

**BOC Credit Card (International) Limited  
Dual Currency Commercial Card User Circular**

1. To safeguard the Card/ PIN:
- (i) The Cardholder shall destroy the original printed copy of the PIN immediately after memorizing the PIN and shall keep it in secrecy. Do not write down the PIN on the Card or anything usually kept with or near it. Do not write down or record the PIN without disguising it. Do not change the PIN to an easily deductible 6-digit number, like identity card number, telephone number and others. Do not disclose the PIN to any person.
- (ii) The Card and the PIN shall only and exclusively be used by the Cardholder and are not transferable. Immediately upon receipt of a new card, the Cardholder shall sign the card on the space provided and if so required by the Company activate the card by acknowledging receipt of it or by other means according to the instructions of the Company. Do not scratch the card or place it anywhere near magnetic field which may impair the effectiveness of the magnetic stripe and/or chip.
- (iii) The Cardholder shall use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by the Company.
2. The Cardholder shall be entitled to request the Company not to issue a PIN.
3. The Card is denominated in both HKD and CNY and are valid only for use by the Cardholder in Mainland China, Hong Kong and such other places from time to time designated by the Company for bona fide purchases of goods and/or services from merchant establishments which are connected to CUP's point of sales system and/or cash advances effected at the ATM or bank counter and such other credit card facilities or services as the Company may from time to time provide. Where the application for the Card is approved by the Company, the Company will set up and maintain a Master Account for the Applicant, and will set up a Sub-account when a Card is issued to that Cardholder, to which the Accounts' Charges will be debited and/or credited.
4. The Cardholder shall observe the credit limit and cash advance limit and daily cash advance limit of the credit facilities imposed by the Company from time to time when using the Card for payments and cash advances. If the Outstanding Balance exceeds the credit limit of the Card, an overlimit handling fee at the rate as set out in the Fees Schedule will be debited to the Cardholder's account(s). Cash advance effected by the Cardholder at the bank counters of Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited and Chiyu Banking Corporation Limited (the "Banks") in Hong Kong or through the ATM is further subject to the daily limit imposed by the Company. The maximum limits of daily cash advance are as follows:
- (i) When the cash advance is effected at the bank counters at the Banks in Hong Kong:-
- |  |                      |   |
|--|----------------------|---|
|  | <u>in CNY or HKD</u> | <u>up to available cash limit</u>                 |
| (ii) <u>When the cash advance is effected through ATM, the aggregate of daily cash advance should not exceed:-</u> | <u>in CNY</u>        | <u>amount of CNY equivalent to HK\$20,000; or</u> |
|  | <u>in HKD</u>        | <u>HK\$20,000</u>                                 |
5. Subject to the provisions of the Agreement, the Cardholder shall be entitled to effect cash advance or the transactions through ATM, point of sale terminals or other devices (collectively "Electronic Devices"). The use of any service through the Electronic Devices is subject to the Agreement in addition to any other terms and conditions (including

without limitation the "Retail Banking Services General Information" and the "Conditions for Services") which may govern any other services provided through the Card.

6. In the event of loss or theft of the Card/PIN, the Cardholders and the Applicant shall report such loss or theft to the Company immediately upon discovery of the same through the 24-hour hotline number (852) 2544-2222 and to the police, which report shall then be confirmed in writing within 24 hours or such other period as the Company may prescribe from time to time, the receipt thereof to be acknowledged by the Company, and/or to complete such other procedures as may be prescribed by the Company from time to time.
7. The Statement shall show, inter alia, the balance in the Account (both the HKD Account and CNY Account) as at the end of the statement period specified therein, the Minimum Payment (if applicable) and the Due Date. The Cardholder and the Applicant shall report to the Company any unauthorized and erroneous transactions appearing on the Statement within 60 days from the date of the Statement, failing which, the Company shall be entitled to treat the transactions stated in the Statement as true and correct in all respects.
8. The Company shall use reasonable endeavours, except in circumstances which are beyond its control, to complete the investigation within 90 days upon receipt of notice of an unauthorized transaction from the Cardholder and/or the Applicant.
9. Subject to Clause 6 and all applicable laws and regulations and provided that the Cardholder and the Applicant have acted in good faith and with due care (including without limitation taking the precautions under Clause 1 and reporting loss, theft and/or unauthorized use of the Card in accordance with Clause 6):
- (i) the Cardholder shall not be liable for any unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card;
- (ii) the liability of the Cardholder and the Applicant for any unauthorized transactions (other than cash advances effected by the use of the Card/PIN) made before the Cardholder or the Applicant has duly notified the Company of the loss, theft or unauthorized use of the Card shall not exceed the maximum from time to time prescribed by the applicable law or regulatory directive; and
- (iii) the Cardholder and the Applicant shall be liable for all unauthorized cash advances effected by the use of the Card/PIN before the Cardholder or the Applicant has duly notified the Company of the loss, theft and/or unauthorized use of the Card/PIN.
10. The Applicant shall (jointly and severally with each Cardholder) be liable to the Company for any and all transactions effected and/or liabilities incurred by that Cardholder and/or through use of the Card whereas a Cardholder shall be liable only for the transactions effected and/or the liabilities incurred by him/her through the use of his/her Card.
11. The Cardholder and the Applicant shall not be liable for any loss incurred:
- (i) in the event of misuse when the Card has not been received by the Cardholder and the Applicant;
- (ii) for any unauthorized transactions made after the Cardholder and/or the Applicant have duly notified the Company of the loss, theft and/or unauthorized use of the Card;

- (iii) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and
- (iv) when transactions are made through the use of counterfeit cards.

12. The Cardholder and the Applicant shall jointly and severally be liable for all losses if he/she has acted fraudulently or with gross negligence or fails to observe the provisions of Clause 1 above or such other requirements as may be stipulated by the Company from time to time in safeguarding the Card and the PIN or if the unauthorized use of the Card involves the use of his/her PIN with or without his/her knowledge or if the Cardholder and the Applicant fails to report such loss, theft and/or unauthorized use of the Card/PIN to the Company as soon as reasonably practicable (in which case the Cardholder and the Applicant shall jointly and severally be liable for all such loss and damage before the Company receives report from the Cardholder or the Applicant of such loss theft and/or unauthorized use of the Card/PIN). The Cardholder and the Applicant shall also jointly and severally indemnify the Company in full in respect of any expense and losses suffered or incurred by the Company in relation thereto.

13. Where the Cardholder or the Applicant reports any unauthorized transaction to the Company before the Due Date and duly completes the customers' complaints form, the Cardholder and the Applicant shall be entitled to withhold payment of the disputed amount during the investigation period. Should the investigation results show that the report made by the Cardholder or the Applicant is unfounded, or the Cardholder or the Applicant is in breach of the terms and conditions of the Agreement or other agreements governing the use of the Card, then the Company shall be entitled to impose any fees, charges and/or interest at the rates as set out in the Fees Schedule on the amounts of the relevant transactions from the date of the relevant transactions (including the investigation period) until payment of those amounts and all related fees, charges and/or interest.

14. The basis for determining the interest, late charge, handling fee of cash advance, cash before card, balance transfer, application of exchange rates are as follows:

- (i) Interest:
- (1) No interest will be payable if the Outstanding Balance is paid in full on or before the Due Date.
- (2) If no payment or payment of less than the Outstanding Balance is made on or before the Due Date, interest will be charged on a daily basis at the then prevailing interest rate (that is to say, an interest-free period of 26 days from the date of the Statement will not be available). Interest will be charged on (a) the unpaid balance from the date of the Statement until payment is made in full thereof and (b) 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 the Cardholder's account and shown in the Statement) from the date of that new transaction until payment is made in full thereof (A minimum charge of HK\$5 for HKD Account or CNY5 for CNY Account is imposed). Such charge will be recorded in the next Statement.
- (3) If you have not made any payment or you have made a payment of less than the Minimum Payment on or before the relevant Due Date on two or more occasions in respect of 12 consecutive Statements

("Triggering Event"), we will charge overdue interest rate ("Overdue Interest Rate") at an additional rate of 4% over the basic interest rate applicable to the outstanding balance in your credit card account (bringing the annualized percentage rate (APR) to a maximum of: 35.97% (for retail spending) and 37.88% (for cash advance)). If a Triggering Event occurs, we will charge the Overdue Interest Rate during the period from the day following the Statement Date of the Statement first issued after the occurrence of the Triggering Event until the Statement Date of the Statement first issued after cessation of the Triggering Event. All preferential interest rate applicable to the Account will be suspended until such time as the Overdue Interest Rate ceases to apply.

- (ii) Late charge: If no payment or payment of less than the Minimum Payment (if applicable) is made on or before the relevant Due Date, a late charge of 5% of the Minimum Payment will be payable in addition to any interest payable under (i) above (the minimum charge is HK\$180 for HKD Account or CNY180 for CNY Account and the maximum charge is HK\$250 for HKD Account or CNY250 for CNY Account). In the case where Minimum Payment is not specified by the Company, if no payment or payment of less than the Outstanding Balance is made on or before the Due Date, no late charge will be payable on top of the interest (if any) payable under (i) above.

- (iii) The method of applying exchange rates to transactions in currencies other than HKD and CNY: all transactions effected in currencies other than HKD and CNY shall be:
- (1) converted into HKD at an exchange rate determined on the date when the transactions are processed; or
- (2) simultaneously converted into HKD at an exchange rate determined at the time of transaction.
- (iv) Handling Fees for Cash Advances Cash Before Card, Balance Transfer and payment or fund transfer through "JET Payment" (apart from interest payable in accordance with (i) above):

- (a) HKD Account:
- (1) For each cash advance made in Hong Kong through the Banks' ATM or JETCO ATM, a handling fee at the rate of 3.5% of the related amount (or 4% of the related amount if the cash advance is made through CUP ATM) plus an extra handling fee of HK\$20 will be charged on each cash advance (subject to a minimum of HK\$80).

- (2) For each cash advance made in Macau through JETCO ATM, a handling fee at the rate of 3.5% of the related amount (or 4% of the related amount if the cash advance is made through CUP ATM) plus an extra handling fee of HK\$20 will be charged on each cash advance (subject to a minimum of HK\$80).

- (3) For each cash advance made outside Hong Kong and Macau and Mainland China, a handling fee at the rate of 4% of the related amount plus an extra handling fee of HK\$20 will be charged on each cash advance (subject to a minimum of HK\$80).

- (4) For each gift cheque purchased through ATM, a handling fee at the rate of 3.5% of the transaction amount plus an extra handling fee of HK\$25 will be charged (subject to a minimum of HK\$80).

- (5) For subscription of initial public offering of

securities or Card payment through "JET Payment", a handling fee per transaction at the rate of 3.5% of the transaction amount plus an extra handling fee of HK\$20 will be charged (subject to a minimum of HK\$80).

- (6) For donation to the Community Chest of Hong Kong, payment for government fees, public utilities, telecom payment, or insurance through "JET Payment", a handling fee per transaction at the rate of 1% of the transfer amount will be charged.
- (7) For each balance transfer, a handling fee at the rate of 1% of the transaction amount will be charged.

- (8) For each cash before card service, a handling fee per transaction at the rate of 3% of the transaction amount plus an extra handling fee of HK\$20 will be charged.

- (b) CNY Account:

- (1) Cash before Card, balance transfer and payment or fund transfer through "JET Payment" are not applicable.

- (2) For each cash advance made in Hong Kong, a handling fee at the rate of 3.5% of the related amount plus an extra handling fee of CNY20 will be charged on each cash advance (subject to a minimum of CNY80).

- (3) For each cash advance made in Mainland China, a handling fee at the rate of 4% of the related amount plus an extra handling fee of CNY25 will be charged on each cash advance (subject to a minimum of CNY80).

15. The Cardholders and/or the Applicant should settle Outstanding Balance:

- (i) in HKD Account and CNY Account separately;
- (ii) to the HKD Account in HKD. The Company may (at its sole discretion) accept payment in currencies other than HKD. If 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 the Company in which case the Company shall be entitled to charge a conversion fee as set out in the Fees Schedule.

- (iii) to the CNY Account in CNY. The Company may (at its sole discretion) accept payment in currencies other than CNY. If 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 the Company in which case the Company 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. For CNY Card Account payments, any excess payment in settlement of CNY Account shall not be used to settle outstanding payments in HKD Account.

16. Merchant refund amount is not counted as a payment of the current statement balance, the refunded amount shall be credited only to the outstanding balance of the next statement.

17. Details of the applicable charges are listed on the Dual Currency Card Fees Schedule.

18. If, after settlement of all outstanding charges and claims by the Company against the Cardholder or the Applicant (as the case may be) there exists any credit balance in the Account ("Credit Balance"), the Company may at any time

on its own decision or shall within reasonable time either after receipt of the request of the Cardholder or the Applicant (as the case may be) or upon termination of the Card refund the Credit Balance to the Cardholder or the Applicant. The Company shall refund the Credit Balance in HKD Account to the Cardholder or the Applicant in HKD. For Credit Balance in CNY Account, the Company has sole discretion to refund to the Cardholder or the Applicant either in HKD (converted from CNY at a rate of exchange determined by the Company) or CNY and in such manner and at such locations in Hong Kong as the Company may determine. The Company is entitled to charge a handling fee as set out in the Fees Schedule for each refund.

19. Where a Cardholder or the Applicant refuses to accept the amendments to the terms and conditions stipulated by the Company and chooses to terminate the Card service, the Company may (in its discretion) refund the paid annual fee on a monthly pro-rata basis to the Cardholder or the Applicant if the fees can be separately distinguished and the amount involved is not minimal. If transactions are made in the month subsequent to the Company's receipt of the notice of refusal to accept the relevant amendments from the Cardholder or the Applicant, then the annual fee attributable to that month will not be refunded to the Cardholder or the Applicant.
20. The Cardholder or the Applicant may terminate the Card at any time by giving at least 14 days' prior written notice to the Company.

21. The Company's rights of set-off:
- (i) the Applicant irrevocably authorizes the Company at any time and from time to time to combine and set off the Master Account and other account(s) of the Applicant with the Company without prior notice; and
- (ii) the Cardholder irrevocably authorizes the Company at any time and from time to time to combine and set off the Sub-account and other account(s) of the Cardholder with the Company without prior notice.

22. Debit Authorization  
Each of the Applicant and the Cardholder irrevocably authorizes and instructs each of the Banks with which it/he/ she may have account(s) to debit and pay to the Company the credit balance of such account(s) or any part thereof (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of its/his/her respective liability to the Company without prior notice to the Applicant and the Cardholder upon request of the Company.

23. In the event that the Company engages any debt collection agencies to collect the entire or part of the amount due from the Applicant or the Cardholder, each of the Applicant and the Cardholder shall jointly and severally be liable to pay all reasonable costs and expense of the debt collection agencies. In normal circumstances, the total collection costs should not exceed 30% of the aggregate outstanding amount due to the Company by such responsible Cardholder.

24. In the event that the Company appoints lawyers to collect the entire or part of the amount due from the Applicant or any Cardholder, each of the Applicant and such Cardholder shall jointly and severally be liable for all reasonable costs and expenses arising therefrom.

25. Complaint procedures against merchants:  
In the event that any Cardholder is being unfairly treated by the merchants when using the Card, such Cardholder should record the details of the relevant merchant and the incident and inform the Company by telephone or in writing. The Cardholder should provide the Company with the Card

number and contact telephone number of such Cardholder to enable the Company to maintain record to contact the Cardholder and follow up with respect to such complaints.

26. Complaint procedures against the Company:  
In the event that any Cardholder or the Applicant wishes to express any opinion on the operating procedures or any staff of the Company, such Cardholder or Applicant should record the details of the relevant information and inform the Company by telephone or in writing. Such Cardholder or the Applicant should provide the Company with the Card number and contact telephone number of such Cardholder or Applicant to enable the Company to maintain record to contact such Cardholder or the Applicant and follow up with respect to such complaints.
27. The terms and conditions governing the use of the Card and the relevant schedule of the charges payable in connection with the use of the Card and this Circular may be revised by the Company at any time and from time to time. Copies of the current version of these documents are available at the principal place of business of the Company or on the Company's website at [www.boci.com.hk](http://www.boci.com.hk).
28. This Circular is written in both English and Chinese. In the case of conflict or deviation in interpretation, the English version shall prevail. In the event of any inconsistency between the terms and conditions stated herein and the Agreement, that Agreement shall prevail.
29. In this Circular :
- "Account"** means either the HKD Account or the CNY Account opened by and maintained with the Company to which the Charges shall be debited and includes Master Account and Sub-account as the context requires;
- "Agreement"** means the BOC Credit Card (International) Limited Dual Currency Commercial card user agreement from time to time in force;
- "Applicant"** means, unless otherwise stated, an individual, a sole proprietorship, a partnership, a corporation or other form(s) of entity (whether incorporated or not) at whose request one or more of the Cards are issued by the Company to the Cardholder(s) nominated by such entity;
- "ATM"** means any automatic teller machine in operation in the Network and such other networks as from time to time announced by the Company;
- "Card"** means any dual currency commercial card issued by the Company to a Cardholder nominated by the Applicant and at the joint request of the Applicant and such Cardholder, and includes any renewal or replacement Card;
- "Cardholder"** means any person to whom and in whose name a Card is issued by the Company;
- "Company"** means BOC Credit Card (International) Limited;
- "Charges"** means the aggregate value or amount of all purchase of goods and/or services and/or cash advances effected by the use of the Card and all relevant fees, charges, interest, costs and expenses in connection therewith;
- "CNY"** means Renminbi yuan, the lawful currency of the People's Republic of China;
- "CNY Account"** means any CNY account opened by and maintained with the Company for the purpose of recording debits and credits in CNY in respect of usage of the Card under this Agreement;
- "CUP"** means China UnionPay Company Limited, a joint stock limited liability company incorporated in the People's Republic of China with headquarters in Shanghai, the People's Republic of China;
- "Due Date"** means the date on which the Outstanding Balance is due and payable by the Cardholder to the

Company as specified in the Statement;

**"Fees Schedule"** means the schedule setting out the annual fees, cash advance handling fee, late charge, interest and other fees and charges from time to time in force and applicable to the Card;

**"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China;

**"HKD"** means Hong Kong dollars, the lawful currency of Hong Kong;

**"HKD Account"** means any HKD account opened by and maintained with the Company for the purpose of recording debits and credits in HKD in respect of usage of the Card under this Agreement;

**"JETCO"** means Joint Electronic Teller Services Limited, a company incorporated under the laws of Hong Kong;

**"JET Payment"** means the method of payment of utility bills, credit card bills and making charity donations offered by JETCO through JETCO ATM;

**"Macau"** means the Macau Special Administrative Region of the People's Republic of China;

**"Mainland China"** means any part of the People's Republic of China but excluding Hong Kong, Macau and Taiwan;

**"Master Account"** means either the HKD Account or the CNY Account opened by and maintained with the Company under the name of the Applicant to which all Charges arising out of or in connection with the use of all Cards issued by the Company on the application of the Applicant shall be debited;

**"Minimum Payment"** means such minimum payment required to be made by the Cardholder in respect of the Outstanding Balance on or before the Due Date;

**"Network"** means the network of ATMs bearing the logo from time to time adopted by CUP and such other network of ATM from time to time designated by the Company;

**"Outstanding Balance"** means the total amount of the outstanding balance due from the Applicant and/or the Cardholder to the Company in respect of all the transactions effected through the Account as at the last day of the statement period specified in the Statement;

**"PIN"** means in relation to a Card, the personal identification number of the Cardholder required to gain access to services provided by the Company from time to time through the Card;

**"Statement"** means a monthly or other periodic statement of account sent to the Applicant or the Cardholder (as the case may be) by the Company; and

**"Sub-account"** means either the subsidiary HKD account or the subsidiary CNY account to the Master Account opened by and maintained with the Company for each Cardholder to which the Charges arising out of or in connection with the use of such Cardholder's Card shall be debited.