

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

- To safeguard the Card/personal identification number (PIN):
 - 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 deducible 6-digit number, like identity card number, telephone number and others. Do not disclose the PIN to any person.
 - 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.
 - The Cardholder shall use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by the Company.
- The Cardholder shall be entitled to request the Company not to issue a PIN.
- 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 POS 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. When a Card is issued, the Company will set up and maintain both a HKD Account and a CNY Account in respect of the Card to which the Charges will be debited and/or credited.
- 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:-
 - When the cash advance is effected at the bank counters at the Banks in Hong Kong:-
 - in CNY or HKD up to available cash limit
 - When the cash advance is effected through ATM, the aggregate of daily cash advance should not exceed:-
 - in CNY amount of CNY equivalent to HK\$20,000; or
 - in HKD HK\$20,000
- 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 "Conditions for Services" and "General Information") which may govern any other services provided through the Card.
- In the event of loss or theft of the Card/ PIN, the Cardholders 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.
- 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 and the Due Date. The Cardholder 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.
- 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.
- Where Additional Card(s) is/are issued, a Main Cardholder shall (jointly and severally with the Additional Cardholders) be liable to the Company for any and all transactions effected and/or liabilities incurred by the Additional Cardholders and/or through use of the Additional Cards whereas an Additional Cardholder shall be liable only for the transactions effected and/or the liabilities incurred by such Additional Cardholder through the use of his/her Additional Card.
- The Cardholder shall not be liable for any loss incurred:
 - in the event of misuse when the Card has not been received by the Cardholder;
 - when transactions are made through the use of a counterfeit Card;
 - when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer direct pecuniary loss unless the fault was obvious or advised by a message or notice on display.
- Subject to applicable laws and regulations and provided that the Cardholder has acted in good faith and with due care (including taking the precautions under paragraph 1 above and reporting loss, theft and/or unauthorized use of the Card in accordance with paragraph 6 above) and unless due to the fraud, gross negligence or wilful default of the Company:
 - The Cardholder shall not be liable for any unauthorized transactions made after he/she has duly notified the Company of the loss, theft and/or unauthorized use of the Card;
 - the liability of the Cardholder for any unauthorized transactions made before he/she has duly notified the Company of the loss, theft or unauthorized use of the Card (other than cash advances effected by the use of the Card/PIN) shall not exceed the maximum amount as notified by the Company to the Cardholders from time to time; and
 - the Cardholder shall be liable for all unauthorized cash advances effected with the use of the Card/PIN before the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card/PIN.
- The Cardholder shall be liable for all losses if he/she has acted fraudulently or with gross negligence or fails to observe the provisions of paragraph 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 the his/her PIN with or without his/her knowledge or if the Cardholder 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 shall be liable for all such loss and damage before the Company receives Cardholder's report of such loss theft and/or unauthorized use of the Card/PIN). The Cardholder shall also indemnify the Company in full in respect of any expense and losses suffered or incurred by the Company in relation thereto.
- Where the Cardholder reports any unauthorized transactions to the Company before the Due Date and duly completes the customers' complaints form, the Cardholder 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 is unfounded or the Cardholder 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.
- 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:
 - Interest: No interest will be payable if the Outstanding Balance is paid in full on or before the Due Date. 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 (1) the unpaid balance from the date of the Statement until payment is made in full thereof and (2) 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. 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 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.
 - Late Charge: If no payment or payment of less than the Minimum Payment is made on or before the Due Date, a late charge of 5% of the Minimum Payment will be payable in addition to any interest payable under (i) above (subject to a minimum of HK\$180 for HKD Account or CNY 180 for CNY Account and a maximum of HK\$250 for HKD Account or CNY250 for CNY Account).
 - 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:
 - converted into HKD at an exchange rate determined on the date when the transactions are processed; or
 - simultaneously converted into HKD at an exchange rate determined at the time of transaction.
 - 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):
 - HKD Account:
 - 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).
 - 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).
 - 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).
 - 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).
 - 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).
 - 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.
 - CNY Account:
 - Cash Before Card, Balance Transfer and payment or fund transfer through "JET Payment" are not applicable.
 - 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).
 - 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).
- Cardholders should settle Outstanding Balance in HKD Account and CNY Account separately.
- Cardholders should settle Outstanding Balance 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.
- Cardholders should settle Outstanding Balance to the CNY Account in CNY or HKD. The Company may (at its sole discretion) accept payment in currencies other than CNY or HKD. If payment is made in currencies other than CNY or HKD, 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.
- 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.
- Details of the applicable charges are listed on the Dual Currency Card Fees Schedule.
- If after settlement of all outstanding charges and claims by the Company against the Cardholder 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 upon termination of the Main Card refund the Credit Balance to the Cardholder. The Company shall refund the Credit Balance in HKD Account to the Cardholder in HKD. For Credit Balance in CNY Account, the Company has sole discretion to refund to the Cardholder 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.
- Where a Cardholder refuses to accept the amendments to the terms and conditions stipulated by the Company and chooses to terminate the relevant card service, the Company may (in its discretion) refund the paid annual fee on a monthly pro-rata basis to the Cardholder 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, then the annual fee attributable to that month will not be refunded to the Cardholder.
 - The Cardholder (for Main Cardholder, he/she may terminate the Main Card and/or any or all Additional Cards and for the Additional Cardholder, he/she may terminate his/her Additional Card) may terminate the Card at any time by giving at least 14 days' prior written notice to the Company.
- The Company's rights of set-off:
 - The Cardholder irrevocably authorizes the Company at any time and from time to time to combine and set off all or any of the accounts of Cardholder with the Company without prior notice.
 - Where Additional Card(s) is/are issued, the Company may:
 - use any credit balance in any account of the Main Cardholder to repay any amount due from any and all Additional Cardholders to the Company;
 - only use any credit balance in any account of an Additional Cardholder to repay any amount due from such Additional Cardholder to the Company (but not those of the Main Cardholder or other Additional Cardholders).
 - An Additional Cardholder may (at his/her option) settle the amounts due to the Company from the Main Cardholder and/or other Additional Cardholders. Any payment made by an Additional Cardholder in excess of the amounts due from him/her to the Company 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.
- Debit Authorization
The Cardholder irrevocably authorizes and instruct each of the Banks with which 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 his/her liability to the Company without prior notice to the Cardholder upon request of the Company.
- In the event that the Company engages any debt collection agencies to collect the entire or part of the amount due from the Cardholder, the Cardholder shall 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 the Cardholder.
- In the event that the Company appoints lawyers to collect the entire or part of the amount due from the Cardholder, the Cardholder shall be liable for all reasonable costs and expenses arising therefrom.
- 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 contact the Cardholder and follow up with respect to such complaints.
- Complaint procedures against the Company:
In the event that any Cardholder wishes to express any opinion on the operating procedures or any staff of the Company, such Cardholder should record the details of the relevant information 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 contact the Cardholder and follow up with respect to such complaints.
- 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 web site at www.boci.com.hk. 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, the Agreement shall prevail.
- In this Circular :
"Account" means either the HKD Account or CNY Account opened by and maintained with the Company under the name of the Cardholder to which the Charges shall be debited;
"Additional Card" means the Card from time to time issued by the Company to an Additional Cardholder nominated by the Main Cardholder and at the joint requests of such Additional Cardholder and the Main Cardholder;
"Additional Cardholder" means a person to whom and in whose name an Additional Card is issued;
"Agreement" means the BOC Credit Card (International) Ltd. Dual Currency Card User Agreement;
"ATM" means any automatic teller machine in operation in the Networks and such other networks as from time to time announced by the Company;
"Card" means any dual currency card issued by the Company and includes Main Card and Additional Card subject to the Agreement and any renewal or replacement Card;
"Cardholder" means a person to whom and in whose name a Card is issued by the Company and includes Main Cardholder and Additional Cardholder as the context requires;
"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 under the name of the Cardholder for the purposes of recording debits and credits in CNY in respect of usage of the Dual Currency 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 head quarters 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 under the name of the Cardholder for the purposes of recording debits and credits in HKD in respect of usage of the Dual Currency Card under this Agreement;
"Main Card" means a Card issued by the Company to a Main Cardholder to which one or more Additional Cards are issued thereto;
"Main Cardholder" means any person to whom and in whose name a Main Card is issued;
"Mainland China" means any part of the People's Republic of China but excluding Hong Kong, Macau and Taiwan.
"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 ATM machines bearing the logo from time to time adopted by CUP and such other network of ATM from time to time designated by the Company;
"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.
"Outstanding Balance" means the total amount of the outstanding balance due from 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;
"Statement" means a monthly or other periodic statement of account sent to the Cardholder by the Company.