) Limited Dual Currency Card User Agreement ("User Agreement") are summarized below for your reference and you should read the User Agreement (available at our principal place of business or on our website at [www.boci.com.hk](http://www.boci.com.hk)) which shall be binding on you. Unless otherwise specified, capitalized terms listed in this document shall have the same meaning as those defined in the User Agreement.

1. Approval of this dual currency card application and the issue of the dual currency card ("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 therefore. When a Card is issued, we will set up and maintain the Account in respect of the Card to which the Charges will be debited and/or credited.
2. Immediately upon receipt of the Card, you have the responsibility to sign the Card on the space provided, and if so required by us activate the Card according to our instructions. Your signature on the Card, or use or activation of the Card shall constitute conclusive evidence of your agreement to be bound by the terms and conditions of the User Agreement.
3. Use of the Card is restricted exclusively for bona fide purchase of goods and/or services and/or cash advances only and you shall not use the Card for any other purpose, in particular for any illegal purpose including without limitation payment for any illegal transaction. You shall also observe all laws and regulations from time to time in operation in Mainland China in relation to any transaction conducted with the Card in Mainland China.
4. You shall not transfer the Card to any person or allow any person to use the Card or pledge the Card as security for whatever purpose.

5. The Card is denominated in both HKD and CNY and is valid for your use in Mainland China, Hong Kong and such other places from time to time designated by us in merchant establishments or financial institutions which are using and connected to CUP's POS system and/or cash advances effected at the ATM or bank counter.
6. Currencies settled in respect of all Charges incurred in all card transactions effected by the use of the Card in HKD will be posted to the HKD Account. [Currencies settled in respect of all] Charges incurred in all card transactions effected by the use of the Card in currencies other than HKD or CNY shall be posted into the HKD Account after conversion into HKD at the prevailing rate of exchange determined by reference to the rate of exchange adopted by CUP on the date of conversion plus a handling fee (if applicable) charged by us as set out in the Fees Schedule.
7. Subject to Clause 8, Charges incurred in all card transactions effected by the use of the Card in CNY will be posted to the CNY Account.
8. Charges incurred in certain card transactions effected by the use of the Card in CNY may be posted to the HKD Account due to the settlement arrangement if the card transactions are processed by the merchant establishments or financial institutions in HKD, including but not limited to Charges incurred through cash advances in CNY effected at the JETCO ATM.
9. All applicable fees, charges and interest payable in respect of the issue and use of the Card are set out in the Fees Schedule referred to in the User Agreement. 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).
10. You shall strictly observe the credit limit, the cash advance limit and the daily cash advance limit imposed by us from time to time and shall not use the Card in excess of such limits. Breach of the foregoing shall not in any way reduce or discharge your liability for payment of any sums arising as a result of such breach. You shall forthwith upon demand pay to us any amount in excess of such limits.
11. You will receive from us a statement of account ("Statement") (for both HKD Account and CNY Account) 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 carefully and notify us in writing of any error or unauthorized transaction 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.
12. You should settle outstanding balance in HKD Account and CNY Account separately. All payment made to us pursuant to the User Agreement to settle the HKD Account shall be made in HKD subject to our discretion to accept payment in other currencies. If any payment is made in currencies other than HKD, such payment shall be credited into the HKD Account after conversion into HKD at a rate of exchange determined by us in which case we shall be entitled to charge a conversion fee as set out in the Fees Schedule. Any excess payment in settlement of HKD Account shall not be used to settle outstanding payments in CNY Account.
13. All payment made to us pursuant to the User Agreement to settle the CNY Account shall be made in CNY or HKD subject to our discretion to accept payment in other currencies. If any payment is made in currencies other than CNY, such payment shall be credited into the CNY Account after conversion into CNY at a rate of exchange determined by us in which case we shall be entitled to charge a conversion fee as set out in the Fees Schedule. Any excess payment in settlement of CNY Account shall not be used to settle outstanding payments in HKD Account.
14. 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.
15. 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.
16. You acknowledge that the Card is our property. You agree to take all necessary measures to keep the Card safely under your personal control and the personal identification number ("PIN") secret and use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by us to prevent fraud.
17. 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 and/or PIN and/or suspected unauthorized use of the Card or any counterfeit card.
18. Notwithstanding anything contained in the User Agreement regarding credit period granted to you by us, you shall repay all sums due to us immediately upon our demand.
19. Provided that you have acted in good faith and with due care (including taking all necessary precautions to safeguard the Card and to report loss, theft and/or unauthorized or suspected unauthorized use of the Card as soon as practicable) in handling the Card, your liability for loss, theft and/or unauthorized use of the Card (other than cash advances effected by the use of the PIN) shall not exceed the maximum amount as notified by the Company to the Cardholders from time to time (subject to applicable laws and regulations).
20. 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/PIN 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/PIN or if you fail to report such loss, theft and/or unauthorized use of the Card/PIN to us as soon as reasonably practicable (in which case you shall be liable for all such loss and damage before we receive your report of such loss theft and/or unauthorized use of the Card/PIN) or if the unauthorized use of the 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. We may (in our discretion) from time to time (i) change any of the terms and conditions of the User Agreements and/or the Fees Schedule; (ii) change any amounts percentage, penalty rates or other fees and charges contained in the Fee Schedule; and (iii) impose any new fees and charges in respect of any current or new services, and you shall be bound by the above if you continue to use the Card after the relevant effective date provided that if any of the above will affect fees and charges or otherwise your liabilities or obligations and is not necessitated by any circumstances beyond our control, we shall give you not less than 60 days' notice. You may terminate the Card in accordance with the User Agreement if you do not accept our proposed change.
26. 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.
27. You may at any time terminate the Card by giving not less than 14 days' prior written notice to us provided that you shall remain liable for the outstanding balance of the Account together with all transactions effected through the use of the Card and any fees and charges which have not yet been posted to the Account notwithstanding such termination until all sums due under the Account (whether or not posted to the Account) are paid in full.

28. We may at any time without notice and without giving any reason suspend, cancel or terminate the Card and/or any services thereby offered and/or disapprove any transaction proposed to be effected by the Card. Upon cancellation or termination, you must unconditionally and immediately cease using of the Card for any purpose.
29. 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 Agreement, the User Agreement 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:
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| <u>Bank of China (Hong Kong) Limited</u> | <u>Nanyang Commercial Bank, Limited</u>        |
| The Data Protection Officer              | The Data Protection Officer                    |
| Bank of China (Hong Kong) Limited        | Nanyang Commercial Bank, Ltd.                  |
| Bank of China Tower                      | 151 Des Voeux Road Central                     |
| 1 Garden Road, Hong Kong                 | Hong Kong                                      |
| Facsimile: (852) 2899 2613               | Facsimile: (852) 2815 3333                     |
| <u>Chiyu Banking Corporation Limited</u> | <u>BOC Credit Card (International) Limited</u> |
| The Data Protection Officer              | The Data Protection Officer                    |
| Chiyu Banking Corporation Limited        | BOC Credit Card (International) Ltd            |
| 78 Des Voeux Road Central                | Bank of China Tower                            |
| Hong Kong                                | 1 Garden Road, Hong Kong                       |
| Facsimile: (852) 2810 4207               | 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.