

BOC Credit Card (International) Limited
Global Currency Commercial Card User Circular

6. In the event of loss or theft the Cardholders and the Applicant shall report the same to the Company immediately and to the police, which report in writing within 24 hours of the loss. The Company may prescribe from time to time to be acknowledged and complete such other procedures as the Company from time to time may prescribe.

7. The Statement shall show, in respect of the Account (both the HKD Account and the CNY Account) at the end of the statement period, the Minimum Payment (if applicable) and the amount of the Cardholder and the Applicant which are any unauthorized and erroneous transactions on the Statement within 60 days of the Statement, failing which, the Company shall treat the transactions stated in the Statement as correct in all respects.

8. The Company shall use reasonable efforts to investigate circumstances which are beyond the control of the Company in the investigation within 90 days of the date of the unauthorized transaction from the date of the Statement.

9. Subject to Clause 6 and all applicable laws and provided that the Cardholder has not acted in good faith and with intent to defraud the Company, the Company shall not be liable for any limitation taking the precautions taken by the Cardholder in reporting loss, theft and/or unauthorized transaction in accordance with Clause 6:

- the Cardholder shall not be liable for any unauthorized transactions made after the date of the loss, the date of the loss, the date of the Card;
- the liability of the Cardholder for any unauthorized transactions shall be limited to the amount effected by the use of the Card by the Cardholder or the Applicant;
- the Card shall not exceed the amount prescribed by the applicable laws and regulations;
- the Cardholder and the Applicant shall not be liable for all unauthorized cash advances made through the use of the Card/PIN before the date on which the Cardholder has duly notified the Company of the unauthorized use of the Card.

10. The Applicant shall (jointly and severally with the Cardholder) be liable to the Company for all transactions effected and/or received by the Cardholder and/or through the use of the Card. The Cardholder shall be liable only for the amount of the transactions and/or the liabilities incurred by him/her Card.

11. The Cardholder and the Applicant shall be liable for all losses incurred:

- in the event of misuse where the Cardholder has received the Card;
- for any unauthorized transaction effected by the Cardholder and/or the Applicant;

12. The Company shall not be liable for any loss or damage suffered by the Cardholder due to the provisions of the Agreement, the Cardholder shall be entitled to effect cash advance or other 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 and to any other terms and conditions (including the terms and conditions of the Agreement).

(iii) when faults have occurred in the terminals, or systems used, which cause the Cardholder to suffer damage, unless the fault was obvious or advised message or notice on display; and

es against the Company;

ny Cardholder or the Applicant wishes
ion on the operating procedures or any
y, such Cardholder or Applicant should
the relevant information and inform the
one or in writing. Such Cardholder or
ld provide the Company with the Card
t telephone number of such Cardholder
ble the Company to maintain record to
older or the Applicant and follow up with
plaints.

ditions governing the use of the Card and
rule of the charges payable in connection
Card and this Circular may be revised
any time and from time to time. Copies
on of these documents are available at
of business of the Company or on the
at www.boci.com.hk.

ten in both English and Chinese. In the
deviation in interpretation, the English
ail. In the event of any inconsistency
s and conditions stated herein and the
reement shall prevail.

either the HKD Account or the CNY
y and maintained with the Company to
s shall be debited and includes Master
ccount as the context requires;

ns the BOC Credit Card (International)
ency Commercial card user agreement
force;

s, unless otherwise stated, an individual,
ship, a partnership, a corporation or
entity (whether incorporated or not) at
or more of the Cards are issued by the
ardholder(s) nominated by such entity;

automatic teller machine in operation in
uch other networks as from time to time
Company;

dual currency commercial card issued
a Cardholder nominated by the Applicant
est of the Applicant and such Cardholder,
newal or replacement Card;

ns any person to whom and in whose
ed by the Company;

BOC Credit Card (International) Limited;
the aggregate value or amount of all
and/or services and/or cash advances
use of the Card and all relevant fees,
, costs and expenses in connection
minbi yuan, the lawful currency of the
f China;

means any CNY account opened by and
e Company for the purpose of recording
n CNY in respect of usage of the Card
ent;

na UnionPay Company Limited, a joint
y company incorporated in the People's
n with headquarters in Shanghai, the
f China;

is the date on which the Outstanding
nd payable by the Cardholder to the
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.

Company as specified in the Statement;
“Fees Schedule” means the schedule setting forth the annual fees, cash advance handling fee, late charge, and other fees and charges from time to time in effect.

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