

BOC RMB Credit Card User Circular

- To safeguard the Card/personal identification number (PIN):
 - The Cardholder shall destroy the original printed copy of the PIN immediately after memorising 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 strip.
 - 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 CNY and is only valid 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 purchase of goods and/or services from merchant establishments which are connected to CUP's POS system and/or cash advances effected at the ATM.
- The Cardholder shall observe the credit limit of the credit facilities imposed by the Company from time to time when using the Card for payments and cash advances. Cash advance effected by the Cardholder is further subject to the daily limit imposed by the Company. The maximum limits of daily cash advance are as follows:-
 - When cash advance is effected at bank counters in Hong Kong:-
 - in CNY no daily limit;
 - in HKD amount of HKD equivalent to CNY 20,000;
 - When cash advance is effected through ATM:-
 - in CNY Gold card - CNY 10,000;
Classic card - CNY 5,000;
 - in HKD Gold card - amount of HKD equivalent to CNY 10,000;
Classic card - amount of HKD equivalent to CNY 5,000;
- Subject to the provisions of the User Agreement, the Cardholder shall be entitled to obtain cash advance through ATM. The use of any ATM service is subject to the terms and conditions governing such use as stipulated by the relevant ATM facility provider(s) (including the "ATM Services Terms and Conditions" of the Company).
- In the event of loss or theft of the Card / PIN, the Cardholder 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 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.
- Subject to Clause 6 above and provided that the Cardholder has 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), the liability of the Cardholder for 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.
- 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;
 - in respect of transactions which do not involve fraud or gross negligence on the part of the Cardholder and are made after the Cardholder has reported to the Company immediately upon discovery of the loss or theft of his/her Card;
 - 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.
- 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 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. The Cardholder shall also indemnify the Company in full in respect of any expenses 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. However, should the Company in good faith consider that the report made by the Cardholder is unfounded or the Cardholder is in breach of the terms and conditions of the User Agreement, 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 and late charge are as follows:
 - Interest:

No interest will be payable if the Current Balance is paid in full on or before the Due Date. If no payment or payment of less than the Current Balance is made on or before the Due Date, interest at the rate as set out in the Fees Schedule will be charged on (i) the daily outstanding balance of the Account retrospectively from the last Statement Date 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 the Cardholder's account and shown in the Statement) from the date of that new transaction, until all the outstanding balance of the Account is settled (subject to a minimum of CNY 5). Such charge will be recorded in the next Statement.

Cash advance may be effected over bank counters in Hong Kong or through ATMs in Hong Kong and Mainland China. A handling fee of 3% of the cash advance amount plus CNY 20 (for cash advance in Hong Kong) or 4% of the cash advance amount plus CNY 25 (for cash advance in Mainland China) will also be charged in respect of each cash advance (regardless of whether there is any credit balance in the Account).
 - 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 CNY 50 and a maximum of CNY 200).
- All transactions effected in currencies other than CNY shall be converted into CNY at a rate determined by reference to the rate of exchange adopted by CUP on the date of conversion plus an additional percentage charged by the Company on the date when the transactions are processed before they are debited to the Account of the Cardholder. In addition, the Company shall be entitled to charge a conversion fee as set out in the Fees Schedule.
- All payment shall be made in CNY or HKD at locations in Mainland China or Hong Kong prescribed by the Company. The Company may (at its discretion) accept payment in currencies other than CNY and HKD. If payment is made in currencies other than CNY, such payment shall be credited into the 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.
- Various charges of the Card issued by the Company: Details of the applicable charges are printed on the Statement and/or the applicable Fees Schedule issued by the Company.
- If after the settlement of all outstanding charges and claims against the Cardholder there exists any credit balance in the Account ("Credit Balance"), the Company has sole discretion to refund the Credit Balance either in HKD (converted from 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) 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 such 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 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 instructs each of the Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited and Chiyu Banking Corporation Limited ("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 expenses 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 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 User Agreement, the User Agreement shall prevail.
- In this Circular:

'Account' means an account in respect of the Card opened and maintained by the Company under the name of the Cardholder;

'ATM' means any automatic teller machine in operation in the Network;

'Additional Card' means a 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;

'CNY' means Renminbi Yuan, the lawful currency of the PRC;

'CUP' means China UnionPay Company Limited, a joint stock limited liability company incorporated in the PRC with headquarters in Shanghai, PRC;

'Card' means any RMB credit card issued by the Company on the terms and conditions of this Agreement and includes the Main Card and any Additional Card, whether they are issued as a replacement or renewal Card;

'Cardholder' means any person to whom and in whose name a Card is issued by the Company (including Main Cardholder and any Additional Cardholders);

'Company' means BOC Credit Card (International) Limited;

'Current Balance' means the balance in the Account as at the Statement Date;

'Due Date' means the due date for repayment for repayment of the balance in the Account as at the last day of the Statement;

'Fees Schedule' means the schedule from time to time issued by the Company which sets out the annual fees, cash advance handling fees, conversion fees and other percentage rates, fees and charges applicable to the Account and the Card;

'HKD' means Hong Kong dollars, the lawful currency of Hong Kong;

'Hong Kong' means the Hong Kong Special Administrative Region of the PRC;

'Main Card' means a Card issued by the Company to the Main Cardholder to which one or more Additional Cards are issued;

'Main Cardholder' means any person to whom and in whose name a Main Card is issued;

'Mainland China' means any part of the PRC, other than Hong Kong, Macau and Taiwan;

'Minimum Payment' means the minimum repayment amount in respect of the Current Balance;

'Network' means the network of automatic teller machines bearing the logo from time to time adopted by CUP and such other network of automatic teller machines 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 through the Card;

'PRC' means the People's Republic of China;

'Statement' means a monthly or other periodic statement of account sent to the Cardholder by the Company;

'Statement Date' means the last date of the statement period; and

'User Agreement' means the RMB Credit Card User Agreement.