中銀信用卡大豐信用卡附屬卡申請表 TAI FUNG CREDIT CARD ADDITIONAL CARD APPLICATION FORM

主卡持卡人資料 MAIN CARDHOLDER'S INFORMATION			
請以正階填寫閣下之葡/英文姓名,並以身份證為準(請勿超過Name in Portuguese/English (name in block letters as per your ID/Passpor			
中文姓名 Chinese Name			身份證號碼 ID Card No.
信用卡號碼 Credit Card No. (如與主卡同時申請則無需填寫 No n	need to fill in if yo	ou appl	oly at the same time as the main card)
^手提電話 國家/地區編號 Mobile Phone No.	地區編號 Region Co	de	
A公司電話 國家/地區編號 Company Tel. No. Country/Region Code	地區編號 Region Co	de	_
^電子郵箱 E-mail Address			(請以英文正階填寫 please fill in block letters)
客戶可隨時透過電郵地址收取最新商戶折扣優惠電郵資訊,請即填寫。Tore	eceive promotion	al mat	iterials from the Company by e-mail, please fill in this part.
附屬卡申請人 ADDITIONAL CARD APPLICANT 如欲申請多張附屬卡,請將此表格影印並一併寄回,每張申請表均需主卡持必須為主卡申請人年滿 16 歲之直系親屬。如主卡申請人為學生、商務卡或 apply for more than 1 Additional Card, please make copy of this form, each with M additional card of applicant must be 16 years of age or older. If main card applicant Main Cardholder is entitled to a maximum of 9 Additional Cards. 註:所申請之附屬卡卡種必須與主卡卡種相同。The Additional Card card typ	Intown 卡,不記 Main Cardholder nt is a student, o	设附屬- 's and / r Busin	子中請。每名主卡持卡人最多可成功申請 9 張附屬卡。If I Additional Cardholder's signature and send altogether. An ness Card, or Intown Card, no additional card will be offered. Each
請以正階填寫閣下之葡/英文姓名,並以身份證為準 (請勿超過Name in Portuguese/English (name in block letters as per your ID/Passpor			
	17/12 N. 4	404.6	
中文姓名 Chinese Name			名 Formerly Used Name/Alias (如適用)(請遞交前用姓名/ licable)(please provide proof(s))
身份證號碼 (請附 A4 紙影印之身份證副本)		國籍	籍(國家/地區)
ID Card No. (please enclose ID copy in A4 size)		Nati	tionality(Country/Region)
出生國家/地區 Country/Region of Birth 性別 Sex □ 男 M	□女 F	出生	生日期 Date of Birth 日 DD 月 MM 年 YY
^手提電話 國家/地區編號 Mobile Phone No. Country/Region Code	地區編號 Region Co	de	
A公司電話 國家/地區編號 Company Tel. No. Country/Region Code	地區編號 Region Co	de	
(如需網上購物必須提供澳門本地手提電話)(please provide local mobile phone	no. for online pa	yment	nt)
□ 家庭主婦 Housewife □ 退休人士 Retired □學生 Str	udent 🗆	其他	Others
僱主/公司名稱 Employer/Company Name			
僱主/公司電話 國家/地區編號 Employer/Company Tel No. Country/Region Code	地區線 Region		内線 Ext. de
業務性質 Business Nature			職位 Position
^電子郵箱 E-mail Address	eceive promotion	al mat	
與主卡持卡人關係 Relationship with the Main Cardholder	,		
^住宅地址 Residential Address (郵政信箱恕不接受)(P.O. Box is not accept	ptable)		
□ 如附屬卡與主卡之住址不同,附屬卡持卡人需附現居住址證明。 Additional Card applicant's residential address is different from the Main Card app	nlicant Please n	rovide	Additional Card applicant's residential proof
^永久地址 Permanent Address (郵政信箱恕不接受)(P.O. Box is not acce		oriue.	- tantonal care approach o residential proofi
□ 如永久地址與現居住址不同,附屬卡持卡人需附永久地址證明。Addition Please provide additional permanent address proof. 如 附屬卡持卡人為現有中銀/大豐信用卡主卡客戶,閣下之住宅地址及永久Card Main cardholder, your residential address and permanent address record wi	入地址紀錄將改 ll be replaced by	為此表 the ad	表格中申報之地址。If you are an existing BOC/Tai Fung Credit ddress provided in this form.
^客戶聯絡資料(包括但不限於手提電話號碼及電子郵箱)可被用於通知信用卡重要風險通知,而 閣下的信用卡服務可能會受到影響。Customers' contact be used for notifying important matters relating to their credit card accounts. If the	information (inc	luding	g but not limited to mobile phone number and email address) may



important risk notifications from the Company and the service of your credit card may be affected.

● 中銀信用卡 大豐信用卡附屬卡申請表 TAI FUNG CREDIT CARD ADDITIONAL CARD APPLICATION FORM

N 寅)
□ 本人欲為上述附屬卡就每個月結期的簽賬及現金透支金額設定上限 (「每月信用限額」)為澳門幣/港幣元。
Out of my personal card "credit limit" as approved by BOC Credit Card (International) Ltd. ("the Company") for my main card*, I wish to allocate
MOP/HKD, subject to absolute discretion of the Company, as an upper credit limit for the aggregate amount of retail and cash advance spending for
the above additional card(s) for each statement cycle (i.e. "Monthly Credit Limit") 文文文文文文文文文文文文文文文文文文文文文文文文文文文文文文文文文文文
註:若申請人沒有註明附屬卡每月信用限額,附屬卡將共用主卡之信用卡額度。信用限額以每澳門幣/港幣 1,000 元為單位。如中銀信用(國際)有限公司(「卡公司」)批出的額度低於主卡申請人填寫之附屬卡每月信用限額,將以較低者為準。
* If the main cardholder does not prescribe a Monthly Credit Limit for the additional cardholder(s), it means one "credit limit" will be shared jointly by the main and the
additional cardholders. Credit limit will be rounded up to the nearest thousand and expressed in terms of thousands. If the approved additional card monthly credit limit
is lower than the one proposed by the main card applicant, the lower limit will apply.
每月信用限額條款及細則:1.在不影響其他適用於有關信用卡的信用限額條款的情況下,持卡人(包括主卡持卡人及附屬卡持卡人,如適用)須嚴格遵從不時預
設的每月結期的每月信用限額,並在使用信用卡時不得超越該每月信用限額。持卡人不會因違反本條款而得以減低或免除其對於因違反此條款所引致任何收 ####################################
費的付款責任。2.每月信用限額將於每月結期第一日重設。
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.
關連人士 CONNECTED PARTIES
截至本申請表日期,申請人是否中銀香港或中國銀行股份有限公司(包括附屬公司及分行)的董事/監事/總裁/高級管理層及主要職員/委員會主席/部門主管/分行行長/從事貸款審批的僱員/控權人(指單獨或連同其他相聯控權人持股 5%或以上),或中銀香港附屬公司、聯屬公司以及中銀香港能對其行使控制的其他實體及其控權人/小股東控權人/董事/高級管理層及主要職員,以及上述人士的親屬,或上述人士或其親屬所能控制的任何商號、合夥或非上市公司?申請人的擔保人是否中銀香港的任何控權人、小股東控權人或董事或上述人士親屬? As at the date of this application, are you one of the following persons or their relatives: director/ supervisor/ chief executive/ senior management and key staff/ chairman of committee/ head of department/ head of branch/ lending officer/ controller (holdings 5% or more shareholding alone or together with associates who are controllers) of BOCHK or Bank of China Ltd (including their subsidiaries and branches) or BOCHK's subsidiaries, affiliates and other entities over which BOCHK is able to exert control or controller/ minority shareholder controller/ director/ senior management and key staff of such subsidiaries, affiliates and other entities or being any firm, partnership or non-listed company which any of the aforesaid persons or their relatives is/are able to control? Would any of your guarantors be any controller, minority shareholder controller or director of BOCHK or their relatives? 一 否,本人(等)確認本人(等)並非上述任何人士或其親屬。倘若日後本人(等)身份有變,即本人(等)成為上述任何人士或其親屬,本人(等)承諾會儘快知會中銀香港及卡公司。 No, I/We confirm that I am/we are not any of the above persons or their relatives. I/We undertake to notify BOCHK and the Card Company promptly should my/our status change, i.e. I/we become one of the above persons or their relatives.
中文姓名 Chinese Name 英名姓名 English Name 公司名稱 Company's Name
7 XX 1 0 miles tume X 1X 1 2 month tume X 1 1 miles of tume
部門名稱 Department
其他指示 Other Instructions
櫃員機螢幕指示 ATM Screen Language 中文 Chinese 1 英文 English 2
如獲發卡,本人欲親身前往大豐銀行總行 /
If this application accepted, I would like to collect my card(s) personally at the Tai Fung Bank Head Office/Branch
注意事項 NOTICE
1. 附屬卡申請人必須為年滿 16 歲人士。An additional card applicant must be 16 years of age or older. 2. 每名主卡持卡人最多可成功申請 9 張附屬卡。Each Main Cardholder is entitled to a maximum of 9 Additional Cards. 3. 請將申請表連同所需文件親身遞交予大豐銀行總行/各分行。Please submit the original application form and required documents to Tai Fung Bank Head Office or any other branches 4. 所有提交之文件(包括此申請表)恕不退還。Documents supplied in connection with this application form are not returnable. 5. 若申請人為卡公司現有主卡客戶(包括中國銀行澳門分行及大豐銀行信用卡主卡客戶),卡公司將參考客戶過往信貸記錄及現有信用額度作最後審批,所得之信用總額將由澳門幣、港幣信用卡及銀聯雙幣信用卡共用。Should the applicant be a current BOC Main Card cardholder of Bank of China Macau Branch / Tai Fung Bank Ltd.) 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 MOP, HKD credit cards and CUP Dual Currency Credit Cards. 6. 成功申請附屬卡之卡樣與其 主卡之卡樣相同。The card design of an Additional Card will be identical to the corresponding Main Card. 7. 若申請人沒有註明附屬卡每月信用限額,附屬卡將共用 主卡之信用額度;而有關之信件及月結單將寄往主卡持卡人之通訊地址。If the main cardholder does not prescribe a Monthly Credit Limit for the additional cardholder(s), it means one "credit limit" will be shared jointly by the main and the additional cardholders. All documents and monthly statement will be mailed to main cardholder's correspondence address. 8. 信用限額以每澳門幣/港幣 1,000 元為單位。Credit limit will be rounded up to the nearest thousand and expressed in terms of thousand. 9. 如卡公司批出的額度低於主卡申請人填寫之附屬卡每月信用限額,將以較低者為準。If the approved "additional card monthly credit limit" is lower than the one proposed by the main card applicant, the lower limit will apply. 10. 申請之最終審批、信用額及有關年利率將由卡公司作最終決定。Approval of the application, credit limit and corresponding interest rate are at the sole discretion of the Company. 11. 申請人明白銀行員工信用卡申請及審批必須受香港《銀行業 (風險承擔限度)規則》第 31 條所約束,貸款金額將按最終審批而決定。Applicant understands the application and approval of the Credit Card are subject to Rule 31 of the Banking (Exposure Limits) Rules (Cap. 155 sub. leg. S), and the loan amount is determined by the final approval decision of BOCHK. 12. 營銷人員之薪酬總額包含 固定薪酬部份及浮動薪酬部份。浮動薪酬之發放與營銷人員在財務及非財務指標的工作表現掛鈎。Remuneration of sales staff consists of fixed and variable components. The award of variable remuneration correlates in part with the staff's performance in financial and non-financial factors. 13. 詳情請參閱中銀信用卡(國 際)有限公司的信用卡/雙幣信用卡使用說明。Please refer to BOC Credit Card (International) Limited Card/ Dual Currency Card User Circular. 14. 卡公司保留隨時更 改年利率之權利。The Company reserves the right to adjust the interest rate at any time. 15. 主卡持卡人及附屬卡持卡人必須就此附屬卡按照中銀信用卡持卡人合 約之重要條款及條件共同及各自對所有交易及承擔全責。The Main Cardholder and the Additional Cardholder shall be jointly and at severally liable for all transaction liabilities in accordance with the Important Terms & Conditions of BOC Credit Card User Agreement.



v. 2022APR

申請人簽署 YOUR SIGNATURE

以上資料均屬詳實,本人(等)授權中銀信用卡(國際)有限公司(「卡公司」)或由卡公司透過大豐銀行向本人(等)的僱主、財務機構、信用諮詢公司及澳門特別行政區政府信貸資料平台或任何其他信用狀況或資料來源查詢核實以上資料,並收取該等資料用以處理及評核此申請,並在本人(等)的申請獲批准後,用以操作 本人(等)的戶口。若本人(等)為卡公司現有客戶、及/或曾向卡公司提供任何資料作申請用途,則除非本人(等)在此申請表上提供進一步的更新資料,本人(等)確 認所有現有記錄及/或已提供的資料均反映現況。本人(等)進一步同意如該等資料有任何變更會從速以書面形式通知卡公司,並無論如何須於資料變更後 30 天 内提供任何替代或文件的核證副本(如適用,包括因任何法律、規例或任何監管或稅務機構所發出的指引而要求取得的證明或其他文件)。本人(等)確認,卡公司 有權根據其認為恰當的任何資料來源以更新其現存的資料,如有需要卡公司可要求本人(等)確認有關資料。本人(等)並授權卡公司向下述者披露本人(等)及/或 此項申請及/或本人(等)的戶口之任何資料,可獲披露及可運用資料者為:(i)卡公司之員工、代理人及承包商,用以處理及核實此申請;(ii)卡公司聘請的服務提 供者,對客戶賬戶的操作(包括信用管理服務)和賬戶服務之市場推廣有關之服務;(iii)中國銀行(香港)有限公司及其附屬機構;及(iv)在中銀信用卡上出現其名稱 或標誌的第三者。I/We declare that the above information is true and complete and hereby authorize BOC Credit Card (International) Limited ("the Company") or by the Company through Tai Fung Bank to contact my/our employers, financial and credit reference institutions, Government of the Macau SAR - Credit Data Platform 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). If I/we are the existing customer(s) of the Company and/or have previously supplied any data to the Company for application purpose, unless I/we provide further updated data in this application form, I/we confirm that all my/our existing records and/or the supplied data are up-to-date. I/We further agrees to notify the Company promptly in writing upon occurrence of any changes to that information, in any event not later than 30 days after such change, and to provide certified copies of any replacement or documents (including supporting and other documents required under any laws, regulations or guidelines issued by any regulatory or tax authorities, if applicable). I/We acknowledges that the Company has the right to rely on the information obtained or that comes to its knowledge from any source it may consider appropriate to update my/our existing information and may require my/our confirmation if necessary. 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.

本人(等)同意及明白在卡公司認為適合的情況下,卡公司可能隨時及不時將其持有的客戶資料(包括但不限於澳門特別行政區政府信貸資料平台所發出的個人綜 合信貸資料報告)轉移至其他地方(包括澳門以外的地區)。I/We agree and understand that the data (including but not limited to Individual Credit Report issued by Government of the Macau SAR - Credit Data Platform) held by the Company relating to me/us may be transferred to other places (including places outside Macau) at any time and from time to time where the Company deems necessary.

本人(等)謹此鄭重及真誠地作出如下聲明:(i)本人(等)所持有的信用卡從未因拖欠還款而被發卡機構取消;(ii)就本人(等)的任何債務(包括但不限於信用卡、按 揭、私人貸款及其他財務安排而言),本人(等)並沒有拖欠還款超過 30 天;(iii)本人(等)從未於澳門或任何其他地方,被宣告破產,或成為任何破產案件或相類 似的法律程序的被申請者,或受任何接管令或相類似的命令的約束;及(iv)本人(等)已經小心及謹慎地考慮過本人(等)的資產及負債狀況。本人(等)並無任何意 圖,於澳門或任何其他地方,申請本人(等)的破產或相類似的命令,或向本人(等)的債權人作出任何個人自願安排或相類似的安排的建議,而本人(等)亦不覺得 有任何理由需要提出任何上述申請或建議。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 Macau 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 Macau or elsewhere, nor do I/we see any reason why I/we should do so.

本人(等)已細心閱讀並清楚明白隨附的中銀信用卡之推廣優惠條款及細則(如適用)、分期付款計劃條款及細則、中銀信用卡主要條款及細則摘要、拒納「超越信用限額」功能之條款及細則、資料政策通告(或不時由中銀信用卡(國際)有限公司及其某些相關實體以任何名稱發出有關個人資料的使用、披露及轉移的一般政 策的其他文件(可經不時修訂)),並同意受該等文件(如適用)所約束。本人(等)明白卡公司沒有使用任何貸款中介公司,卡公司亦不會接受任何中介公司或第三者 轉介信用卡申請。本人(等)並確認沒有透過中介公司或第三者轉介信用卡申請,或曾提供個人資料予中介公司或第三者以促致、治商、取得或申請信用卡。I/We have carefully read and fully understand the attached "Important Terms and Conditions of BOC Credit Card", terms and conditions of promotional offers (if applicable), "Terms and Conditions of Installment Programs", "BOC Credit Card Key Facts Statement", "Terms and Conditions for opt-out of "Over-the-limit Facility" function", "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)), and agree to be bound by them (if applicable). I/We understand that the Card Company does not engage with any financial intermediary and the Card Company does not accept any credit card application

referred to it by any infancial intermediary or third party. If we also confirm that my credit card application is not a referral by any infancial intermediary or third party, nor					
/We have provided any personal information to financial intermediary or third party for procuring, negotiating, obtaining or application of this credit card.					
<u>主卡</u> 申請人簽署 Signature of <u>Main Card</u> applicant		<u>附屬卡</u> 申請人簽署 Signature of <u>Additional Card</u> applicant			
(請勿塗改) (Please do no	ot alter)		(請勿塗改) (Please do not alter)		
X					
^		X			
日期 Date		日期 Date			
		口别 Date			
卡中心專用 FOR C	ARD CEN	TRE USE ONLY			
312	CL	SC	A1	A2	R
311	CL	SC	A1	A2	R
為使能儘速辦理此申請,請附上下列各證明文件之副本 To avoid processing delay of your application, please enclose copy of		e copy of the			
				_	

following documents (請以 A4 紙影印,影印本須放大及以淺色為佳) (in A4 size, with enlarged image & in light color):

- 主卡及附屬卡申請人之澳門/香港身份證,如為非澳門/香港永久性居民身份證持有人士,需一併提供有效護照副本。如為非澳門/香港居民,需提供有 效護照副本(內地居民需提供有效護照或往來港澳通行證,以及原居地身份證副本);Please enclose a photocopy of Macau/ Hong Kong Identity Card of the Main and Additional Card applicant. If an applicant does not have a Permanent Resident Macau/ Hong Kong Identity Card, please provide together with a valid passport copy. If the applicant is non-Macau/ Hong Kong resident, please provide a valid passport copy (if the applicant is a mainland resident, please provide a valid passport copy or an Exit-entry Permit for Travelling to and from Hong Kong and Macau, together with a copy of the Certification of the Place of Permanent Right of Abode).
- 如附屬卡與主卡之住址不同,附屬卡需附現居住址證明;如永久地址與現居住址不同,需附永久地址證明。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):

卡公司可能需要 閣下提供額外文件以作批核。Additional document(s) may be required for approval of the application.

請將此申請表連同所需文件交 Please return this application form with documents needed to:

大豐銀行總行或各分行 Tai Fung Bank Head Office or any other branches 客戶服務熱線 Customer Service Hotline: 8988 9933



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中銀信用卡(國際)有限公司 持卡人合約

中銀信用卡(國際)有限公司(「卡公司」),以下 列條款及條件發出信用卡(詳見下文釋義)

1.1 在本合約中,除文義另有所指,否則以下詞語應 具以下涵義

「帳戶」指由卡公司以持卡人名義開立及維持, 並用作記入收費之帳戶;

「附屬卡」指由卡公司在主卡持卡人及其提名之 附屬卡持卡人共同要求下,發給該附屬卡持卡人 之信用卡;

「附屬卡持卡人」指任何以其名義獲發附屬卡之

「自動櫃員機」指 JETCO 、PLUS 及/ 或 CIRRUS 及卡公司不時公布的其他聯網使用的任何自動櫃

「信用卡」指由卡公司發出之任何 VISA 信用卡/ 萬事達信用卡,包括主卡及附屬卡,以及信用卡 之任何續發新卡或補發卡

「持卡人」指任何以其名義獲發信用卡之人,包 括主卡持卡人及附屬卡持卡人(視乎文意所指者

「收費」指所有使用信用卡購買貨物及/或服務 及/ 或作現金透支之全部總值或金額,以及所有 有關之費用、收費、利息、訴訟費及開支;

「收費表」指列載不時有效及適用於信用卡之年 費、現金透支手續費、逾期收費、利息及其他費 用及收費之附表

「香港」指中華人民共和國香港特別行政區 「澳門」指中華人民共和國澳門特別行政區 「主卡」指由卡公司發給主卡持卡人之信用卡, 並透過該信用卡發出一張或多張附屬卡

「主卡持卡人」指任何以其名義獲發主卡之人; 「新交易」就一份結單而言,指持卡人透過使用 信用卡完成並引致任何收費的交易,而該交易於 以下時間發生:-

- (a) 於該結單上所載最後一宗透過使用信用卡完 成的交易的時間「(有關時間」) 之後的任 何時間;或
- 於有關時間之前的任何時間,如果該交易所 招致的收費於該結單日期仍未記入帳戶亦未 於該結單上顯示; 「私人密碼」就信用卡而言,指持卡人透過
- 信用卡獲取卡公司不時提供服務所需的個人 識別密碼 1.2 除非文意另有所指外,在本合約中,凡表示單數
- 之文字,其涵義包含複數,反之亦然;凡提述一 種性別,其涵義包含各種性別。
- 1.3 如文意許可或有所指,凡提述卡公司,將當作包 括提述其承繼人及承讓人。

2. 信用卡之發出

- 2.1 卡公司可(酌情決定)根據本合約的條款及條件 向持卡人發出一張或多張信用卡。
- 2.2 由主卡持卡人提出申請,並獲得卡公司(酌情決 定)批准後,卡公司可向該主卡持卡人提名的附 屬卡持卡人發出一張或多張附屬卡。
- 2.3 持卡人須於收到卡公司發出信用卡之後立即
 - 於信用卡上所預留之空白處簽署;及 按照卡公司的指示,簽署信用卡之確認收妥 <u>回條並交回卡公司或根據卡公司指示的其他</u> 方式使信用卡生效。
- 2.4 持卡人於信用卡上簽署或使用信用卡或使信用卡 生效,將構成持卡人接受本合約的條款及條件並 同意受其約束之確證
- 2.5 卡公司一般將於信用卡到期前至少30天續發新 卡。除非於該30天期內卡公司收到終止信用卡 之書面通知,否則持卡人將被當作於到期日收到 續發新卡。持卡人使續發新卡生效或使用續發新 卡,或於信用卡到期日後繼續使用信用卡,將被 當作持卡人已接受續發新卡。
- 2.6 卡公司有權拒絕為持卡人失去或被竊之信用卡補 發新卡。卡公司有權就所發出之補發卡按照收費

表收取手續費。 3. 信用卡之使用

- 3.1 信用卡只限於持卡人專用於真誠地購買貨物及/ 或服務及/ 或作現金透支。持卡人不得將信用 卡用作任何其他用途,尤其不得用作任何違法用 途,包括(但不限於)作為任何違法交易的付款 用途。
- 3.2 持卡人不得將卡轉讓予任何人,亦不得容許任何 人使用信用卡或以抵押方式典押信用卡作任何用

4. 信用限額

4.1 卡公司可不時(酌情)決定由卡公司發給持卡人 的任何信用卡的信用限額及/ 或現金透支限額。 如獲發附屬卡,主卡持卡人及附屬卡持卡人可各 自獲得獨立信用限額,或按卡公司(絕對酌情) 不時決定之比例共用任何信用限額。

4.2 <u>持卡人須嚴格遵從卡公司不時釐定的信用限額</u>

- 及/ 或現金透支限額,並在使用信用卡時不得超 越該信用限額及/ 或現金透支限額。持卡人不會 因違反第 4.2 條而得以減低或免除其對於因違反 <u>此條款所引致任何收費的付款責任,卡公司並有</u> 權按收費表列載的收費率收取手續費。
- 4.3 於收到卡公司要求後,持卡人須即時向卡公司支 <u>付超越該信用限額的款項。</u>
- 4.4 卡公司有權就每次向持卡人提供現金透支服務, 根據收費表列載的收費率收取手續費。

帳戶結單與付款方法

- 5.1 卡公司將每月或定期向持卡人寄發帳戶結單 <u>(「結單」),列明(其中包括)截至結單上所</u> <u>述月結期最後一日的帳戶結欠(「結欠金額」)</u> 及持卡人就有關結欠金額之最低還款額(「最低 <u>還款額」)及到期付款日(「到期付款日」),</u> <u>除非自上期結單後並沒有新交易。</u>
- 5.2 除非卡公司於結單日期起計 60 天內收到持卡人 <u>的書面通知指稱結單所載交易有誤,否則卡公司</u> <u>有權把該結單內所載之交易視作正確無誤。</u>
- 5.3 持卡人須於接獲結單後即時支付已到期付款之結
- <u>欠金額。</u> 5.4 若卡公司在到期付款日或之前收到結欠金額,持
- 卡人則毋須就該結欠金額支付利息。<u>若卡公司在</u> <u>到期付款日時仍未收到或僅收到少於結欠金額之</u> 付款,持卡人則須按收費表列載之息率(該息率 於法庭裁決前後均為適用)支付 (i) 該等尚未償還 <u>款項按日計算之利息,由結單日期起計,直至清</u> <u>還全部欠款為止及 (ii) 每一宗新交易之金額按日</u> <u>計算之利息,由該宗新交易之交易日起計,直至</u> 清還該金額之全部為止。所有利息將按月或定期 <u>記入帳戶。</u>
- 5.5 若卡公司在到期付款日或之前仍未收到或收到少 於最低還款額之付款,則除須根據第 5.4 條支付 未償還欠款應付之利息外,持卡人亦須支付按收 <u>費表列載之逾期收費。逾期收費將於下一結單日</u> <u>記入帳戶。</u>
- 5.6 除卡公司酌情決定接受非信用卡之貨幣付款外, <u>收款均以信用卡之貨幣結算。以非信用卡之貨</u> <u>幣計算之收費,均根據卡公司決定之匯率折算信</u> <u>用卡之貨幣後,記入帳戶。如卡公司接受非信用</u> <u>卡之貨幣付款,收款則根據卡公司決定之匯率折</u> <u>算信用卡之貨幣後記入帳戶,而卡公司可收取收</u> <u>費表列載之匯兑費。</u>倘以銀行本票或任何其他同 類票據付款,則只會扣除處理該銀行本票或票據 之一切收款、行政或手續費用後之淨額記入帳戶
- 5.7 從持卡人收到之付款,將按以下先後次序或卡公 <u>司不時絕對酌情決定之其他先後次序用於償還帳</u> <u> 戶結欠:</u>
 - (a) <u>所有利息、手續費及費用;</u>
 - <u>當月分期交易的本金結欠;</u>
 - <u>其他本金結欠。</u>
- 5.8 如獲發附屬卡,主卡持卡人所付的款項,將按照 卡公司不時絕對酌情決定的先後次序及優先次 <u>序,用於支付主卡持卡人及附屬卡持卡人各自所</u>
- 5.9 卡公司有權(絕對酌情決定)拒絕接受任何超越 帳戶結欠金額的款項存入帳戶。
- 5.10 所有收費,即使是(不限於)以(i)電話、傳真 <u>郵遞訂購或直接扣帳授權方式作出,或 (ii) 在互</u> <u>聯網、商戶或財務機構售點終端機(包括非接觸</u> <u>式卡感應器)、信用卡繳款電話或准許使用信用</u> 卡而無須簽署銷售單據或由持卡人簽署的其他設 <u>施上使用信用卡作出,仍可記入帳戶。持卡人沒</u> <u>有簽署任何銷售單據或現金透支憑單,並不免除</u> <u>持卡人就此對卡公司應負之責任。</u>

6. 費用、收費及息率

- 6.1 持卡人根據本合約應付之一切費用、收費及利 <u>息,詳情已載於收費表內,並須按收費表支付。</u>
- 6.2 <u>卡公司可按照第 20 條不時(酌情決定)修訂收</u> 費表。收費表之最新文本可於卡公司澳門辦事 <u>處、中國銀行股份有限公司澳門分行或大豐銀行</u> 索取及卡公司之網站 (網址 www.boci.com.hk) 瀏
- 6.3 如獲發附屬卡,則就一切用意及目的而言,卡公 <u>司均可(絕對酌情決定)將使用任何附屬卡產生</u> 的任何或所有費用、收費及/或利息,當作由主 <u>卡持卡人產生處理。</u>

7. 持卡人義務與責任

- 7.1 <u>持卡人須採取合理措施,妥善保管信用卡及私人</u> <u>密碼,亦須將私人密碼保密。在不影響前文所載</u> <u>的一般原則下,持卡人必須採取以下各項措施,</u> 確保信用卡安全及將私人密碼保密,藉此防止發 生欺詐事件:
 - (a) 私人密碼應與信用卡分開存放;
 - <u>銷毀私人密碼通知書正本;</u>
 - 切勿將私人密碼寫在信用卡上或通常與信用 卡一同存放或附近的任何物件上;
 - <u>不應直接寫下或記下個人密碼,而不加掩</u> 切勿使用常用個人資料作為私人密碼;及

 - <u>按照卡公司不時發出的程序、指示及/ 或保</u> 安指引使用信用卡。

- 7.2 如發生以下事件,在切實可行的合理情況下,持 卡人須致電卡公司 24 小時熱線 (853) 8988-9933 <u>或 (852) 2544-2222(或卡公司不時通知持卡人</u> 的電話號碼)通知卡公司,並於隨後24小時內 或卡公司不時訂明的其他期間內以書面確認:
 - (a) <u>信用卡遺失及/或被竊;</u>
 - (b) <u>未經授權使用信用卡及/或私人密碼;</u>
 - (c) <u>向未經授權人士披露私人密碼;</u>
 - 懷疑出現載有與信用卡相同卡號或聲稱根據 帳戶發出的任何偽冒信用卡;及/或
 - <u>懷疑有未經授權使用信用卡及/或私人密碼</u> <u>及/或披露私人密碼。</u>
- 7.3 在不損及第7.2條所載的義務的情況下,持卡人 須將有關事件通知警方,並在合理及切實可行的 <u>情況下,盡快將報警事宜的有關文件證據提交卡</u>
- 7.4 卡公司有權按聲稱持卡人者發出的任何口頭或書 面指示行事。如卡公司因此採取任何行動,卡公 司毋須因有關行動而向持卡人承擔任何責任,亦 不會因此解除持卡人的任何責任。
- <u>儘管本文載有任何相反規定,持卡人於收到卡公</u> <u>司要求後,須立即向卡公司支付下列各項:</u>
- (a) 帳戶之未清償結欠;
- (b) <u>使用信用卡進行交易有關而尚未記入帳戶的</u> <u>一切收費;及</u>
- 本合約所載持卡人應付給卡公司的一切費用 <u>及收費。</u>

8. 未經授權交易

- <u>持卡人須小心細閱結單,並須於結單日期起計</u> 60 天內,將結單內任何未經授權的交易通知卡公
- 8.2 除卡公司控制範圍以外,卡公司須盡合理努力, 於收到持卡人通知未經授權的交易起計 90 天內 完成有關調查。
- 8.3 <u>倘持卡人於到期付款日之前將任何未經授權的交</u> 易通知卡公司,並於調查期內暫緩繳付爭議金 額,則卡公司保留權利,可對爭議金額重新收取 由交易日期(或卡公司不時絕對酌情決定的較後 日期)至全數清償爭議金額為止期間的任何費 用、收費及/或利息;如其後證實持卡人提出的 爭議並無根據,亦可收取一切有關費用、收費 及/ 或利息。

9. 持卡人對未經授權交易所負責任

- 9.1 倘發生以下事件,而持卡人以真誠態度及應有謹 慎行事(包括根據第7.1條採取防範措施及按照 第 7.2 條報失、報被竊及/ 或未經授權使用信用 <u>卡),則持卡人毋須因下列情況而產生的損失及</u> 損害負責:
 - (a) 持卡人未收到信用卡前,卡被誤用
 - <u>於持卡人將失卡、被竊及/ 或未經授權使用</u> <u>信用卡等情況正式通知卡公司後發生的任何</u> 未經授權交易
 - 終端機或其他系統發生的故障,引致持卡人 <u>蒙受損失及損害,惟若有關故障是明顯的,</u> <u>或已顯示故障信息或通告則除外;及</u>
 - (d) 交易是以偽造的信用卡進行的。
- 9.2 在受第 9.3 條規限的情況下,若持卡人以真誠態 度及應有謹慎行事(包括根據第 7.1 條採取防範 措施及按照第 7.2 條報失、報被竊及/ 或未經授 權使用信用卡),則持卡人對信用卡遺失、被竊 或被未經授權使用所負責任,將不會超過適用法 <u>例或監管指引不時訂明之最高限額。</u>
- <u>儘管本文載有任何相反規定,若持卡人信用卡之</u> <u>遺失、被竊及/或被未經授權使用是由於持卡人</u> <u>有欺詐行為或嚴重疏忽,或未能遵照第 7.1 條或</u> <u>第 7.2 條之規定,或未能採取合理防範措施防止</u> <u>信用卡遺失、被竊及/或未經授權使用信用卡,</u> 或有關未經授權使用信用卡涉及在持卡人知情或 <u>不知情下使用持卡人的私人密碼,則持卡人須對</u> 因而產生或有關的一切損失及損害負全責。持卡 <u>人同意就因而合理地引致的一切損失、損害、責</u> 任及一切合理費用及開支而向卡公司作出及保持 <u>作出全數彌償。</u>

10. 主卡及附屬卡持卡人之責任

- 10.1 主卡持卡人須(與附屬卡持卡人共同及各別)對 附屬卡及/或透過使用附屬卡進行的任何及所有 <u>交易及/ 或引致的責任而向卡公司承擔責任。</u>
- 10.2 附屬卡持卡人只須對其使用其附屬卡進行的交易 及引致的責任承擔責任。

11. 責任限免

- 11.1 受限於第 9.1 條的規定及除任何可歸咎於卡公司 之欺詐行為、嚴重疏忽或故意忽略外,對於持卡 人直接蒙受或承擔的任何損失及責任,無論是否 因任何使用、不當使用信用卡、信用卡或卡公司 提供的其他裝置失靈失效,或任何卡公司就使用 信用卡所提供的服務,卡公司將一概不負責。
- 11.2 如任何商號(包括任何財務機構)拒絕接納信用 卡或拒絕以信用卡支付任何向持卡人提供的貨物 <u>及服務,卡公司概不負責。</u>
- 11.3 卡公司亦保留權利,可絕對酌情決定拒絕將任何 商號或財務機構要求的任何收費記入帳戶。任何 持卡人針對任何商號或財務機構作出的索償或爭 議,應由持卡人與該商號或財務機構直接解決。 在任何情況下,有關索償或爭議並不解除本文所 載持卡人須向卡公司承擔的責任。

- 11.4 於卡公司收到任何商號或財務機構作出的退款及 按卡公司所接受的格式開出的有關退款單據之 <u>前,卡公司概無責任將退款記入帳戶。</u>
- 11.5 所有於卡公司提供任何信用卡服務時而所引致之 延誤、失效或就卡公司履行本協議項下的義務時 而使用之電腦或其他裝置的失效,如為卡公司之 合理控制範圍以外之情況下,卡公司將一概不負
- 11.6 儘管本文載有任何相反規定,對於持卡人或任何 人士直接、間接或任何情況之下引起而蒙受或承 擔任何間接、相應或附帶損失、利潤或商機損失, 或其他種類的損失或損害,卡公司將一概不負
- 11.7 就提供信用卡服務時,卡公司或會透過電話、傳 真、互聯網或其他卡公司不時指定的方式與持卡 人聯絡或索取指示。就此,持卡人現同意卡公司 記錄任何由該方式而索取之訊息及/或指示,並 將其保存至卡公司認為合適的期段。卡公司將以 真誠及謹慎行事的態度執行該訊息及/或指示而 毋須再向持卡人作進一步確認。除明顯錯誤外, 任何該訊息及/或指示將視為確實及對持卡人具 約束力。

12. 信用卡之終止與停用

- 12.1 持卡人隨時可向卡公司發出不少於 14 天事前書 面通知終止信用卡;惟儘管信用卡已被終止,持 卡人仍須負責一切透過使用信用卡所進行之交 易,直至全數付清帳戶內一切欠款(不論有否過 帳至帳戶亦然) 為止。
- 12.2 如獲發附屬卡,附屬卡持卡人隨時可向卡公司發 出不少於 14 天事前書面通知終止其附屬卡,而 主卡持卡人隨時可向卡公司發出以不少於 14 天 事前書面通知終止主卡及/ 或任何或所有附屬 卡。於主卡終止後,據其發出的所有附屬卡將即 時終止。儘管有關主卡及附屬卡已告終止,主卡 持卡人仍需負責一切透過使用主卡及所有附屬卡 所進行之交易,而每名附屬卡持卡人只需負責一 切透過使用其附屬卡進行之交易。
- 12.3 卡公司可隨時終止任何信用卡之持卡人合約,而 毋須預先通知持卡人或向持卡人申述理由。在不 影響前文所載的一般原則下,卡公司有權將信用 卡列入註銷名單或通報中,而毋須預先通知而終 止持卡人合約;屆時,使用信用卡的權利將被撤
- 12.4 在持卡人或卡公司終止本合約後,持卡人須將信 <u>用卡交還或促使信用卡交還予卡公司。儘管本</u> <u>合約已終止,但在信用卡交還之前,持卡人仍</u> <u>須繼續對使用信用卡及據此記帳之一切收費承擔</u> <u>責任。除非直至卡公司終止信用卡或信用卡已交</u> <u>還予卡公司,否則任何終止信用卡之要求均屬無</u>
- 12.5 卡公司隨時可暫停、取消或終止信用卡及/或其 提供的任何服務及/或不批准其提供的任何擬進 行之交易,而毋須通知及申述理由
- 12.6 卡公司有權按聲稱持卡人者發出的任何口頭或書 面指示行事。對於卡公司採取有關行動而令持卡 人直接或間接蒙受或引致的任何性質的損失或損 害,卡公司毋須向持卡人承擔責任
- 12.7 如卡公司對聲稱持卡人者發出的任何口頭或書面 指示的真確性有所懷疑,則卡公司有權(絕對酌 情決定) 拒絕接受有關指引。對於卡公司拒絕指 示而令持卡人直接或間接蒙受或引致的任何性質 的損失或損害,卡公司毋須向持卡人承擔責任。
- 12.8 <u>對於有關暫停、取消、終止或不批准事宜而令持</u> <u>卡人直接或間接蒙受或引致的任何性質的損失或</u> 損害,卡公司毋須承擔責任。
- 12.9 信用卡於任何時間均屬卡公司所有。持卡人須於 收到要求後立即無條件地將信用卡交還或促使信 用卡交還予卡公司。
- 12.10倘卡公司已全數清償或同意清償持卡人租用或購 買的任何貨物及/ 或服務的款項,而持卡人同意 透過信用卡,按分期付款方式,將有關貨物及/ 或服務的全部或部分租金或購價付給卡公司,則 當時一切未清償分期欠款,將在基於任何理由終 止信用卡之後視作到期,並需即時向卡公司全數 付清。於信用卡終止後,持卡人須即時終止任何 及所有與任何第三方於終止日期之前認可或訂立 關於定期/經常以信用卡支付款項的安排。

13. 抵銷權利

- 13.1 持卡人不可撤銷地授權卡公司,可隨時及不時將 <u>持卡人於卡公司的所有或任何戶口合併,以抵銷</u> <u>持卡人所欠卡公司的欠款,而毋須預先通知。</u>
- 13.2 如發出附屬卡,卡公司
 - (a) <u>可用主卡持卡人在卡公司開立的任何其他戶</u> 口的貸方餘額,抵銷帳戶內任何及所有附屬 <u>卡持卡人所欠卡公司欠款的任何借方餘額;</u>
 - 只可用附屬卡持卡人在卡公司開立的任何其 <u>他戶口的貸方餘額,抵銷帳戶內該附屬卡持</u> 卡人所欠卡公司欠款的任何借方餘額。
- 13.3 附屬卡持卡人只須對該附屬卡持卡人所欠卡公司 <u>的帳戶結欠承擔責任(但毋須承擔主卡持卡人或</u> <u>其他附屬卡持卡人的責任)。然而,附屬卡持卡</u> <u>人可(自行決定)清償主卡持卡人及/或其他附</u> <u>屬卡持卡人所欠的帳戶結欠。所有附屬卡持卡人</u> <u>同意及確認,任何附屬卡持卡人所作出任何超越</u>

該附屬卡持卡人所欠卡公司的帳戶結欠的款項, <u>應不可撤銷地被視作自願付款,以清償主卡持卡</u> <u>人及/ 或其他附屬卡持卡人所欠的帳戶結欠,並</u> 按卡公司不時絕對酌情決定的先後次序及優先次 序清償。

14. 授權扣帳

<u>持卡人確認所欠卡公司的欠款可以不同形式償</u> 還。持卡人不可撤銷地授權及指示中國銀行有限 公司澳門分行及大豐銀行有限公司「(銀行」), 全體及各自將持卡人於銀行持有的戶口(不論屬 單獨或與其他人仕聯名持有,亦不論款項是否已 <u>到期或已到期應付)的結餘或其部份款項扣帳及</u> <u>付予卡公司,以償還持卡人對卡公司根據本合約</u> 的欠款,而毋須預先通知持卡人。持卡人同意卡 <u>公司可向銀行披露上述授權及指示,持卡人將在</u> 其合理能力範圍內作出及簽署或安排作出及簽署 每一需要的行動、文件或事情,以執行上述授權 及指示,並支付費用。持卡人亦同意銀行依據此 第14條行事,毋須為引致持卡人損失承擔責任, 而卡公司亦毋須為銀行依據此第 14 條行事而產 生的任何透支利息及/或手續費承擔責任。

15. 持卡人對代收帳款費用與法律開支所負責任

- 15.1 <u>在毋須向持卡人作出預先通知的情況下,卡公司</u> <u>有權委任代收帳款的機構及/或展開法律程序,</u> <u>向持卡人收取及/或追收任何本合約所載不時所</u> 欠卡公司的欠款。在適用法例及規則的規限下, 卡公司毋須對此等機構或其職員所作的任何作 <u>為、行為、遺漏或疏忽承擔責任(不論關乎合約</u> <u>或侵權行為)。</u>
- 15.2 持卡人須就以下各項向卡公司作出彌償:
 - <u>卡公司在追討持卡人因本合約所欠卡公司之</u> 欠款而合理地引致的一切法律費用及開支;
 - (b) <u>卡公司委托代收帳款機構而合理地引致之一</u> <u>切費用及開支,惟可向持卡人收回的代收帳</u> <u>款費用總額,在一般情況下不會超過持卡人</u> 須負責支付未清償帳戶總結欠的 30%。

16. 自動櫃員機與其他服務

- 16.1 持卡人於自動櫃員機、售點終端機或其他裝置 (統稱為「電子裝置」) 使用信用卡作現金透支 或進行其他交易,須受本合約及有關任何其他通 過信用卡提供的服務的條款及條件所規管。
- 16.2 若使用信用卡於任何電子裝置進行的交易未能完 成(不論任何原因),或任何電子裝置或信用卡 失靈及/或失效,卡公司概不對持卡人承擔任何
- 16.3 儘管本文載有任何相反規定,持卡人必須對涉及 任何人於任何電子裝置使用信用卡的所有交易負 上絕對責任,不論
 - (a) 該使用是否得到持卡人授權或批准;
 - 持卡人於有關時間是否得悉該使用
 - 該使用是否違背持卡人的意願 使用是否基於或涉及一切人士的任何違法行 為,包括(但不限於)非法暴力或威脅使用 非法暴力,或刑事恐嚇,或任何形式的詐騙;
 - (e) 持卡人是否已經就信用卡的遺失或被竊,或 任何上述的違法行為,而通知卡公司或任何
- <u>持卡人須就有關交易而引致的任何損失、損害、</u> <u>索償及責任,以及一切合理費用及支出向卡公司</u> <u>作出彌償。</u> 16.4 持卡人不得將其私人密碼告知他人或供他人使

17. 交易紀錄

17.1 卡公司所存一切有關使用信用卡之交易紀錄(包 括在任何自動櫃員機的運作紀錄),均為該等運 作的確證, 並對持卡人具約束力。

18. 個人資料與帳戶資料

卡公司。

- 18.1 持卡人確認已收妥、閱讀及明白不時由卡公司及 其某些相關實體發出的資料政策通告,或以任何 名稱發出有關個人資料的使用、披露及轉移的-般政策的其他文件(可經不時修訂)「(資料政策 通告」),並同意受其內容所約束。資料政策通告 最新文本可於卡公司澳門辦事處、中國銀行股份 有限公司澳門分行或大豐銀行索取或於卡公司網 站(網址 www.boci.com.hk)瀏覽。
- 18.2 持卡人授權卡公司按照資料政策通告,使用卡公 司擁有有關持卡人及/ 或帳戶的任何資料。
- 18.3 持卡人授權卡公司,可聯絡任何資料來源以取得 有關帳戶運作所需的資料。卡公司進一步獲得持 卡人授權,將此等資料與持卡人提供的資料進行 比對,以作查核用途或用以產生更多資料。持卡 人亦同意卡公司在有需要時將比對結果用作對持 卡人採取適當行動,無論此等行動會否對持卡人 不利。
- 18.4 卡公司須遵照任何適用的法律及規則使用一切持 卡人的個人資料。
- 18.5 倘持卡人在信用卡之申請表格所載的資料有任何 轉變包括(但不限於)就業或業務及住址或通訊 地址的轉變,持卡人須即時書面通知卡公司。

18.6 如持卡人去世,持卡人的遺產代理人須即時通知

- 18.7 卡公司會對有關持卡人的資料保密,惟除非同意 為法律所禁止,否則持卡人同意卡公司將有關持 卡人的任何資料轉移及披露至卡公司之控股公 司、分行、附屬公司、代表辦事處、附屬成員及 代理人及由卡公司或上述任何一方所挑選的任何 第三方(包括任何網絡、交易所及結算所)(各「受 讓人」),不論其所在地,以作出保密的用途(包 括用於資料處理、統計、信貸及風險分析的目 的)。卡公司及任何受讓人可按香港或任何海外 司法管轄區之任何法律、法院、監管機構或法律 程序將任何該等資料轉移及披露予任何人士。此 第7款在受資料政策通告的規限下將適用於持卡
- 18.8 持卡人同意持卡人的資料被轉移至澳門以外的其 他司法管轄區,並同意由第三方代表卡公司在澳 門境內或境外使用、處理及儲存持卡人的資料。 卡公司將與第三方訂立合約,以採取合理的謹慎 措施為持卡人的資料保密,並遵守、符合本地的 法律及規則。本地及海外的監管及司法機構可在 若干情況下取用持卡人的資料。
- 18.9 持卡人確認及同意由卡公司向持卡人提供的有關 交易/服務的若干服務、操作及處理程序,可不 時由卡公司外判至卡公司的區域或全球處理中 心、控股公司、分行、附屬公司、代表辦事處、 附屬成員及代理人及由卡公司或上述任何一方所 挑選的任何第三方,不論其所在地,而此等服務 供應商可不時為着及就其執行之服務及程序獲取 有關持卡人及/或帳戶及/或卡公司向持卡人提 供的交易和服務的資料。

19.1 持卡人根據本合約所發出的任何通知,必須以書 面寄往卡公司於澳門南灣大馬路 517 號南通商業 大廈 11 樓 B 座的地址。

- 19.2 在不影響其他通訊方式的情況下,持卡人將在下 列情況下被視為已收悉任何月結單、通知、繳費 通知書或其他通訊
 - (a) 已在卡公司澳門辦事處張貼 3 個營業日; 在一份澳門報章刊登的3個營業日後;
 - 在卡公司網站刊登; 留交於持卡人在卡公司記錄中的任何地址
 - 或郵寄予該地址 48 小時後 (或如屬香港或 澳門以外地址則為 7 日後); (e) 以電子郵件、訊息或圖文傳真發送往持卡人 在卡公司記錄中的電郵地址、設備或圖文傳
 - 真號碼;或 當透過電話或以其他口頭通訊轉達時(包括

留下話音訊息)。 即使郵件被退還(如屬郵寄),或持卡人已身故或 喪失能力。「營業日」指卡公司在澳門開門營業

的日子,不包括週日及公眾假期。 20. 修訂

- 20.1 卡公司可不時(酌情決定)修改本合約的任何條 <u>款及條件及/ 或收費表,惟於對持卡人的費用、</u> 收費及責任或義務有所影響的任何修改條款及條 件生效之前,卡公司將發出通知,若有關修改是
- <u>在卡公司控制範圍以外則不在此限。</u> 20.2 若於本合約的條款及條件或收費表的任何修改生 效日期後,持卡人依然保留或繼續使用信用卡, 將構成持卡人接受有關修改。
- 20.3 若持卡人並不接受卡公司的建議修改,持卡人只 可按照第 12.1 條或 12.2 條(視乎情況而定)終 止信用卡。
- 20.4 倘持卡人於合理時限內,根據第 20.3 條終止信 用卡,如信用卡的年費或其他定期費用可分開區 別,而所涉金額並非微不足道,則卡公司可(酌 情決定)按比例退還信用卡的年費或其他定期費

21. 法律與司法管轄權

21.1 本合約受香港法律管轄,並依照香港法律詮釋。 持卡人不可撤銷地接受香港法院的非專有司法管

轄權管轄。

22.1 本合約備有中、英文兩個版本。如兩個版本的詮 釋中有所抵觸或偏差,則以英文版本為準。

22.2 倘本合約的任何條款及條件於任何時間變為違

法、無效或不可強制執行,則其餘條款及條件皆 不會因而受影響或損害。 22.3 本合約對持卡人的每名承繼人、遺產代理人及合

法代表持卡人行事之人均具約束力。

- 22.4 即使卡公司並不採取行動或遺漏或延遲行使或強 制執行本合約任何條款及條件所載的任何權利, 亦不會構成放棄有關權利,而單項或局部行使任 何權利或行使任何權利時有不妥之處,並不妨礙 另行或進一步行使有關權利,亦不妨礙行使任何 其他權利。
- 22.5 持卡人不可轉讓本合約所載的持卡人權利及/或 義務。卡公司可將本合約所載的任何卡公司權利 及義務轉讓予任何第三方。

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中銀信用卡 (國際) 有限公司 信用卡使用說明

本使用説明旨在提供有關使用中銀信用卡、中銀商務 卡、美元白金卡、中銀循環「易達錢」的一般説明資 料以供持卡人參考。有關在本使用説明中所使用的用 詞及詞彙的涵義,請參閱持卡人合約。

- 1. 持卡人需要採取合理步驟妥善存放信用卡,並將個 人識別密碼(「私人密碼」)保密以防止欺詐行為:
 - (i) 持卡人在牢記私人密碼後應立即將印有私人密碼的函件銷毀;絕對不可在信用卡上或任何其他經常與信用卡放在一起或放在信用卡附近的物品上寫上私人密碼;切勿直接寫下或記下私人密碼而不加掩藏;切勿使用容易讓人取得的個人資料作為私人密碼,如身份證號碼、電話號碼、出生日期等;切勿以該私人密碼接駁其他服務(如接連互聯網或其他網址);切勿將私人密碼告知任何人士。
 - (ii) 信用卡和私人密碼只供持卡人專用,切勿讓任何其他人士使用信用卡或私人密碼。收到新卡後,持卡人須立即在信用卡背面簽名欄簽署及如卡公司要求,確認收妥新卡或按照卡公司要求的其它方式使新卡生效。切勿劃刮信用卡或將信用卡存放於可能使信用卡磁帶及/或晶片失效的磁場附近。
 - (iii) 持卡人須遵守卡公司所發出的程序、指示及不時提供的保安建議使用信用卡。
- 2. 持卡人可要求卡公司不發出私人密碼。
- 3. 持卡人使用信用卡簽賬及作現金透支時,須遵守由 卡公司不時訂定的信貸安排的信用額。持卡人透過 自動櫃員機作現金透支,將進一步受卡公司訂定的 每日透支額所限。自動櫃員機每日現金透支限額分 別為:

VISA/萬事達卡 港幣20,000元 商務卡 港幣10,000元 萬事達美元白金信用卡 美元1,300元 中銀循環「易達錢」 港幣20,000元

4. 受持卡人合約所限的情況下,持卡人可透過自動櫃員機、銷售點終端機或其他裝置(統稱「電子裝置」)作現金透支或進行其他交易(當中包括在本港或境外之自動櫃員機服務須受卡公司隨時修訂的個別每日交易限額及服務範圍限制)。持卡人透過電子裝置使用的服務,除受持卡人合約所限外,還受任何其他通過信用卡提供的服務的條款及條件(包括但不限於銀行訂定的「服務條款」及「零售銀行服務一般説明」)所規管。持卡人在透過境外自動櫃員機作現金透支前,必須先透過卡公司不時公佈的方式

及渠道,要求設定香港境外自動櫃員機提款功能, 並設定交易詳情。

- 5. 如發現信用卡/私人密碼遺失、被竊或被盜用,或有 其他人知道私人密碼或被未經授權使用,持卡人須 立即致電24小時熱線(852) 2544-2222通知卡公司 及向警方報失;並且須在24小時或卡公司所規定的 時間之內,以書面確認報失,並由卡公司確認已收 到該報失報告,及/或辦理卡公司不時訂明的其他程 序。
- 6. 持卡人須於結單日起計60日之內,以結單上列載的 途徑通知卡公司結單上所有未經授權、錯誤及有質 疑的交易記錄。否則,卡公司有權將結單上所載的 交易記錄當作在各方面均為真實及正確。
- 7. 如果在持卡人通知卡公司其遺失或被竊信用卡/私人密碼或有其他人知道其私人密碼前,有關的信用卡被用作未經授權交易,則持卡人可能需要承擔有關的損失。在受上述第5條規限的情況下,若持取以真誠態度及應有謹慎行事(包括根據第1條採與授權使用信用卡),並無作出任何欺詐或嚴重疏忽行為解使用信用卡),並無作出任何欺詐或嚴重疏忽行為所則持卡人對信用卡遺失、被竊或被未經授權使用負責任,將不會超過港幣500元或卡公司不時通知持卡人之最高限額(受制於適用法例或監管指引不時訂明之最高限額)。此限額僅適用於與有關信用卡戶口關連的損失,且並不涵蓋現金透支。
- 8. 如損失是因持卡人的欺詐行為引致的,持卡人須承擔所有損失;如損失是因持卡人的嚴重疏忽引致的,或在發現遺失或被竊信用卡後未有立即通知卡公司,或未能遵照上述第1段及第5段之規定,或卡公司就信用卡及私人密碼保安不時訂定的其他要求,或有關未經授權使用信用卡涉及在持卡人知情或不知情下使用持卡人的私人密碼,則持卡人將有可能須承擔所有損失。持卡人須就因而引致卡公司的一切開支及損失向卡公司作全數彌償。
- 9. 如獲發附屬卡,主卡持卡人須對附屬卡持卡人及/或透過使用附屬卡進行的任何及所有交易及/或引致的責任而向卡公司承擔責任;而附屬卡持卡人只須對其使用其附屬卡進行的交易及/或引致的責任承擔責任。若屬商務卡,該商務卡申請人須(與每名商務卡持卡人共同及各別)對商務卡持卡人及/或透過使用商務卡進行的任何及所有交易及/或引致的責任向卡公司承擔責任;而商務卡持卡人只須對其使用其商務卡進行的交易及/或引致的責任承擔責任。
- 10.所有適用的費用和收費,包括年費、與現金透支有關的任何費用(包括任何手續費和任何額外現金透支收費)、任何過期還款費用等和釐訂有關費用及收費的程序、適用於以外幣進行的交易或跨境交易的匯率及/或徵費的計算方法、釐訂利息或財務費用所

用的基準,以及有關支付期限,包括年利率、免息期、因使用信用卡進行交易(包括現金透支)而產生的結欠開始累計利息或財務費用的時間,以及會徵收該等利息或財務費用的期限均已詳列於信用卡收費表及主要條款及細則摘要。持卡人必須確保他/她知悉並理解在持卡人合約、收費表和主要條款及細則摘要中所述的各項利息、費用和收費。

- 11. 如欲取消常行付款授權指示,例如流動電話服務月費,持卡人應直接聯絡有關商戶以作出適當安排。
- 12. 商戶退款不可當作付款以抵銷已出月結單之結欠, 退款款項將撥於下期結單。
- 13.卡公司抵銷債務權利:
 - (i) 持卡人不可撤銷地授權卡公司,可隨時及不時 將持卡人於卡公司的所有或任何戶口合併,以 抵銷持卡人所欠卡公司的欠款,而毋須預先通 知。
 - (ii) 如發出附屬卡,卡公司:
 - (a) 可用主卡持卡人在卡公司開立的任何其他 戶口的貸方餘額,償還任何及所有附屬卡 持卡人所欠卡公司的款項;
 - (b) 只可用附屬卡持卡人在卡公司開立的任何 其他戶口的貸方餘額,償還該附屬卡持卡 人所欠卡公司的款項(但毋須承擔主卡持卡 人或其他附屬卡持卡人的款項)。
 - (iii) 附屬卡持卡人可(自行決定)清償主卡持卡人及/或其他附屬卡持卡人所欠卡公司的款項。附屬卡持卡人所作出任何超越該附屬卡持卡人所欠卡公司的款項的還款,應不可撤銷地被視作自願付款,以清償主卡持卡人及/或其他附屬卡持卡人的款項。
 - (iv) 如發出商務卡,
 - (a) 商務卡申請人不可撤銷地授權卡公司,可 隨時及不時將商務卡申請人於卡公司的總 賬及其他戶口合併,以抵銷商務卡申請人 所欠卡公司的欠款,而毋須預先稱知;及
 - (b) 商務卡持卡人不可撤銷地授權卡公司,可 隨時及不時將商務卡持卡人於卡公司的支 賬及其他戶口合併,以抵銷商務卡持卡人 所欠卡公司的欠款,而毋須預先通知。

14.授權扣賬

(i) 持卡人不可撤銷地授權及指示中國銀行(香港) 有限公司、南洋商業銀行有限公司及集友銀行 有限公司(「銀行」),全體及各自在卡公司要 求下將持卡人於銀行持有的戶口(不論屬單獨 或與其他人仕聯名持有,亦不論款項是否已到 期或已到期應付)的結餘或其部份款項扣賬及付 予卡公司,以償還持卡人對卡公司根據本合約 的法律責任,而毋須預先通知持卡人。 (ii) 如屬商務卡,商務卡申請人及商務卡持卡人各自不可撤銷地授權及指示銀行,全體及各自將其於銀行持有的戶口(不論屬單獨或與其他人仕聯名持有,亦不論款項是否已到期或已到期應付)的結餘或其部份款項扣賬及付予卡公司,以償還商務卡申請人及商務卡持卡人各自對卡公司根據本合約的法律責任,而毋須預先通知商務卡申請人及商務卡持卡人。

15.對商戶的投訴程序:

如持卡人在使用信用卡時受到商戶不公平對待,持 卡人應記錄該商戶資料及當時情況,並致電或致函 通知卡公司。持卡人應向卡公司提供其信用卡號碼 及聯絡電話,以便卡公司與持卡人保持聯絡及跟進 有關投訴。

16. 對卡公司的投訴程序:

如持卡人對卡公司運作程序或任何職員有任何意見,持卡人應記錄有關資料詳情,並致電或致函通知卡公司。持卡人應向卡公司提供其信用卡號碼及聯絡電話,以便卡公司與持卡人保持聯絡及跟進有關投訴。

- 17.卡公司可隨時及不時修訂本使用説明。最新文本可於卡公司主要營業點索取,或卡公司網站(網址www.boci.com.hk)瀏覽。
- 18.本使用説明備有英文和中文兩個版本。如兩個版本的詮釋中有所抵觸或偏差,則以英文版本為準。如本説明所載條款及條件與有關持卡人合約之間有任何不相符之處,概以該持卡人合約所載者為準。

中銀信用卡分期付款計劃條款及細則

本條款及細則適用於2009年10月5日或之後批核 的分期計劃。

1. 分期付款計劃

除卡公司不時決定不納入以下分期計劃的信用卡帳戶外,任何信用卡帳戶的持卡人(「申請人」)可根據本條款及細則申請以下由卡公司提供的分期計劃:

- (a) 信用卡現金分期 (「現金分期計劃」); 或
- (b) 月結單分期付款(「月結單分期計劃」) (現金分期計劃及月結單分期計劃均一併指 「分期計劃」)

本條款及細則將納入規限信用卡帳戶的持卡 人合約(「持卡人合約」),並成為持卡人合 約的一部份。兩者如有任何不相符之處,在 該不相符之處,則以本條款及細則所載為 準。本條款及細則所用的詞語應與持卡人合 約所用的有關詞語具有相同涵義。

2. 申請

- 2.1 卡公司可絕對酌情決定接受或拒絕分期計劃 的申請而毋須提供任何理由。
- 2.2 就月結單分期計劃,若申請人擬通過月結單 分期付款方式償還任何交易,應於進行有關 交易前向卡公司查詢。
- 2.3 卡公司將會以書面通知申請人其任何分期計劃的申請是否已獲批核。卡公司不會就申請人因其申請被拒絕而產生的任何損失或責任負責。申請一經批核,將不能取消或更改,申請人須接受有關批核通知書上的條款。
- 2.4 (a) 就現金分期計劃,現金分期的總金額 (「現金分期金額」)最少為卡公司不時 於有關申請表或宣傳單張內列出的最低 金額,惟不得高於卡公司不時參照帳戶 之可用信用限額而釐定的最高金額。 卡 公司可絕對酌情決定現金分期金額,申 請人不可撤銷地同意接受,不論卡公司

實際批核現金分期金額是否低於其申請 之現金分期金額。

(b) 就月結單分期計劃,月結單分期總金額 (「月結單分期金額」)最少為卡公司不 時於有關申請表或宣傳單張內列出的最 低金額,並不得高於卡公司不時參照帳 戶之信用限額而釐定的最高金額。

3. 批核

當申請獲批核後:

- (a) 就現金分期計劃,卡公司將於申請批核 後的合理時間內按卡公司接納的方法向 申請人發放該現金分期金額。申請人需 承擔所有與發放現金分期金額有關的收 費及費用,而所有有關收費及費用將會 於發放現金分期金額時記入帳戶內。
- (b) 就月結單分期計劃,申請人將於其後的 到期付款日向卡公司繳付已扣除月結單 分期金額後的金額。

4. 一次性行政費及每月手續費

- 4.1 <u>卡公司會就分期計劃向申請人收取一次性行政費(如有)(「一次性行政費」)及通知申請人有關金額及收取方式或於申請表中指明,</u>並於申請批核通知書中確認。
- 4.2 <u>卡公司會就分期計劃向申請人收取每月手續費(如有)(「每月手續費」)及通知申請人有關金額及收取方式或於申請表中指明,並於申請批核通知書中確認。</u>

5. 還款

- 5.1 現金分期金額或月結單分期金額及每月手續費(如有)將以每月等額分期償還(「每月分期」),而分期付款期數將為申請人向卡公司申請及被卡公司批核之期限,並於申請批核通知書中確認。每月分期金額須調整至最接近的小數點後第二個位。
- 5.2 卡公司獲權可酌情於每月分期中攤銷現金分期金額或月結單分期金額及每月手續費(如有)。如申請人提前償還,未必可減少其須支付的每月手續費金額。
- 5.3 卡公司將按情況而定,於現金分期金額發放

日或月結單分期計劃批核日後的下一個工作 天,在帳戶內記入第一個每月分期及一次性 行政費(如有)。而其後的每月分期將於其後 每月的對應日期記入,如任何一個曆月並無 對應的日期,則為該月的最後一日,或如該 日並不是卡公司之工作日,則為上一個工作 日,或該有關每月分期因卡公司不能控制之 情況下而不能記入帳戶內,卡公司將按慣例 處理有關記帳。

6. 信用限額

按情况而定,於:

- (a) 發放現金分期金額時: 或
- (b) 月結單分期計劃批核後;

帳戶內可動用的信用限額將(如未減低)按現金分期金額或月結單分期金額相應減低,並在每次支付每月分期後相應提升。

7. 提前環款及退款

- 7.1 申請人可向卡公司以書面申請提前償還分期 計劃的全部而非部份金額。申請獲得批核 後,卡公司會即時將所有尚未償還之每月分 期、一次性行政費(如有)(如未記入帳戶)及 卡公司不時決定並通知申請人的提前還款手 續費(「提前還款手續費」)記入帳戶內。
- 7.2 就月結單分期計劃,如就貨品或服務有任何 退款,當卡公司收妥由有關商戶退回的有關 款項後,該款項將記入帳戶內。有關記入帳 戶內的退款將依據持卡人合約內有關償還帳 戶結欠的先後次序的條款處理。申請人確認 卡公司毋須與有關商戶核對有關退款金額。

8. 終止分期計劃

儘管本文另有規定,如帳戶有任何欠繳紀錄 或帳戶因任何原因遭終止或暫停,或卡公司 合理地認為需保障其利益時,卡公司可隨時 記入所有尚未償還之每月分期、一次性行政 費(如有)、提前還款手續費及任何收費於帳 戶內而毋須事先通知申請人。

9. 授權

<u>申請人不可撤銷並授權卡公司將所有每月分</u> 期、一次性行政費(如有)、提前還款手續費 及收費(如有)記入帳戶內;為此,申請人需在帳戶內預留足夠的信用限額。卡公司有權於帳戶內記入任何款項,儘管有關信用額度可能因此被超越。申請人需對所有結欠負責,並需按收費表支付超越信用限額的費用。

10. 收費及費用

就現金分期計劃,所有每月分期、一次性行政費(如有)、提前還款手續費及收費(如有)將視作為現金透支交易處理,而就月結單分期計劃,將視為零售簽帳處理。所有持卡人合約中有關現金透支或零售簽帳(按情況而定)的利息、財務費用及其他收費(如有)的條款均適用。分期計劃將可能收取利息、財務費用或其他收費。

11. 其他

- 11.1 申請人向卡公司保證所有就申請分期計劃而 向卡公司提出之資料及文件均為真實及正 確,並承諾在上述資料及/或文件有任何更改 時通知卡公司。
- 11.2 卡公司可有絕對酌情決定任何與分期計劃有關的事項,而所有有關決定為最終的並對申請人有約束力(除有明顯的錯誤外)。
- 11.3 申請人授權卡公司就分期計劃或與分期計劃 有關的情況下向有關商戶收取及保留任何有 關的佣金、回扣、利益及/或其他益處。
- 11.4 申請人授權卡公司可向就分期計劃有關之人 仕透露、使用或交換任何有關申請人的分期 計劃的資料。
- 11.5 卡公司有權向申請人發出書面通知更改本條款及細則。
- 11.6 本條款及細則如中英文本有任何分歧,則以 英文版本為準。

中銀信用卡(國際)有限公司 免息消費分期計劃條款及細則

1. 免息消費分期計劃

除卡公司不時決定不納入以下分期計劃的信用卡帳戶外,任何信用卡帳戶的持卡人(「申請人」)可根據本條款及細則申請由中銀信用卡(國際)有限公司(「卡公司」)提供的免息消費分期計劃(「免息消費分期計劃」)。本條款及細則將納入規限信用卡帳戶的持卡人合約(「持卡人合約」),並成為持卡人合約的一部份。兩者如有任何不相符之處,在該不相符之處,則以本條款及細則所載為準。本條款及細則所用的詞語應與持卡人合約所用的有關詞語具有相同涵義。

2. 借貸交易不設退款

- 2.1 <u>免息消費分期計劃為卡公司提供予申請人的貸款。卡公司向申請人貸出免息消費分期總金額(「免息消費分期金額」),不會超過顯示於相關銷售單據(「單據」)上之貨品及/或服務購買價,上限為卡公司不時參照帳戶之可用信用限額</u>而釐訂的最高金額。
- 2.2 即使就有關貨品及/或服務發生任何爭議或投訴, 包括但不限於有關商戶未有提供相關貨品及/或 服務,申請人亦必須按本條款及細則及持卡人合 約向卡公司償還所有免息消費分期計劃的應付款 項。無論在任何情況下,申請人償還予卡公司的 所有免息消費分期計劃還款將不獲退還,申請人 必須償還免息消費分期金額及其他費用及收費之 全數予卡公司。
- 2.3 申請人知悉及同意就有關貨品及/或服務的買賣交易為申請人與該商戶之間的交易,及先行付款而於稍後日期收取有關貨品及/或服務。就有關貨品及/或服務的任何爭議或投訴,申請人必須自行直接與該商戶解決。卡公司對商戶出售及供應的貨品及/或服務之所有事宜概不負任何責任。無論在任何情況下,卡公司沒有責任為申請人處理有關爭議或投訴。
- 2.4 <u>由於免息消費分期計劃並非一般信用卡交易,卡</u> 組織差錯處理條例並不適用。

3. 申請

- 3.1 卡公司可絕對酌情決定接受或拒絕免息消費分期 計劃的申請而毋須提供任何理由。
- 3.2 卡公司將會以書面或於單據上通知申請人其任何 分期計劃的申請已獲批核。<u>卡公司不會就申請人</u>

因其申請被拒絕而產生的任何損失或責任負責。

3.3 申請一經批核,申請人將不能取消或更改有關申請,並須受本條款及細則、持卡人合約及有關批核通知書或單據上的條款所約束。

4. 批核

申請人不可撤銷地授權卡公司,於申請獲批核後,卡公司將以申請人的名義將免息消費分期金額一次過支付予商戶,用以購買有關貨品及/或服務。

5. 還款

- 5.1 <u>免息消費分期金額將以每月等額分期償還(「每月分期」),而還款期將為申請人向卡公司申請及卡公司批核之期限,並於申請批核通知書中或單據上確認。每月分期須調整至最接近的小數點後第二個位。</u>
- 5.2 卡公司將於免息消費分期計劃獲批核時在帳戶內 記入第一次每月分期。而其後的每月分期將於下 一結單日後的第1個工作日內記入,如任何一個 曆月並無對應的日期,則為該月的最後一日,或 如該日並不是卡公司之工作日或該有關每月分期 因卡公司不能控制之情況下而不能記入帳戶內, 卡公司將按慣例處理有關記帳。

6. 信用限額

於免息消費分期計劃獲批核時,帳戶內可動用的 信用限額將(如未減低)按免息消費分期金額相應 減低,並在每次支付每月分期後相應提升。

7. 提早還款及退款

- 7.1 <u>申請人可向卡公司以書面申請提前償還全部而非部份尚未償還之每月分期。申請獲得批核後,卡公司會即時將所有尚未償還之每月分期及提前還</u>款手續費(如有)記入帳戶內。
- 7.2 如貨品或服務有任何退款,當卡公司收妥由有關商戶退回的有關款項後,該款項將記入帳戶內,所有尚未記入帳戶內的每月分期及提前還款手續費(如有)將同時記入帳戶內。有關記入帳戶內的退款將依據持卡人合約內有關償還帳戶結欠的先後次序的條款處理。申請人確認卡公司毋須與有關商戶核對有關退款金額。

8. 終止免息消費分期計劃

儘管本文另有規定,如帳戶有任何欠繳紀錄或帳 戶因任何原因遭終止或暫停,或卡公司合理地認 為需保障其利益時,卡公司可隨時記入所有尚 未償還之每月分期於帳戶內而毋須事先通知申請 人。

9. 授權

申請人不可撤銷並授權卡公司將所有每月分期及 提前還款手續費(如有)記入帳戶內;為此,申請人 需在帳戶內預留足夠的信用限額。卡公司有權於 帳戶內記入超越當時信用額度的任何款項,申請 人需對所有結欠負責,並需按收費表支付超越信 用限額的費用。

10. 收費及費用

所有每月分期及提前還款手續費(如有)將視作為 零售簽帳交易處理。所有持卡人合約中有關零售 簽帳(按情況而定)的利息、財務費用及其他收費 (如有)的條款均適用。如申請人未能於到期付款 日或之前全數繳付該期結單的結欠金額,須按持 卡人合約條款支付利息、財務費用及其他收費 (如有)。免息消費分期計劃將可能收取利息、提 前還款手續費(如有)或其他收費。

11. 其他

- 11.1 申請人向卡公司保證所有就申請免息消費分期計劃而向卡公司提出之資料及文件均為真實及正確,並承諾在上述資料及/或文件有任何更改時通知卡公司。
- 11.2 卡公司可絕對酌情決定任何與免息消費分期計劃 有關的事項,而所有有關決定為最終的並對申請 人有約束力(除有明顯的錯誤外)。
- 11.3 申請人授權卡公司就免息消費分期計劃或與此有關的情況下向有關商戶收取及保留任何有關的佣金、回扣、利益及/或其他益處。
- 11.4 申請人授權卡公司可向就免息消費分期計劃有關 之人仕透露、使用或交換任何有關申請人的分期 計劃的資料。
- 11.5 卡公司有權向申請人發出書面通知更改本條款及 細則。
- 11.6 本條款及細則如中英文本有任何分歧,則以英文版本為進。

中銀VISA / 萬事達信用卡各項服務收費一覽表(a)

牛效日期:2020年5月11日

1.

VISA 普通卡/萬事達普通卡

每年港幣220元 • ± ±

附屬卡 VISA 金卡/萬事達金卡/萬

每年港幣110元

事達鈦金卡 主卡

附屬卡

毎年港幣480元 每年港幣240元

VISA 白金卡/萬事達白金

主卡 附屬卡 每年港幣1,500元 每年港幣1,000元

港幣300元

每年港幣980元

澳門/海外地區每次4.5%

(最低収費港幣30元)另加

港幣20元(如使用

PLUS/CIRRUS櫃員機網絡

透支現金,則另加港幣25

元)(在內地銀行櫃檯透支

現金加收總透支金額4%)

消費簽賬年息:28.80%

現金透支年息:28.80%

最低付款額之5%(最低為

港幣130元,最高為港幣

總欠款金額的3%

(不低於港幣50元)

(最低収費港幣5元)

200元)

港幣100元

每張港幣50元

每張港幣30元

每張港幣100元

每張港幣100元

VISA SIGNATURE 卡

附屬卡

VISA INFINITE 卡 主卡

附屬卡

VISA /萬事達商務卡 入會費

VISA商務卡

• 萬事達商務卡

現金诱支(b) 手續費 2.

3. 最低還款額

4. 利息(c)

5. 逾期費用

退票/拒納自動轉賬手續費 6.

7. 索取月結單副本費用

8. 索取簽賬單據費用

9. 補發卡費用 外幣支票還款收費 10.

賬戶結餘退款收費 (d)

12. 外幣交易收費 港幣卡 澳門幣卡

每年澳門幣220元

每年澳門幣110元

每年澳門幣480元 每年澳門幣240元

每年澳門幣1,500元

每年澳門幣1,000元

每年澳門幣1,800元 每年澳門幣1,000元

每年澳門幣3.800元

每年澳門幣1.900元

澳門幣300元

每年澳門幣980元

澳門/海外地區每次4.5% (最低收費澳門幣30元)另加 澳門幣20元(如使用 PLUS/CIRRUS櫃員機網絡 透支現金,則另加澳門幣 25元)(在內地銀行櫃檯透支 現金加收總透支金額4%)

總欠款金額的3% (不低於澳門幣50元) 消費簽賬年息:28.80% 現金透支年息: 28.80%

(最低收費澳門幣5元) 最低付款額之5%(最低為澳

門幣130元,最高為澳門幣

澳門幣100元 每張澳門幣50元

每張澳門幣30元 每張澳門幣100元

每張澳門幣100元

每張港幣50元 每張澳門幣50元 (a) 以非原卡貨幣進行的交易,按 VISA/萬事達卡於本公司處

理該筆交易當日所釐定的兌換率,將交易金額折算為原卡 貨幣後另徵收1.95%手續費 (巴包括由 VISA/ 萬事達卡向本 公司徵收的1%收費),記入信用卡賬戶內。 (b) 使用萬事達卡 (i) 於澳門以外地區進行的原卡貨幣交易或

(ii) 以非原卡貨幣進行的交易,並於交易進行時已按即時 兌換率折算為原卡貨幣,均按交易金額另徵收0.95%手續 費(已包括中萬事達卡向本公司徵收的0.8%收費),記入 信用卡賬戶內。

每份港幣200元

每份澳門幣200元 每期月結單澳門幣100元

13. 資信證明書 14. 超越信用限額手續費 (e)

每期月結單港幣100元

註:

本表所列各項費用同時適用於所有中銀信用卡(國際)有限公司在澳門地區發行的中銀信用卡(包括大豐信用卡),並可不 時作出修訂

持卡人從信用卡賬戶中提取結餘款項或其任何部份(除非按卡公司不時訂明的退款程序進行)將被視作現金遞支處理。

利息同時適用於所有現金透支及使用「繳費易」服務繳費或轉賬之交易。 如結餘款項屬退稅交易退款,收費為該退款額的2%(最低收費港幣/澳門幣50元)。

若結欠金額超出信用卡之信用限額・卡公司將收取「超越信用限額手續費」・並記入信用卡賬戶內。

中銀信用卡(國際)有限公司

大豐銀聯雙幣信用卡持卡人合約

中銀信用卡(國際)有限公司(「卡公司」)及大豐銀行 有限公司(「銀行」),以本持卡人合約(「本合約」) 下列條款及條件發出信用卡(詳見下文釋義)

1.1 在本合約中,除文義另有所指,否則以下詞語應

「帳戶」指由卡公司以持卡人名義開立及維持, 並用作記入收費之澳門幣帳戶或人民幣帳戶 「附屬卡」指由卡公司在主卡持卡人及其提名之 附屬卡持卡人共同要求下,發給該附屬卡持卡人 之信用卡

「附屬卡持卡人」指任何以其名義獲發附屬卡之

「自動櫃員機」指在聯網內及卡公司不時公布的 其他網絡使用的任何自動櫃員機

「信用卡」指由卡公司發出之任何雙幣信用卡, 包括受本合約規限的主卡及附屬卡,以及信用卡 之任何續發新卡或補發卡

「持卡人」指任何以其名義獲發信用卡之人,包 括主卡持卡人及附屬卡持卡人(視乎文意所指者

「收費」指所有使用信用卡購買貨物及/或服務 及/或作現金透支之全部總值或金額,以及所有 有關之費用、收費、利息、訴訟費及開支

「人民幣」指人民幣,中華人民共和國之法定貨幣等 「人民幣帳戶」指由卡公司以持卡人名義開立及 維持,並為根據本合約使用信用卡作人民幣提存 記錄之人民幣帳戶

「銀聯」指中國銀聯股份有限公司,一所於中華 人民共和國成立之股份有限責任公司,並於中華 人民共和國上海設有總部

「收費表」指列載不時有效及適用於信用卡之年 費、現金透支手續費、逾期收費、利息及其他費 用及收費之附表

「香港」指中華人民共和國香港特別行政區 「澳門」指中華人民共和國澳門特別行政區 「澳門幣」指澳門元,澳門之法定貨幣

「澳門幣帳戶」指由卡公司以持卡人名義開立及 維持,並為根據本合約使用信用卡作澳門幣提存 記錄之澳門幣帳戶

「主卡」指由卡公司發給主卡持卡人之信用卡, 並透過該信用卡發出一張或多張附屬卡 「主卡持卡人」指任何以其名義獲發主卡之人;

「中國內地」指中華人民共和國任何部份,但並 不包括香港、澳門及台灣地區

「聯網」指貼有銀聯不時採用的標記的自動櫃員 機聯網及該等由卡公司不時指定之自動櫃員機聯

「新交易」就一份結單而言,指持卡人透過使用 信用卡引致任何收費的交易,而該交易於以下時

- (a) 於該結單上所載最後一宗透過使用信用卡完 成的交易的時間(「有關時間」)之後的任 何時間;或
- (b) 於有關時間之前的任何時間,如果該交易所 招致的收費於該結單日期仍未記入帳戶亦未

「私人密碼」就信用卡而言,指持卡人透過信用卡 獲取卡公司不時提供服務所需的個人識別密碼。 1.2 除非文意另有所指外,在本合約中,凡表示單數 之文字,其涵義包含複數,反之亦然;凡提述-

種性別,其涵義包含各種性別。 1.3 如文意許可或有所指,凡提述卡公司,將當作包 括提述其承繼人及承讓人。

信用卡之發出

2.1 卡公司可(酌情決定)根據本合約的條款及條件 向持卡人發出一張或多張信用卡。卡公司在發出 信用卡時,將開立及維持用以借記及/或貸記收 費的帳戶。

2.2 由主卡持卡人提出申請,並獲得卡公司(酌情決 定)批准後,卡公司可向該主卡持卡人提名的附 屬卡持卡人發出一張或多張附屬卡。

2.3 持卡人須於收到卡公司發出信用卡之後立即:

(a) 於信用卡上所預留之空白處簽署;及 (b) 按照卡公司的指示,簽署信用卡之確認收妥

回條並交回卡公司或根據卡公司指示的其他 <u>方式使信用卡生效。</u>

2.4 持卡人於信用卡上簽署或使用信用卡或使信用卡 生效,將構成持卡人接受本合約的條款及條件並 同意受其約束之確證。

2.5 卡公司一般將於信用卡到期前至少30天續發新 卡。除非於該30天期內卡公司收到終止信用卡 之書面通知,否則持卡人將被當作於到期日收到 續發新卡。持卡人使續發新卡生效或使用續發新 卡,或於信用卡到期日後繼續使用信用卡,將被 當作持卡人已接受續發新卡。

2.6 卡公司有權拒絕為持卡人失去或被竊之信用卡補 發新卡。卡公司有權就所發出之補發卡按照收費

表收取手續費。

3. 信用卡之使用

3.1 信用卡只限於持卡人專用於真誠地購買貨物及/ 或服務及/或作現金透支。持卡人不得將信用 卡用作任何其他用途,尤其不得用作任何違法用 途,包括(但不限於)作為任何違法交易的付款 用途。就在任何其他國家或中國內地使用信用卡 進行的信用卡交易,持卡人亦須遵守不時在該國 家或中國內地實施的所有法律及規定。

3.2 持卡人不得將卡轉讓予任何人,亦不得容許任何 人使用信用卡或以抵押方式典押信用卡作任何用

3.3 信用卡是以澳門幣和人民幣為貨幣單位,並只供 持卡人在中國內地、澳門及卡公司不時指定的地 方於使用銀聯 POS 系統或與之連接的商戶或財 務機構用於真誠地購買貨物及/ 或服務及/ 或於 自動櫃員機或銀行櫃位作現金透支之用及卡公司 不時提供的其他信用卡設施或服務。

3.4 所有以澳門幣為貨幣單位的信用卡交易,將記入 澳門幣帳戶內。所有以非澳門幣或非人民幣為貨 幣單位的信用卡交易收費,均會參考銀聯於折算 當日釐定的匯率折算為澳門幣,加上卡公司按收 費表收取的手續費 (若適用), 記入澳門幣帳戶

3.5 除第 3.6 條所述的情況下,所有以人民幣為貨幣 單位的信用卡交易收費,將記入人民幣帳戶內。

3.6 由於清算安排,某些以人民幣為貨幣單位的信用 卡交易,或因商戶或財務機構以澳門幣處理有關 信用卡的交易,包括但不限於經由銀通自動櫃員 機進行的提取現金的收費,其收費將可能記入澳 門幣帳戶內。

4. 信用限額

4.1 卡公司可不時(酌情)決定由卡公司發給持卡人 的任何信用卡的信用限額及/ 或現金透支限額及/ 或每日現金透支限額。如獲發附屬卡,主卡持卡 人及附屬卡持卡人可各自獲得獨立信用限額及/ 或現金透支限額,或按卡公司(絕對酌情)不時 決定之比例共用任何信用限額及/或現金透支限

4.2 持卡人須嚴格遵從卡公司不時釐定的信用限額、 <u>現金透支限額及每日現金透支限額,並在使用信</u> <u>用卡時不得超越該信用限額及/ 或現金透支限額</u> <u>及/或每日現金透支限額。持卡人不會因違反第</u> 4.2 條而得以減低或免除其對於因違反此條款所 <u>引致任何收費的付款責任,卡公司並有權按收費</u> <u>表列載的收費率收取手續費。</u>

4.3 於收到卡公司要求後,持卡人須即時向卡公司支 <u>付超越該信用限額的款項。</u>

4.4 卡公司有權就每次向持卡人提供現金透支服務, <u>根據收費表列載的收費率收取手續費。</u>

5. 帳戶結單與付款方法

5.1 <u>卡公司將每月或定期向持卡人寄發帳戶結單</u> <u>(「結單」),列明 (其中包括) 截至結單上所述</u> <u>月結期最後一日的帳戶 (包括澳門幣帳戶及人民</u> <u>幣帳戶) 結欠 (「結欠金額」) 及持卡人就有關結</u> 欠金額之最低還款額(「最低還款額」)及到期付 <u>款日 (「到期付款日」),除非自上期結單後並沒</u> 有新交易。

5.2 除非卡公司於結單日期起計60天內收到持卡人 <u>的書面通知指稱結單所載交易有誤,否則卡公司</u> <u>有權把該結單內所載之交易視作正確無誤。</u>

5.3 持卡人須於接獲結單後即時支付已到期付款之結 <u>欠金額。</u>

5.4 若卡公司在到期付款日或之前收到結欠金額,持 卡人則毋須就該結欠金額支付利息。<u>若卡公司在</u> <u>到期付款日時仍未收到或僅收到少於結欠金額之</u> <u>付款,持卡人則須按收費表列載之息率(該息率</u> 於法庭裁決前後均為適用)支付 (i) 該等尚未償還 <u>款項按日計算之利息,由結單日期起計,直至清</u> <u>還全部欠款為止及 (ii) 每一宗新交易之金額按日</u> <u>計算之利息,由該宗新交易之交易日起計,直至</u> <u>清還該金額之全部為止。所有利息將按月或定期</u> 記入帳戶。

5.5 <u>若卡公司在到期付款日或之前仍未收到或收到少</u> 於最低還款額之付款,則除須根據第5.4條支付 <u>未償還欠款應付之利息外,持卡人亦須支付按收</u> <u>費表列載之逾期收費。逾期收費將於下一結單日</u> <u>(「下一結單日」) 記入帳戶。</u>

5.6 持卡人支付任何款項的日期須被視為卡公司實際 收訖即可提用款項的當日。倘以銀行本票或任何 其他同類票據付款,則只會將扣除處理該銀行本 票或票據之一切收款、行政或手續費用後之淨額 記入帳戶內。

5.7 所有根據本合約繳交給卡公司以清還澳門幣帳戶 <u>之款項,須以澳門幣支付,但卡公司有權酌情</u> 接受其他貨幣之付款。如卡公司接受非澳門幣付 <u>款,該付款可根據卡公司釐定的匯率折算為澳門</u> 幣後記入澳門幣帳戶,而卡公司有權按收費表收 取兑換費(若適用),並記入澳門幣帳戶。在受第 5.11 條規限的情況下,清還澳門幣帳戶後的超額 款項,不可用作繳交人民幣帳戶內的未付結欠。

5.8 <u>所有根據本合約繳交給卡公司以清還人民幣帳戶</u> 之款項,須以人民幣支付,但卡公司有權酌情 接受其他貨幣之付款。如卡公司接受非人民幣付

<u>款,該付款可根據卡公司釐定的匯率折算為人民</u> 幣後記入人民幣帳戶,而卡公司有權按收費表收 取兑換費(若適用),並記入人民幣帳戶。若現金 付款的金額高於收款機構訂定之任何最高限額。 <u>該收款機構有權就該付款收取行政或手續費。在</u> 受第 5.11 條規限的情況下,清還人民幣帳戶後的 超額款項,不可用作繳交澳門幣帳戶內的未付結

5.9 <u>從持卡人收到之付款,將按以下先後次序或卡公</u> 司不時絕對酌情決定之其他先後次序用於償還帳

(a) 現金透支的利息;

(b) <u>零售消費的利息</u>

<u>服務收費或費用</u> 超越限額手續費及逾期費用;

<u>現金透支的本金結欠</u> 零售消費的本金結欠;

<u>年費;及</u>

<u>收款費用、法律費用及就卡公司執行本協議</u> <u>之費用。</u>

5.10 <u>如獲發附屬卡,主卡持卡人所付的款項,將按照</u> 卡公司不時絕對酌情決定的先後次序及優先次 <u>序,用於支付主卡持卡人及附屬卡持卡人各自所</u>

5.11 卡公司有權(絕對酌情決定)拒絕接受任何超越 <u>帳戶結欠金額的款項存入帳戶。若帳戶內有任何</u> <u>溢餘款項,卡公司有權在帳戶出現結欠金額時將</u> <u>該超額款項用以支付該結欠金額</u>

5.12 倘若在清還所有未付收費及卡公司向持卡人之申 <u>索後,帳戶仍然有任何結餘 (「結餘」),則卡公</u> <u>司可在任何時間主動或在合理時間內應持卡人要</u> <u>求或於主卡終止時向持卡人退還有關結餘。</u>

5.13 <u>澳門幣帳戶內的結餘,卡公司須以澳門幣退還。</u> <u>人民幣帳戶內的結餘,卡公司可按其獨有酌情權</u> <u>決定以澳門幣 (必先按卡公司釐定的匯率由人民</u> 幣折算至澳門幣)或人民幣於澳門境內其指定的 地點及方式退還。卡公司有權就每次退還結餘按 <u>收費表收取手續費。</u>

5.14 所有收費,即使是(不限於)以(i)電話、傳真 <u>郵遞訂購或直接扣帳授權方式作出,或 (ii) 在互</u> <u>聯網、商戶或財務機構售點終端機、信用卡繳款</u> <u>電話或准許使用信用卡而無須簽署銷售單據或由</u> <u>持卡人簽署的其他設施上使用信用卡作出,仍可</u> <u>記入帳戶。持卡人沒有簽署任何銷售單據或現金</u> <u>透支憑單,並不免除持卡人就此對卡公司應負之</u> 責任。

費用、收費及息率

<u>持卡人根據本合約應付之一切費用、收費及利</u>

<u>息,詳情已載於收費表內,並須按收費表支付。</u> 6.2 卡公司可按照第 20 條不時(酌情決定)修訂收費 <u>表。收費表之最新文本可於卡公司澳門辦事處、</u> <u>銀行索取及卡公司之網站 (網址 www.boci.com.</u>

<u>hk) 瀏覽。</u> 6.3 如獲發附屬卡,則就一切用意及目的而言,卡公 <u>司均可 (絕對酌情決定) 將使用任何附屬卡產生</u> 的任何或所有費用、收費及/或利息,當作由主 <u>卡持卡人產生處理。</u>

7. 持卡人義務與責任 7.1 <u>持卡人須採取合理措施,妥善保管信用卡及私人</u> <u>密碼,亦須將私人密碼保密。在不影響前文所載</u> <u>的一般原則下,持卡人必須採取以下各項措施,</u> 確保信用卡安全及將私人密碼保密,藉此防止發 生欺詐事件

(a) 私人密碼應與信用卡分開存放:

銷毀私人密碼通知書正本

切勿將私人密碼寫在信用卡上或通常與信用 <u>卡一同存放或附近的任何物件上</u> <u>不應直接寫下或記下個人密碼,而不加掩</u>

<u>公司。</u>

切勿使用常用個人資料作為私人密碼 <u>按照卡公司不時發出的程序、指示及/ 或保</u> <u>安指引使用信用卡;及</u>

<u>不得將其私人密碼告知他人或供他人使用。</u> 7.2 <u>如發生以下事件,在切實可行的合理情況下,持</u> <u>卡人須致電卡公司熱線 (853) 8988-9933(辦公時</u> <u>間內) 或 (852) 2544-2222(非辦公時間內) 通知</u> 卡公司,並於隨後 24 小時內或卡公司不時訂明 的其他期間內以書面確認

(a) <u>信用卡及/或私人密碼遺失及/或被竊;</u>

(b) <u>未經授權使用信用卡及/或私人密碼;</u> (c) 向未經授權人士披露私人密碼;

(d) 懷疑出現載有與信用卡相同卡號或聲稱根據

<u>帳戶發出的任何偽冒信用卡;及/或</u> 懷疑有未經授權使用信用卡及/或私人密碼

及/ 或披露私人密碼。 7.3 在不損及第7.2條所載的義務的情況下,持卡人 <u>須將有關事件通知警方,並在合理及切實可行的</u> <u>情況下,盡快將報警事宜的有關文件證據提交卡</u>

7.4 卡公司有權按聲稱持卡人者發出的任何口頭或書 面指示行事。如卡公司因此採取任何行動,卡公 司毋須因有關行動而向持卡人承擔任何責任,亦 不會因此解除持卡人的任何責任。

7.5 儘管本文載有任何相反規定,持卡人於收到卡公

<u>司要求後,須立即向卡公司支付下列各項:</u> (a) 帳戶之未清償結欠

(b) 使用信用卡進行交易有關而尚未記入帳戶的 一切收費;及

<u>本合約所載持卡人應付給卡公司的一切費用</u> <u>及收費。</u>

8. 未經授權交易 8.1 持卡人須小心細閱結單,並須於結單日期起計60 天內,將結單內任何未經授權的交易通知卡公

8.2 除卡公司控制範圍以外,卡公司須盡合理努力, 於收到持卡人通知未經授權的交易起計90天內 完成有關調查。

8.3 倘持卡人於到期付款日之前將任何未經授權的交 <u>易通知卡公司,並於調查期內暫緩繳付爭議金</u> 額,則卡公司保留權利,可按收費表所列之收費 率,對爭議金額重新收取由交易日期(或卡公司 <u>不時絕對酌情決定的較後日期)至全數清償爭議</u> 金額為止期間的任何費用、收費及/或利息;如 <u>其後證實持卡人提出的爭議並無根據,亦可收取</u> <u>一切有關費用、收費及/或利息。</u>

持卡人對未經授權交易所負責任

9.1 <u>倘發生以下事件,而持卡人以真誠態度及應有謹</u> <u>慎行事 (包括根據第 7.1 條採取防範措施及按照</u> 第 7.2 條報失、報被竊及/或未經授權使用信用 卡),則持卡人毋須因下列情況而產生的損失及 損害負責:

(a) <u>持卡人未收到信用卡前,卡被誤用</u>。

(b) 終端機或其他系統發生的故障,引致持卡人 <u>蒙受損失及損害,惟若有關故障是明顯的,</u> <u>或已顯示故障信息或通告則除外;及</u>

(c) 交易是以偽造的信用卡進行的。

9.2 <u>在受適用法律及規定規限的情況下,只要持卡人</u> 以真誠態度及應有謹慎行事(包括根據第7.1條 採取防範措施及按照第 7.2 條報失、報被竊及/ <u>或未經授權使用信用卡),則除非卡公司欺詐、</u> 嚴重疏忽或有故意失責行為

(a) <u>持卡人無須對其在將信用卡遺失、被竊及/</u> 或被未經授權使用等情況正式通知卡公司後 <u>發生的任何未經授權交易負責;</u>

(b) <u>持卡人對其在將信用卡遺失、被竊或被未</u> <u>經授權使用等情況 (使用信用卡/ 私人密碼</u> 進行現金透支的情況除外)正式通知卡公司 之前發生的任何未經授權交易所負的責任 將不會超過卡公司不時通知持卡人之最高限

(c) <u>持卡人須對其在將信用卡/私人密碼遺失、</u> 被竊及/或被未經授權使用等情況正式通知 卡公司之前使用信用卡/ 私人密碼進行的所 <u>有未經授權的現金透支負責。</u>

9.3 儘管本文載有任何相反規定,若持卡人信用卡之 <u>遺失、被竊及/ 或被未經授權使用是由於持卡人</u> <u>有欺詐行為或嚴重疏忽,或未能遵照第 7.1 條或</u> <u>第 7.2 條之規定,或未能採取合理防範措施防止</u> <u>信用卡遺失、被竊及/或未經授權使用信用卡,</u> 或有關未經授權使用信用卡涉及在持卡人知情或 <u>不知情下使用持卡人的私人密碼,或如持卡人沒</u> <u>有在合理可行的情況下盡快將信用卡/私人密碼</u> <u>的遺失、被竊及/ 或被未經授權使用等情況向卡</u> <u>公司報告(在此情況下,持卡人須對卡公司在收</u> 到持卡人就上述信用卡/ 私人密碼的遺失、被竊 及/或被未經授權使用等情況報告之前因而產生 <u>的一切損失及損害負責)。持卡人同意就因而合</u> <u>理地引致的一切損失、損害、責任及一切合理費</u> 用及開支而向卡公司作出及保持作出全數彌償。

10. 主卡及附屬卡持卡人之責任

10.1 主卡持卡人須(與附屬卡持卡人共同及各別)對 <u>附屬卡及/或透過使用附屬卡進行的任何及所有</u> 交易及/ 或引致的責任而向卡公司承擔責任。

10.2 附屬卡持卡人只須對其使用其附屬卡進行的交易 <u>及引致的責任承擔責任。</u>

11. 責任限免

11.1 受限於第 9.1 條的規定及除任何可歸咎於卡公司 之欺詐行為、嚴重疏忽或故意忽略外,對於持卡 人直接蒙受或承擔的任何損失及責任,無論是否 因任何使用、不當使用信用卡、信用卡或卡公司 提供的其他裝置失靈失效,或任何卡公司就使用 信用卡所提供的服務,或持卡人使用信用卡而獲 得的任何貨品及服務,卡公司將一概不負責。

11.2 如任何商號(包括任何財務機構)拒絕接納信用 <u>卡或拒絕以信用卡支付任何向持卡人提供的貨物</u> <u>及服務,卡公司概不負責。</u>

11.3 卡公司亦保留權利,可絕對酌情決定拒絕將任何 商號或財務機構要求的任何收費記入帳戶。任何 持卡人針對任何商號或財務機構作出的索償或爭 議,應由持卡人與該商號或財務機構直接解決。 在任何情況下,有關索償或爭議並不解除本文所 載持卡人須向卡公司承擔的責任。

11.4 於卡公司收到任何商號或財務機構作出的退款及 按卡公司所接受的格式開出的有關退款單據之 前,卡公司概無責任將退款記入帳戶。

11.5 所有於卡公司提供任何信用卡服務時而所引致之 延誤、失效或就卡公司履行本協議項下的義務時 而使用之電腦或其他裝置的失效,如為卡公司之 合理控制範圍以外之情況下,卡公司將一概不負

11.6 儘管本文載有任何相反規定,對於持卡人或任何 人士直接、間接或任何情況之下引起而蒙受或承 擔任何間接、相應或附帶損失、利潤或商機損失, 或其他種類的損失或損害,卡公司將一概不負

11.7 就提供信用卡服務時,卡公司或會透過電話、傳 真、互聯網或其他卡公司不時指定的方式與持卡 人聯絡或索取指示。就此,持卡人現同意卡公司 記錄任何由該方式而索取之訊息及/ 或指示,並 將其保存至卡公司認為合適的期段。卡公司將以 真誠及謹慎行事的態度執行該訊息及/或指示而 毋須再向持卡人作進一步確認。除明顯錯誤外, 任何該訊息及/ 或指示將視為確實及對持卡人具 約束力。

11.8 如持卡人因故對卡公司提出任何法律程序,持卡 人同意卡公司所負的責任不會超過錯誤記入帳戶 的款額(以及該等款額的利息)。

12. 信用卡之終止與停用

12.1 持卡人隨時可向卡公司發出不少於 14 天事前書 面通知終止信用卡;惟儘管信用卡已被終止,持 卡人仍須負責一切透過使用信用卡所進行之交 易,直至全數付清帳戶內一切欠款(不論有否過 帳至帳戶亦然)為止。

12.2 如獲發附屬卡,附屬卡持卡人隨時可向卡公司發 出不少於 14 天事前書面通知終止其附屬卡,而 主卡持卡人隨時可向卡公司發出以不少於 14 天 事前書面通知終止主卡及/ 或任何或所有附屬 卡。於主卡終止後,據其發出的所有附屬卡將即 時終止。儘管有關主卡及附屬卡已告終止,主卡 持卡人仍需負責一切透過使用主卡及所有附屬卡 所進行之交易,而每名附屬卡持卡人只需負責一 切透過使用其附屬卡進行之交易。

12.3 卡公司可隨時終止任何信用卡之持卡人合約,而 毋須預先通知持卡人或向持卡人申述理由。在不 影響前文所載的一般原則下,卡公司有權將信用 卡列入註銷名單或通報中,而毋須預先通知而終 止持卡人合約;屆時,使用信用卡的權利將被撤 銷。為免引起疑問,澳門幣帳戶於人民幣帳戶終 止之時須視作已終止,反之亦然。

12.4 <u>在持卡人或卡公司終止本合約後,持卡人須將信</u> <u>用卡交還或促使信用卡交還予卡公司。儘管本</u> <u>合約已終止,但在信用卡交還之前,持卡人仍</u> 須繼續對使用信用卡及據此記帳之一切收費承擔 責任。除非直至卡公司終止信用卡或信用卡已交 <u>還予卡公司,否則任何終止信用卡之要求均屬無</u>

12.5 卡公司隨時可暫停、取消或終止信用卡及/ 或其 提供的任何服務及/或不批准其提供的任何擬進 行之交易,而毋須通知及申述理由。

12.6 卡公司有權按聲稱持卡人者發出的任何口頭或書 面指示行事。對於卡公司採取有關行動而令持卡 人直接或間接蒙受或引致的任何性質的損失或損 害,卡公司毋須向持卡人承擔責任。 12.7 如卡公司對聲稱持卡人者發出的任何口頭或書面

指示的真確性有所懷疑,則卡公司有權(絕對酌 情決定) 拒絕接受有關指引。對於卡公司拒絕指 示而令持卡人直接或間接蒙受或引致的任何性質 的損失或損害,卡公司毋須向持卡人承擔責任。 12.8 <u>對於有關暫停、取消、終止或不批准事宜而令持</u>

<u>損害,卡公司毋須承擔責任。</u> 12.9 信用卡於任何時間均屬卡公司所有。持卡人須於 收到要求後立即無條件地將信用卡交還或促使信

<u>卡人直接或間接蒙受或引致的任何性質的損失或</u>

12.10倘卡公司已全數清償或同意清償持卡人租用或購 買的任何貨物及/或服務的款項,而持卡人同意 透過信用卡,按分期付款方式,將有關貨物及/ 或服務的全部或部分租金或購價付給卡公司,則 當時一切未清償分期欠款,將在基於任何理由終 止信用卡之後視作到期,並需即時向卡公司全數 付清。於信用卡終止後,持卡人須即時終止任何 及所有與任何第三方於終止日期之前認可或訂立 關於定期/經常以信用卡支付款項的安排。

13. 抵銷權利

13.1 <u>持卡人不可撤銷地授權卡公司,可隨時及不時將</u> <u>持卡人於卡公司的所有或任何戶口合併,以抵銷</u> <u>持卡人所欠卡公司的欠款,而毋須預先通知。</u>

13.2 如發出附屬卡,卡公司:

用卡交還予卡公司。

(a) <u>可用主卡持卡人在卡公司開立的任何其他戶</u> 口的貸方餘額,抵銷帳戶內任何及所有附屬 <u>卡持卡人所欠卡公司欠款的任何借方餘額;</u>

(b) 只可用附屬卡持卡人在卡公司開立的任何其 他戶口的貸方餘額,抵銷戶口內該附屬卡持 <u>卡人所欠卡公司欠款的任何借方餘額。</u> 13.3 <u>附屬卡持卡人只須對該附屬卡持卡人所欠卡公司</u>

的帳戶結欠承擔責任(但毋須承擔主卡持卡人或 其他附屬卡持卡人的責任)。然而,附屬卡持卡 <u>人可(自行決定)清償主卡持卡人及/或其他附</u> 屬卡持卡人所欠的帳戶結欠。所有附屬卡持卡人 <u>同意及確認,任何附屬卡持卡人所作出任何超越</u> <u>該附屬卡持卡人所欠卡公司的帳戶結欠的款項,</u>

<u>應不可撤銷地被視作自願付款,以清償全部或部</u> 份主卡持卡人及/或其他附屬卡持卡人所欠的帳 <u>戶結欠,並按卡公司不時絕對酌情決定的先後次</u> <u>序及優先次序清償。</u>

14. 授權扣帳

<u>持卡人確認所欠卡公司的欠款可以不同形式償</u> <u>還。持卡人不可撤銷地授權及指示銀行,全體及</u> 各自在卡公司要求下將持卡人於銀行持有的戶口 <u>(不論屬單獨或與其他人仕聯名持有,亦不論款</u> <u>項是否已到期或已到期應付)的結餘或其部份款</u> <u>項扣帳及付予卡公司,以償還持卡人對卡公司根</u> <u>據本合約的欠款,而毋須預先通知持卡人。持卡</u> <u>人同意卡公司可向銀行披露上述授權及指示,持</u> 卡人將在其合理能力範圍內作出及簽署或安排作 <u>出及簽署每一需要的行動、文件或事情,以執行</u> <u>上述授權及指示,並支付費用。持卡人亦同意銀</u> <u>行依據此第 14 條行事,毋須為引致持卡人損失</u> <u>承擔責任,而卡公司亦毋須為銀行依據此第 14</u> 條行事而產生的任何透支利息及/或手續費承擔

15. 持卡人對代收帳款費用與法律開支所負責任

15.1 在毋須向持卡人作出預先通知的情況下,卡公司 有權委任代收帳款的機構及/或展開法律程序, <u>向持卡人收取及/ 或追收任何本合約所載不時所</u> <u>欠卡公司的欠款。在適用法例及規則的規限下</u> <u>卡公司毋須對此等機構或其職員所作的任何作</u> <u>為、行為、遺漏或疏忽承擔責任(不論關乎合約</u> 或侵權行為)。

15.2 持卡人須就以下各項向卡公司作出彌償

(a) <u>卡公司在追討持卡人因本合約所欠卡公司之</u> <u>欠款而合理地引致的一切法律費用及開支;</u>

(b) <u>卡公司委托代收帳款機構而合理地引致之一</u> <u>切費用及開支,惟可向持卡人收回的代收帳</u> <u>款費用總額,在一般情況下不會超過持卡人</u> <u>須負責支付未清償帳戶總結欠的 30%。</u>

16. 自動櫃員機與其他服務

16.1 持卡人於自動櫃員機、售點終端機或其他裝置(統 稱為「電子裝置」) 使用信用卡作現金透支或進 行其他交易,須受本合約及有關任何其他通過信 用卡提供的服務的條款及條件(包括但不限於「服 務條款」及「一般説明」) 所規管。

16.2 若使用信用卡於任何電子裝置進行的交易未能完 成(不論任何原因),或任何電子裝置或信用卡失 靈及/ 或失效,卡公司概不對持卡人承擔任何責 任,但如本第 16.2 條前述情況引起的損失及責任 是由於卡公司的欺詐、嚴重疏忽或故意失責行為 所致則除外。

16.3 儘管本文載有任何相反規定,及除非本第 16.3 條所述交易招致的損失及責任是由於卡公司的欺 詐、嚴重疏忽或故意失責行為所致,持卡人必須 對涉及任何人於任何電子裝置使用信用卡的所有

交易負上絕對責任,不論 (a) 該使用是否得到持卡人授權或批准

(b) 持卡人於有關時間是否得悉該使用

該使用是否違背持卡人的意願: (d) 使用是否基於或涉及一切人士的任何違法行 為,包括(但不限於)非法暴力或威脅使用

非法暴力,或刑事恐嚇,或任何形式的詐騙;

持卡人是否已經就信用卡的遺失或被竊,或 任何上述的違法行為,而通知卡公司或任何

<u>持卡人須就有關交易而引致的任何損失、損害、</u> 索償及責任,以及一切合理費用及支出向卡公司

17.1 卡公司所存一切有關使用信用卡之交易紀錄(包

作的確證,並對持卡人具約束力。

括在任何自動櫃員機的運作紀錄),均為該等運

<u>作出彌償。</u> 17. 交易紀錄

18. 個人資料與帳戶資料 18.1 持卡人確認已收妥、閱讀及明白不時由卡公司及 其某些相關實體發出的資料政策通告,或以任何 名稱發出有關個人資料的使用、披露及轉移的一 般政策的其他文件(可經不時修訂)(「資料政策 通告)」,並同意受其內容所約束。資料政策通

告的最新文本可於卡公司澳門辦事處、銀行索取 或於卡公司網站 (網址 www.boci.com.hk) 瀏覽。 18.2 持卡人授權卡公司按照資料政策通告,使用卡公 司擁有有關持卡人及/ 或帳戶的任何資料。

18.3 持卡人授權卡公司,可聯絡任何資料來源以取得 有關帳戶運作所需的資料。卡公司進一步獲得持 卡人授權,將此等資料與持卡人提供的資料進行 比對,以作查核用途或用以產生更多資料。持卡 人亦同意卡公司在有需要時將比對結果用作對持 卡人採取適當行動,無論此等行動會否對持卡人

18.4 倘持卡人在信用卡之申請表格所載的資料有任何 轉變包括(但不限於)就業或業務及住址或通訊 地址的轉變,持卡人須即時書面通知卡公司。 18.5 如持卡人去世,持卡人的遺產代理人須即時通知

卡公司。 18.6 卡公司會對有關持卡人的資料保密,惟除非同意 為法律所禁止,否則持卡人同意卡公司將有關

持卡人的任何資料轉移及披露至卡公司之控股公 司、分行、附屬公司、代表辦事處、附屬成員及 代理人及由卡公司或上述任何一方所挑選的任何 第三方(包括任何網絡、交易所及結算所)(各「受 讓人」),不論其所在地,以作出保密的用途(包 括用於資料處理、統計、信貸及風險分析的目 的)。卡公司及任何受讓人可按澳門、香港或任 何海外司法管轄區之任何法律、法院、監管機構 或法律程序將任何該等資料轉移及披露予任何人 士。此第6款在受資料政策通告的規限下將適用

18.7 持卡人同意持卡人的資料被轉移至澳門以外的其 他司法管轄區,並同意由第三方代表卡公司在澳 門境內或境外使用、處理及儲存持卡人的資料。 卡公司將與第三方訂立合約,以採取合理的謹慎 措施為持卡人的資料保密,並遵守、符合本地的 法律及規則。本地、香港及海外的監管及司法機 構可在若干情況下取用持卡人的資料。 18.8 持卡人確認及同意由卡公司向持卡人提供的有關

交易/服務的若干服務、操作及處理程序,可 不時由卡公司外判至卡公司的區域或全球處理中 心、控股公司、分行、附屬公司、代表辦事處、 附屬成員及代理人及由卡公司或上述任何一方所 挑選的任何第三方,不論其所在地,而此等服務 供應商可不時為著及就其執行之服務及程序獲取 有關持卡人及/ 或帳戶及/ 或卡公司向持卡人提 供的交易和服務的資料。

於持卡人。

19.1 持卡人根據本合約所發出的任何通知,必須以書 面寄往卡公司於澳門南灣大馬路 517 號南通商業 大厦 11 樓 B 座的地址:

19.2 在不影響其他通訊方式的情況下,持卡人將在下 列情況下被視為已收悉任何月結單、通知、繳費 通知書或其他通訊

(a) 已在卡公司澳門辦事處張貼 3 個營業日; (b) 在一份澳門報章刊登的 3 個營業日後;

在卡公司網站刊登

留交於持卡人在卡公司記錄中的任何地址 或郵寄予該地址 48 小時後 (或如屬海外地 址則為7日後) (e) 以電子郵件、訊息或圖文傳真發送往持卡人

在卡公司記錄中的電郵地址、設備或圖文傳

真號碼;或 當透過電話或以其他口頭通訊轉達時(包括 留下話音訊息)。

即使郵件被退還(如屬郵寄),或持卡人已身故或 喪失能力。「營業日」指銀行在澳門開門營業的

日子,不包括週日及公眾假期。

20.1 <u>卡公司可不時 (酌情決定) 修改本合約的任何條</u> <u>款及條件及/ 或收費表,惟於對持卡人的費用、</u> <u>收費及責任或義務有所影響的任何修改條款及條</u> <u>件生效之前,卡公司須向持卡人發出通知,若有</u>

<u>關修改是在卡公司控制範圍以外則不在此限</u>。 20.2 若於本合約的條款及條件或收費表的任何修改生 效日期後,持卡人依然保留或繼續使用信用卡,

將構成持卡人接受有關修改。 20.3 若持卡人並不接受卡公司的建議修改,持卡人只 可按照第 12.1 條或 12.2 條 (視乎情況而定) 終

止信用卡。 20.4 倘持卡人於合理時限內,根據第 20.3 條終止信 用卡,如信用卡的年費或其他定期費用可分開區 别,而所涉金額並非微不足道,則卡公司可(酌 情決定)按比例退還信用卡的年費或其他定期費

轄權管轄。

21. 法律與司法管轄權 21.1 本合約受澳門法律管轄,並依照澳門法律詮釋。 持卡人不可撤銷地接受澳門法院的非專有司法管

22. 雜項

22.1 本合約備有中、英文兩個版本。如兩個版本的詮 釋中有所抵觸或偏差,則以英文版本為準。

22.2 倘本合約的任何條款及條件於任何時間變為違

法、無效或不可強制執行,則其餘條款及條件皆 不會因而受影響或損害。 22.3 本合約對持卡人的每名承繼人、遺產代理人及合

法代表持卡人行事之人均具約束力。 22.4 即使卡公司並不採取行動或遺漏或延遲行使或強 制執行本合約任何條款及條件所載的任何權利, 亦不會構成放棄有關權利,而單項或局部行使任 何權利或行使任何權利時有不妥之處,並不妨礙 另行或進一步行使有關權利,亦不妨礙行使任何 其他權利。

22.5 持卡人不可轉讓本合約所載的持卡人權利及/或 義務。卡公司可將本合約所載的任何卡公司權利 及義務轉讓予任何第三方。

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TAI FUNG CUP DUAL CURRENCY CREDIT CARD USER AGREEMENT

The Card(s) (as defined below) is/are issued by BOC Credit Card (International) Ltd. (the "Company") and the Tai Fung Bank Limited (the "Bank") pursuant to the terms and conditions of the

Interpretation

1.1 Unless the context otherwise requires, the following expressions shall have the following meanings in this "Account" means either the MOP Account or CNY Account

opened by and maintained with the Company under the name of the Cardholder to which the Charges shall be "Additional Card" means a Card issued by the Company

to an Additional Cardholder nominated by the Main Cardholder and at the joint request of the Main Cardholde and such Additional Cardholder "Additional Cardholder" means any person to whom and

in whose name an Additional Card is issued: "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 card issued by the Company and includes Main Card and Additional Card subject to this Agreement and any renewal or replacement

"Cardholder" means any person to whom and in whose name a Card is issued and includes Main Cardholder and Additional Cardholder as the context requires:

"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

"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 Card under this

"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: "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: "Macau" means the Macau Special Administrative Region

of the People's Republic of China; "MOP" means Macau dollar, the lawful currency of Macau

"MOP Account" means any MOP account opened by and maintained with the Company under the name o the Cardholder for the purposes of recording debits and credits in MOP in respect of usage of the Card under this "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. "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: "New Transaction" means in relation to a Statement, a

transaction by which the Cardholder has incurred any Charges through the use of the Card, occurring at any time after the time ("Relevant Time") at which the last transaction as shown in that Statement was

effected by the use of the Card: or at any time before the Relevant Time, the Charges in respect of which have not as of the date of that Statement been debited to the Account and shown

in that 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.

1.2 In this Agreement, words denoting the singular shall include the plural and vice versa and reference to one gender shall include all genders, unless the context otherwise requires

1.3 Any reference to the Company shall where the context permits or requires be deemed to include a reference to its successors and assigns. Issue of Cards

2.1 The Company may (in its discretion) issue one or more of the Cards to the Cardholder subject to the terms and conditions of this Agreement. When a Card is issued, the Company will set up and maintain the Account to which the Charges will be debited and/or credited.

2.2 Upon the application of the Main Cardholder and subject to the approval of the Company (in its discretion), the Company may issue one or more Additional Cards to the Additional Cardholders nominated by such Main

2.3 Immediately upon receipt of the Card from the Company, the Cardholder shall:

sign the Card on the space provided; and

sign and return to the Company any acknowledgment of receipt of such card or otherwise activate such Card in accordance with the instructions of the Company.

2.4 The signature of the Cardholder on the Card, or the use or activation of the Card by the Cardholder shall constitute conclusive evidence of the Cardholder's acceptance of and agreement to be bound by the terms and conditions of this Agreement.

2.5 A renewal Card shall normally be issued at least 30 days' prior to the expiry date of a Card. Unless written notice of termination of the Card is received by the Company within such 30 days' period, the renewal Card shall be deemed to have been received by the Cardholder by the expiry date. By activating or using the renewal Card or continuing to use the Card after its expiry date, the Cardholder shall

be deemed to have accepted the renewal Card. 2.6 The Company shall have the right to refuse issuing a replacement Card to the Cardholder if his/her Card is lost or stolen. Where a replacement Card is issued, the Company shall be entitled to charge a handling fee for such replacement Card in accordance with the Fees

Use of the Card

Use of the Card is restricted exclusively to the Cardholder for bona fide purchase of goods and/or services and/ or cash advances only and the Cardholder shall not use the Card for any other purposes, in particular any illegal purposes including without limitation payment for any llegal transaction. The Cardholder shall also observe al the laws and regulations from time to time in operation in any other country or Mainland China in relation to any Card Transaction conducted with the Card in such other country or Mainland China.

The Cardholder shall not transfer the Card to any person or allow any person to use the Card or pledge the Card as security for whatever purposes.

The Card is denominated in both MOP and CNY and is valid for use by the Cardholder in Mainland China, Macau and such other places from time to time designated by the Company for bona fide purchase of goods and/or services and/or cash advance 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 and such other credit card facilities or services as the Company may from time to time

3.4 Currencies settled in respect of all Charges incurred in a card transactions effected by the use of the Card in MOP will be posted to the MOP Account. Currencies settled in respect of all Charges incurred in all card transactions effected by the use of the Card in currencies other than MOP or CNY shall be posted into the MOP Account after conversion into MOP at the prevailing rate of exchange determined by reference to the rate of exchange adopte by CUP on the date of conversion plus a handling fee (if applicable) charged by the Company as set out in the Fees Schedule.

3.5 Subject always to Clause 3.6, Charges incurred in all card transactions effected by the use of the Card in CNY will be posted to the CNY Account.

3.6 Charges incurred in certain card transactions effected by the use of the Card in CNY may be posted to the MOP Account due to the settlement arrangement if the card transactions are processed by the merchant establishments or financial institutions in MOP, including but not limited to Charges incurred through cash advances in CNY effected at the JETCO ATM. Credit Limit

The Company may from time to time (in its discretion) <u>determine the credit limit and/or cash advance limit and/or</u> the daily cash advance limit in respect of any Card issued by the Company to the Cardholder. Where Additional Cards are issued, the Main Cardholder and the Additional Cardholders may be subject to separate and independent credit limits and/or cash advance limit or may share any credit limits and/or cash advance limit in such proportion as the Company may (in its absolute discretion) from time o time determine

4.2 The Cardholder shall strictly observe the credit limit and cash advance limit and the daily cash advance lim imposed by the Company from time to time and shall not use the Card in excess of such credit limit and/or cash advance limit and/or the daily cash advance limit. Breach of this Clause 4.2 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 and the Company shall <u>be entitled to charge a handling fee at the rate as set out</u> <u>ı the Fees Schedule</u>

The Cardholder shall forthwith pay to the Company any amount in excess of such credit limit upon receipt of demand from the Company.

The Company shall be entitled to charge a handling fee at the rates as set out in the Fees Schedule on each cash advance made available to the Cardholder.

Account Statement and Payment

The Company shall send a statement of account to the Cardholder on a monthly or other periodic basis ("Statement") showing, inter alia, the balance in the Account (both the MOP Account and CNY Account) <u>as at the end of the statement period specified therein</u> ("Current Balance"), the minimum payment due from the Cardholder in respect of any Current Balance which is outstanding and due from the Cardholder ("Minimum Payment") and specifying a payment due date ("Due Date"), except where there is no New Transaction since

Unless the Company receives within 60 days from the date of the Statement a notification in writing from the Cardholder to the contrary, the Company shall be entitled to treat all transactions shown on the Statement as

5.3 Any Current Balance which is outstanding and due from the Cardholder shall be payable immediately upon receipt of the Statement.

5.4 If payment of the whole of such outstanding Current Balance is received by the Company on or before the Due Date, no interest shall be payable in respect of such Current Balance. If no payment or payment of less than the Current Balance is received by the Company on or before the Due Date, interest at a rate as set out in the Fees Schedule (which shall apply before as well as after judgment) shall be charged on (i) the unpaid balance from <u>the date of the Statement on a daily basis until payment</u> the date of that New Transaction on a daily basis until <u>payment in full. All interest charged shall be debited to the</u>

<u>Account on a monthly or other periodic basis.</u> If no payment or payment of less than the Minimum Payment is received by the Company on or before the relevant Due Date, then in addition to the interest payable on the unpaid balance pursuant to Clause 5.4, a late charge as set out in the Fees Schedule shall be charged, which shall be debited to the Account on the date of the

Statement next following ("Next Statement Date").
5.6 All payment made by the Cardholder shall be deemed to be made on the date on which immediately available fund is actually received by the Company. Where payment is made by means of a bank draft or any other similar instrument, only such amount net of all collection administrative or handling fees for processing such bank draft or instrument will be credited into the Account.

All payment made to the Company pursuant to this Agreement to settle the MOP Account shall be made in MOP subject to the Company's discretion to accept payment in other currencies. Should the Company accept payment rendered in currencies other than MOP such payment may be credited into the MOP Account after conversion into MOP at a rate determined by the Company which may be subject to the payment of a conversion fee (if applicable) as set out in the Fees Schedule, which conversion fee shall be debited to the MOP Account. Any excess payment in settlement of MOP Account shall not be used to settle outstanding balance in

CNY Account subject to Clause 5.11

All payment made to the Company pursuant to this Agreement to settle the CNY Account shall be made in CNY subject to the Company's discretion to accept payment in other currencies. Should the Company accept payment rendered in currencies other than CNY, such payment may be credited into the CNY Account after conversion into CNY at a rate determined by the Company which may be subject to the payment of a conversion <u>fee (if applicable) as set out in the Fees Schedule</u> which conversion fee shall be debited to the Account Cash payment made in excess of any maximum limit specified by the receiving institution may be subject to an administration or handling fee imposed by that institution. Any excess payment in settlement of CNY Account sha not be used to settle outstanding balance in MOP Account ubject to Clause 5.1 Payment received from the Cardholder shall be applied

towards repayment of the balance of the Account in the following order or in such other order as th Company may in its absolute discretion determine from time to time:

interests in respect of cash advance interests in respect of retail spending:

service fees or charges; overlimit handling fees and overdue fees;

principal balance in respect of cash advance; principal balance in respect of retail spending:

collection fees and legal costs and expenses incurred by the Company for enforcing this 5.10 Where an Additional Card(s) is/are issued, payment made

by a Main Cardholder shall be appropriated towards payment of the respective sums of moneys due from the <u>Main Cardholder and from the Additional Cardholder(s)</u> in such order and priority as the Company may in its absolute discretion determine from time to time. The Company shall have the right (in its absolute discretion) to refuse the payment of any sum of money

<u>Account. In the event there is any excess fund in the</u> Account, the Company shall be entitled but not obliged to apply the same towards repayment of any outstanding balance of the Account as and when it arises. 5.12 If after settlement of all outstanding Charges and any claims by the Company against the Cardholde <u>here exists any credit balance in the Account ("Credit</u> <u>Balance"), the Company may at any time on its own</u>

into the Account in excess of the Current Balance of the

volition or shall within reasonable time either upon request

of the Cardholder or upon termination of the Main Card

<u>refund the Credit Balance to the Cardholder</u> 5.13 For Credit Balance in MOP Account, the Company shall <u>efund the Credit Balance in MOP. For Credit Balance in </u> <u>CNY Account, the Company has sole discretion to refund</u> to the Cardholder either in MOP(converted from CNY a a rate of exchange determined by the Company) or CN' and in such manner and at such locations in Macau as the Company may determine. The Company is entitled to charge a handling fee as set out in the Fees Schedule for

5.14 The Account may be debited even though the Charges were incurred (without limitation) by (i) telephone, fax, mail order or direct debit authorization, or (ii) use of a Card over the internet, in an ATM, merchant establishment or financial institution's point of sale terminal, credit card payphone or any other facility permitting use of the Card vithout the execution of a sales draft or the signature of the Cardholder. A Cardholder's failure to sign any sales draft or cash advance voucher will not relieve the Cardholder from liability to the Company in respect

Fees and Charges and Interest Rates

All fees, charges and interests payable by the Cardholder under this Agreement are more particularly set out in and shall be paid according to the Fees Schedule.

The Company may from time to time (in its discretion) revise the Fees Schedule in accordance with Clause 20. <u>Copies of the current Fees Schedule are available on</u> request from the Macau office of the Company and on the Company's website at www.boci.com.hk.

6.3 Where an Additional Card(s) is/are issued, the Company may (in its absolute discretion) 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 <u> Main Cardholder to all intents and purposes.</u>

Cardholder's Obligations and Liabilities The Cardholder shall take reasonable care of the Card and the PIN and keep the Card safely under his/her personal control and the PIN secret. Without limiting the generality of the foregoing, the Cardholder must take the ollowing measures to keep the Card safe and the PIN secret to prevent fraud:

keep any record of the PIN separate from the Card; destroy the original printed copy of the PIN; never write down the PIN on the Card or on

anything usually kept with or near it never write down or record the PIN without

never use any easily accessible personal information as the PIN; use the Card in accordance with the procedures,

instructions and/or security guidelines from time to (g) never disclose his/her PIN to any person or allow it

<u>to be used by any perso</u> Upon the occurrence of any of the following events, the Cardholder shall report as soon as reasonably practicable to the Company by phone to the service hotline at (853) 8988-9933 (within office hours) or (852)2544-2222(outside office hours) of the Company and thereafter confirm the same in writing within 24 hours or such other period as the Company may prescribe from time to time:

loss and/or theft of the Card and/or the PIN unauthorized use of the Card and/or the PIN; disclosure of the PIN to any unauthorized person;

suspicion of any counterfeit card bearing the same number as the Card or purported to be issued under the Account; and/or any suspected unauthorized use of the Card and/or

the PIN and/or disclosure of the PIN. Without prejudice to the obligations under Clause 7.2, the Cardholder shall report the relevant event to the police and shall submit to the Company satisfactory documentary evidence of such police report as soon as

<u>easonably practicable.</u> The Company shall be entitled to act on any instruction whether oral or in writing) purportedly given by the Cardholder and any action so taken by the Company shall not render the Company liable to the Cardholder or otherwise discharge any liability of the Cardholder. Notwithstanding anything contained herein to the contrary,

the Cardholder shall repay to the Company immediately

upon demand from the Company: the outstanding balance of the Account: all Charges in respect of the transactions effected by the use of the Card but not debited to the Account: and

all fees and charges payable by the Cardholder to the Company under this Agreement. **Unauthorized Transactions**

The Cardholder shall examine his/her Statement carefully and report any unauthorized transactions in the Statement to the Company within 60 days from the date of the

The Company shall use reasonable endeavours, except in circumstances which are beyond its control, to complet the investigation within 90 days upon receipt of notice of an unauthorized transaction from the Cardholder 8.3 In the event that the Cardholder shall have informed the

<u>Company of any unauthorized transaction before the</u> Due Date and payment of the disputed amount has been withheld over the investigation period, the Company reserves the right to re-impose any fees, charges and/o interest on the disputed amount at the rates as set out in the Fees Schedule over the period commencing from the date of transaction (or such later date as the Company may in its absolute discretion determine from time to time until full payment of the disputed amount together with al related fees, charges and/or interest if such dispute made by the Cardholder shall subsequently be proved to be Cardholder's Liabilities for Unauthorized Transaction

Provided that the Cardholder has acted in good faith and with due care (including taking the precautions under Clause 7.1 and reporting loss, theft and/or unauthorized use of the Card in accordance with Clause 7.2), th <u>Cardholder shall not be responsible for the loss and</u> damage incurred: (a) in the event of misuse when the Card has not been

received by the Cardholder;

when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffe loss and damage, unless the fault was obvious or advised by a message or notice on display; and when transactions are made through the use of

counterfeit cards. 9.2 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 Clause 7 and reporting loss, theft and/or unauthorized use of the Card in accordance with Clause 7.2) and unless due to the fraud, gross negligence or wilful default on the part of the Company the Cardholder shall not be liable for any

unauthorized transactions made after th Cardholder 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 the Cardholder has duly notified the Company of the loss, theft or

unauthorized use of the Card (other than cas

advances effected by the use of the Card/PIN) shal

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 Notwithstanding anything contained herein to the contrary the Cardholder shall be fully liable for all loss and damage arising out of or in connection with the loss, thef and/or unauthorized use of the Card if the Cardholde has acted fraudulently or with gross negligence, o has failed to comply with Clauses 7.1 or 7.2 or take reasonable precautions to prevent such loss, theft and/o unauthorized use of the Card, or if the unauthorized use of the Card involves the use of the Cardholder's PIN with or without the Cardholder's knowledge, or if the Cardholde Is to report such loss, theft and/or unauthorized use of the Card/PIN to the Company as soon as reasonabl practicable (in which case the Cardholder shall be liable for all such loss and damage before the Company receives the Cardholder's report of such loss theft and or unauthorized use of the Card/PIN) and the Cardholde agrees to indemnify and keep the Company fully indemnified against all losses, damages, liabilities and a reasonable costs and expenses reasonably incurred as a

result thereof Liabilities of Main and Additional Cardholders The 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 the use of the Additional Cards. 10.2 An Additional Cardholder shall be liable only for the transactions effected by him/her and the liabilities incurred y him/her through the use of his/her Additional Card.

Limitation on Liabilities 11.1 Under no circumstances shall the Company be responsible for any direct loss and liability which the Cardholder may suffer or incur as a result of or otherwise relating to any use, misuse or malfunction of the Card or other devices provided by the Company, any Card services offered by the Company or any goods and services obtained by the Cardholder through the use of the Card, subject however to the provisions under Clause 9.1 and except to the extent that any such loss and liability is attributable to the fraud, gross negligence or wilful default on the part of the Company.

11.2 The Company accepts no responsibility for the refusal of any merchant establishment (including any financial institution) to honour the Card or for any goods and services supplied to the Cardholder.

11.3 The Company also reserves the right to refuse in its absolute discretion any charge to the Account requested by any merchant establishment or financial institution Any claim or dispute the Cardholder may have against or with any merchant establishment or financial institution shall be resolved directly between the Cardholder and such merchant establishment or financial institution and in no circumstances shall such claim or dispute relieve the Cardholder of his/her obligations to the Company

11.4 The Company shall not be obliged to credit the Account with refunds made by any merchant establishment or financial institution until such refunds together with the relevant credit voucher issued in such form as shall be acceptable to the Company have been received by the 11.5 The Company shall not be responsible for any delay in or

any error failure or malfunction of any computer system or other equipment employed by the Company in the course of performing its obligations hereunder or providing

any Card services to the Cardholder to the extent that it is attributable to any cause beyond the Company's reasonable control.

11.6 Notwithstanding anything herein to the contrary, the Company shall not be responsible for any indirect. consequential or incidental loss or loss of profit or opportunities or other types of loss or damage whatsoever which the Cardholder or any third party may suffer or incur, whether directly or indirectly and howsoever arising.

11.7 In the course of providing the Card services, the Company may communicate with or seek instructions from the Cardholder through telephone, facsimile, internet or such other method as the Company may from time to time determine. In this connection, the Cardholder hereby consents to the Company taking record of any such communication and/or instructions by such means and retain it for such period as it considers appropriate The Company shall in good faith and with due care give effect to such communication and/or instructions without requiring further confirmation from the Cardholder. Any such communication and/or instructions shall, in the absence of manifest error, be conclusive and binding on the Cardholder

11.8 In the event of any proceedings which a Cardholder may bring against the Company for any cause whatsoever such Cardholder agrees that the Company's liability shall not exceed those amounts wrongly charged to the Account (and interest on such amounts) 12. Termination and Suspension of the Card

12.1 The Cardholder may at any time terminate the Card by giving not less than 14 days' prior written notice to the Company provided that the Cardholder shall remain liable for all transactions effected through the use of the Card notwithstanding such termination until all sums due under the Account (whether or not posted to the Account) are paid in full.

12.2 Where an Additional Cards is/are issued, an Additional Cardholder may terminate his/her Additional Card and the Main Cardholder may terminate the Main Card and/ or any or all Additional Cards at any time by giving not less than 14 days' prior written notice to the Company Upon the termination of the Main Card, all Additional Card(s) issued thereto shall be automatically terminated forthwith. Notwithstanding any such termination, the Main Cardholder shall remain liable for all transactions effected through the use of the Main Card and all the Additional Cards and each Additional Cardholder shall remain liable for all transactions effected through the use of his/her Additional Card only. 12.3 The Company may terminate this Agreement in respect

of any Card at any time without prior notice or giving any reason to the Cardholder. Without limiting the generality of the foregoing, the Company is entitled to terminate this Agreement by listing the Card in its cancellation list or bulletin without notice whereupon the right to use the Card shall be revoked. For the avoidance of doubt, the CNY Account shall be deemed to be terminated upon termination of the MOP Account, and vice versa 12.4 Upon termination of this Agreement (whether by the

<u>Cardholder or the Company), the Cardholder shall</u> surrender or procure the surrender of the Card to the Company. Until the Card is surrendered, the Cardholder shall continue to be liable for the use of the Card and for all Charges pursuant to such use notwithstanding termination of this Agreement. No request to terminate <u>a Card shall be effective unless and until such Card is</u> ninated by or returned to the Company. 12.5 The Company may at any time without notice suspend

cancel or terminate the Card and/or any services thereby offered and/or disapprove any transaction proposed to be effected thereby and may not give any reasor 12.6 The Company shall be entitled to act on any instruction whether oral or in writing purportedly given by the Cardholder and the Company shall not be liable to the

Cardholder for any loss or damage of whatever nature which the Cardholder may suffer or incur whether directly or indirectly as a result of such action of the Company. 12.7 The Company shall have the right at its absolute discretion to refuse any instruction whether oral or in writing purportedly given by the Cardholder if the Company is in doubt of the authenticity of such instruction and the

Company shall not be liable to the Cardholder for any loss or damage of whatever nature which the Cardholder may suffer or incur whether directly or indirectly as a result of such refusal by the Company 12.8 The Company shall not be liable for any loss or damage of whatever nature suffered or incurred by the Cardholde

whether directly or indirectly as a result of such suspension, cancellation, termination or disapproval. 12.9 The Card shall at any time remain the property of the Company. The Cardholder shall unconditionally and immediately upon demand surrender or procure to be surrendered the Card to the Company

12.10 In the event that the Company has fully settled or agreed to settle the payment for any goods and/or services hired or purchased by the Cardholder and the Cardholder agrees to pay the hire or purchase price (whether in whole or in part) of the goods and/or services to the Company by instalments through the Card, all the then outstanding instalments shall become due and payable immediately upon the termination of the Card for any reason whatsoever. Upon the termination of the Card the Cardholder shall forthwith terminate any and all arrangements which are authorized or set up prior to the date of termination with any third party for regular, recurring payments charged or debited to the Card.

13. Rights of Set-off 13.1 The Cardholder hereby 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 to the Cardholder. 13.2 Where an Additional Card(s) is/are issued, the Company set off the credit balance in any other account of the Main Cardholder with the Company against any

Additional Cardholders to the Company; and only set off the credit balance in any other account of an Additional Cardholder with the Company against the debit balance of the account due from such Additional Cardholder to the Company.

debit balance of the Account due from any and all

balance of the Account due from him/her to the Company (but not those of the Main Cardholder or other Additiona Cardholders). However, an Additional Cardholder may (at its option) settle the balances of the Account due from the Main Cardholder and/or other Additional Cardholders. t is hereby agreed and confirmed by all Additional Cardholders that any payment made by an Additional Cardholder in excess of the balance of the Account due from him/her to the Company shall be irrevocably deemed to be voluntary payment to settle (in whole or in part) the

13.3 An Additional Cardholder shall be liable only for the

balances of the Account due from the Main Cardholder and other Additional Cardholders, in such order and priority as the Company may in its absolute discretion termine from time to time.

Debit Authorization The Cardholder acknowledges that liabilities of the Cardholder to the Company hereunder may be settled in a variety of ways. The Cardholder hereby irrevocably authorizes and instructs the bank with which he/she may have account(s) to debit and pay to the Company the full amount or part thereof standing to the credit of such account(s) (whether held singly or jointly with other, and whether or not such amount is matured or <u>due and payable) for the satisfaction of any liability of</u> the Cardholder to the Company hereunder without prior <u>notice to the Cardholder upon request of the Company</u> The Cardholder agrees that the Company may disclose the aforesaid authorization and instruction to the Banks and the Cardholder shall, at his/her own costs, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within his ner power to implement this authorization and instruction The Cardholder further agrees that any of the Banks acting in reliance upon this Clause 14 shall not be liable for any loss suffered by the Cardholder and the Company shall not be liable for any overdraft interest and/or handling charges arising out of any of the Banks acting in 15. Cardholder's Liabilities for Collection Costs and Legal Expenses

15.1 The Company is entitled to appoint debt collection

agencies and/or institute legal proceedings, at any time without prior notice to the Cardholder, to collect and/ or recover any amount from time to time due to the Company under this Agreement. Subject to the applicable <u>laws and regulations, the Company shall not be liable</u> <u>(whether in contract or tort) for any act, conduct, omission</u> <u>or negligence of such agencies or any of their employees.</u> 15.2 The Cardholder shall indemnify the Company in respect

under this Agreement; and (b) all costs and expenses reasonably incurred by the Company in connection with the appointment of debt collection agencies provided that the tota collection costs recoverable against the Cardholder hereunder shall in normal circumstances not exceed 30% of the aggregate outstanding balance of the Account for the payment of which the Cardholder is

all legal costs and expenses reasonably incurred

by the Company in seeking to enforce payment of

the debts due from the Cardholder to the Company

16. ATM and Other Facilities

16.1 Where the Card is used with any ATM, point of sale terminals or other devices (collectively "Electronic Devices") to effect cash advance or other transactions the Cardholder's use of the Card shall be subject to this 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.

16.2 The Company shall not be liable to the Cardholder should any transaction involving the use of the Card at any Electronic Devices be not effected for any reasor whatsoever or should there be any malfunction and/or failure of the Card or any Electronic Devices except to the extent that any such loss and liability incurred as a result of the aforesaid in this Clause 16.2 is attributable to the fraud, gross negligence or wilful default on the part of the Company.

16.3 Notwithstanding anything contained herein to the contrary and except to the extent that any such loss and liability of the transactions mentioned in this Clause 16.3 is attributable to the fraud, gross negligence or wilful default on the part of the Company, the Cardholder shall be absolutely responsible for all transactions involving the use of the Card at any Electronic Devices by any person whomsoever, whether or not:

(a) such use is authorized or otherwise approved by the Cardholder: (b) the Cardholder is at the material time aware of such

(c) such use is against the wish of the Cardholder; (d) such use is the result of or otherwise involves any criminal activity whatsoever including (without limitation) illegitimate violence or threat of imminent illegitimate violence, criminal intimidation, or deception in any form, on the part of any person

whomsoever: or (e) the Cardholder has notified the Company or any law enforcement agency of any loss or theft of the Card, or of any criminal activity hereinbefore referred to. The Cardholder shall indemnify the Company against all

losses, damages, claims and liabilities and all reasonable costs and expenses reasonably incurred by the Company n connection with or arising out of such use. **Transaction Record** 17.1 The Company's record of all transactions effected by

the use of the Card (including use at any ATM) shall be

conclusive evidence of such use and shall be binding on the Cardholder for all purposes. **Personal Data and Account Information**

18.1 The Cardholder hereby acknowledges that the Cardholder has received, read and understood the contents of the Data Policy Notice or such other document(s) issued under whatever name from time to time by the Company 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) ("DPN") and agrees that the contents of the DPN shall be binding on the Cardholder. Copies of the current version of the DPN are available at the Macau Office of the Company. the bank or on the website of the Company at www.boci

18.2 The Cardholder hereby authorizes the Company to use any information it may have concerning the Cardholder and/or the Account in accordance with the DPN.

18.3 The Cardholder hereby also authorizes the Company to contact any information source for information the Company may require to operate the Account. The Company is further authorized by the Cardholder to compare such information with the information provided by the Cardholder for checking or to produce more data The Cardholder hereby also consents that the Company may, if necessary, use the results of such comparisons for the taking of appropriate action against the Cardholder regardless of whether such action may be adverse to his/ ner interest. 18.4 The Cardholder shall notify the Company promptly in

writing of any change in the information provided to the Company in the application form pursuant to which the Card is issued including but not limited to any

change of employment or business and of residential or correspondence address. 18.5 The personal representative(s) of the Cardholder shall

promptly notify the Company in writing of the death of the Cardholder. 18.6 The Company will treat information relating to the Cardholder as confidential, but unless consent is prohibited by law, the Cardholder consents to the transfer and disclosure by the Company of any information relating to the Cardholder to and between the holding companies, branches, subsidiaries, representative offices, affiliates and agents of the Company and any third parties (including any networks, exchanges and clearing houses) selected by the Company or any of them (each a "transferee"), wherever situated, for confidential

use (including for data processing, statistical, credit

and risk analysis purposes). The Company and any

of the transferees may transfer and disclose any such

information to any person as required by any law, court,

regulator or legal process in Macau, Hong Kong or any relevant overseas jurisdictions. This sub-clause 6 shall apply to the Cardholder subject to the DPN. 18.7 The Cardholder consents to the Cardholder information being transferred to another jurisdiction outside Macau and being used, processed and stored in or outside Macau by third parties on behalf of the Company. The Company vill contract with the third parties to take reasonable care to keep the Cardholder information confidential and to observe, in conformity with local laws and regulations Local, Hong Kong and overseas regulatory and judicial authorities may in certain circumstances have access to

18.8 The Cardholder acknowledges and agrees that some services, operational and processing procedures relating to the transactions/services provided by the Company to the Cardholder may from time to time be outsourced by the Company to regional or global processing centers holding companies, branches, subsidiaries, representative offices, affiliates and agents of the Company and third parties selected by the Company or any of them. wherever situated, and these service providers may from time to time be given access to information relating to the Cardholder and/or the Account and/or the transactions and services provided by the Company to the Cardholder for the purpose of or in relation to the services and procedures they perform Notice

the Cardholder information.

19.1 Any notice given by the Cardholder hereunder shall be given in writing and delivered to the Company at its address at Avenida Praia Grande No.517, Edificio Commercial Nam Tung 11B, Macau. 19.2 Without affecting other methods of communication, any

deemed to be received by the Cardholder: (a) on posting for 3 Business Days in the Macau Office of the Company 3 Business Days after publication as an

statement, notice, demand or other communications are

advertisement in a Macau newspaper, when posted on the website of the Company when left at any of the address of the Cardholder on the Company's record, or 48 hours after mailing to

such address or 7 days if the address is overseas. when sent by electronic mail or message or facsimile to any of email address or equipment or facsimile number of the Cardholder on the

Company's record, or when communicated including by leaving a voice message, if by telephone or other oral communication

notwithstanding return through the post (in the case of a mailing), or the death or incapacity of the Cardholder. "Business Day" means a day on which the Banks are open for business in Macau other than Sunday and public

holiday. 20. Amendment

change any of the terms and conditions of this Agreement and/or the Fees Schedule provided that the Company shall give the Cardholder notice before any change of the terms and conditions which affect fees and charges and the liabilities or obligations of the Cardholder takes effect unless such changes are beyond the Company's control. 20.2 Retention or continued use of the Card after the effective

20.1 The Company may (in its discretion) from time to time

date of any change of the terms and conditions of this Agreement and/or the Fees Schedule shall constitute the Cardholder's acceptance of such changes. 20.3 If the Cardholder does not accept the proposed change

by the Company, the only recourse available to the Cardholder is to terminate the Card in accordance with Clauses 12.1 or 12.2 (as the case may be). 20.4 Where a Cardholder terminates his/her Card pursuant to Clause 20.3 within reasonable time, the Company may

(in its discretion) repay the annual or other periodic fees

on that Card (if any) on a pro rata basis if the fees can be

separately distinguished and the amount involved is not

21. Law and Jurisdiction

accordance with the laws of Macau and the Cardholder irrevocably submits to the non-exclusive jurisdiction of the Macau courts. Miscellaneous

21.1 This Agreement shall be governed by and construed in

22.1 This Agreement is written in both English and Chinese. In

case of conflict or deviation in interpretation, the English

ersion shall prevail 22.2 If at any time any provision hereof becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

22.3 This Agreement shall be binding on each successor, personal representative and person lawfully acting on behalf of the Cardholder.

22.4 No failure to act, omission or delay by the Company to exercise or enforce any right under any terms and conditions of this Agreement shall operate as a waiver of such right, nor shall any single, partial or defective exercise of any right prevent any other or further exercise of it or the exercise of any other right.

22.5 The Cardholder may not assign any of his/her rights and/ or obligations under this Agreement. The Company may assign or transfer any of its rights and obligations under this Agreement to any third party.

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大豐銀聯雙幣信用卡分期付款計劃 條款及細則

本條款及細則適用於2010年3月1日或之後批核的 分期計劃。

1. 分期付款計劃

除卡公司不時決定不納入以下分期計劃的信用卡帳戶外,任何信用卡帳戶的持卡人(「申請人」)可根據本條款及細則申請以下由卡公司提供的分期計劃:

- (a) 信用卡現金分期(「現金分期計 劃|):或
- (b) 月結單分期付款(「月結單分期計 劃|)

(現金分期計劃及月結單分期計劃均一併指 「分期計劃」)

本條款及細則將納入規限信用卡帳戶的持卡 人合約(「持卡人合約」),並成為持卡人 合約的一部份。兩者如有任何不相符之處, 在該不相符之處,則以本條款及細則所載為 準。本條款及細則所用的詞語應與持卡人合 約所用的有關詞語具有相同涵義。

2. 申請

- 2.1 卡公司可絕對酌情決定接受或拒絕分期計劃 的申請而毋須提供任何理由。
- 2.2 就月結單分期計劃,若申請人擬通過月結單 分期付款方式償還任何交易,應於進行有關 交易前向卡公司查詢。
- 2.3 卡公司將會以書面通知申請人其任何分期計劃的申請是否已獲批核。卡公司不會就申請人因其申請被拒絕而產生的任何損失或責任負責。申請一經批核,將不能取消或更改,申請人須接受有關批核通知書上的條款。
- 2.4 (a) 就現金分期計劃,現金分期的總金額 (「現金分期金額」)最少為卡公司不 時於有關申請表或宣傳單張內列出的最 低金額,惟不得高於卡公司不時參照帳 戶之可用信用限額而釐定的最高金額。

卡公司可絕對酌情決定現金分期金額, 申請人不可撤銷地同意接受,不論卡公 司實際批核現金分期金額是否低於其申 請之現金分期金額。

(b) 就月結單分期計劃,月結單分期總金額 (「月結單分期金額」)最少為卡公司 不時於有關申請表或宣傳單張內列出的 最低金額,並不得高於卡公司不時參照 帳戶之信用限額而釐定的最高金額。

3. 批核

當申請獲批核後:

- (a) 就現金分期計劃,卡公司將於申請批核 後的合理時間內按卡公司接納的方法向 申請人發放該現金分期金額。申請人需 承擔所有與發放現金分期金額有關的收 費及費用,而所有有關收費及費用將會 於發放現金分期金額時記入帳戶內。
- (b) 就月結單分期計劃,申請人將於其後的 到期付款日向卡公司繳付已扣除月結單 分期金額後的金額。

4. 一次性行政費及每月手續費

- 4.1 <u>卡公司會就分期計劃向申請人收取一次性行政費(如有)(「一次性行政費」)及通知申請人有關金額及收取方式或於申請表中指</u>明,並於申請批核通知書中確認。
- 4.2 <u>卡公司會就分期計劃向申請人收取每月手續費(如有)(「每月手續費」)及通知申請人有關金額及收取方式或於申請表中指明,</u>並於申請批核通知書中確認。

5. 還款

- 5.1 現金分期金額或月結單分期金額及每月手續費(如有)將以每月等額分期償還(「每月分期」),而分期付款期數將為申請人向卡公司申請及被卡公司批核之期限,並於申請批核通知書中確認。每月分期金額須調整至最接近的小數點後第二個位。
- 5.2 <u>卡公司獲權可酌情於每月分期中攤銷現金分期金額或月結單分期金額及每月手續費(如有)。如申請人提前償還,未必可減少其須</u>

支付的每月手續費金額。

5.3 卡公司將按情況而定,於現金分期金額發放 日或月結單分期計劃批核日後的下一個工作 天,在帳戶內記入第一個每月分期及一次性 行政費(如有)。而其後的每月分期將於其 後每月的對應日期記入,如任何一個曆月並 無對應的日期,則為該月的最後一日,或如 該日並不是卡公司之工作日,則為上一個工 作日,或該有關每月分期因卡公司不能控制 之情況下而不能記入帳戶內,卡公司將按慣 例處理有關記帳。

6. 信用限額

按情况而定,於:

- (a) 發放現金分期金額時; 或
- (b) 月結單分期計劃批核後:

帳戶內可動用的信用限額將(如未減低)按 現金分期金額或月結單分期金額相應減低, 並在每次支付每月分期後相應提升。

7. 提前環款及退款

- 7.1 申請人可向卡公司以書面申請提前償還分期 計劃的全部而非部份金額。申請獲得批核 後,卡公司會即時將所有尚未償還之每月分 期、一次性行政費(如有)(如未記入帳 戶)及卡公司不時決定並通知申請人的提前 還款手續費(「提前還款手續費」)記入帳 戶內。
- 7.2 就月結單分期計劃,如就貨品或服務有任何 退款,當卡公司收妥由有關商戶退回的有關 款項後,該款項將記入帳戶內。有關記入帳 戶內的退款將依據持卡人合約內有關償還帳 戶結欠的先後次序的條款處理。申請人確認 卡公司毋須與有關商戶核對有關退款金額。

8. 終止分期計劃

儘管本文另有規定,如帳戶有任何欠繳紀錄 或帳戶因任何原因遭終止或暫停,或卡公司 合理地認為需保障其利益時,卡公司可隨時 記入所有尚未償還之每月分期、一次性行政 費(如有)、提前還款手續費及任何收費於 帳戶內而毋須事先通知申請人。

9. 授權

申請人不可撤銷並授權卡公司將所有每月分期、一次性行政費(如有)、提前還款手續費及收費(如有)記入帳戶內;為此,申請人需在帳戶內預留足夠的信用限額。卡公司有權於帳戶內記入任何款項,儘管有關信用額度可能因此被超越。申請人需對所有結欠負責,並需按收費表支付超越信用限額的費用。

10. 收費及費用

就現金分期計劃,所有每月分期、一次性行政費(如有)、提前還款手續費及收費(如有)將視作為現金透支交易處理,而就月結單分期計劃,將視為零售簽帳處理。所有持卡人合約中有關現金透支或零售簽帳(按情況而定)的利息、財務費用及其他收費(如有)的條款均適用。分期計劃將可能收取利息、財務費用或其他收費。

11. 其他

- 11.1 申請人向卡公司保證所有就申請分期計劃而 向卡公司提出之資料及文件均為真實及正 確,並承諾在上述資料及/或文件有任何更改 時涌知卡公司。
- 11.2 卡公司可有絕對酌情決定任何與分期計劃有關的事項,而所有有關決定為最終的並對申請人有約束力(除有明顯的錯誤外)。
- 11.3 申請人授權卡公司就分期計劃或與分期計劃 有關的情況下向有關商戶收取及保留任何有 關的佣金、回扣、利益及/或其他益處。
- 11.4 申請人授權卡公司可向就分期計劃有關之人 仕透露、使用或交換任何有關申請人的分期 計劃的資料。
- 11.5 卡公司有權向申請人發出書面通知更改本條款及細則。
- 11.6 本條款及細則如中英文本有任何分歧,則以 英文版本為準。

大<u>豐銀聯雙幣信用卡</u> 免息消費分期計劃條款及細則

1. 免息消費分期計劃

除卡公司不時決定不納入以下分期計劃的信用 卡帳戶外,任何信用卡帳戶的持卡人(「申請 人」)可根據本條款及細則申請由中銀信用卡(國 際)有限公司(「卡公司」)提供的免息消費分期 計劃(「免息消費分期計劃」)。本條款及細則將 納入規限信用卡帳戶的持卡人合約(「持卡人合 約」),並成為持卡人合約的一部份。兩者如有任 何不相符之處,在該不相符之處,則以本條款及 細則所載為準。本條款及細則所用的詞語應與持 卡人合約所用的有關詞語具有相同涵義。

2. 借貸交易不設退款

- 2.1 免息消費分期計劃為卡公司提供予申請人的貸款。卡公司向申請人貸出免息消費分期總金額(「免息消費分期金額」),不會超過顯示於相關銷售單據(「單據」)上之貨品及/或服務購買價,上限為卡公司不時參照帳戶之可用信用限額而釐訂的最高金額。
- 2.2 即使就有關貨品及/或服務發生任何爭議或投訴, 包括但不限於有關商戶未有提供相關貨品及/或 服務,申請人亦必須按本條款及細則及持卡人合 約向卡公司償還所有免息消費分期計劃的應付款 項。無論在任何情況下,申請人償還予卡公司的 所有免息消費分期計劃還款將不獲退還,申請人 必須償還免息消費分期金額及其他費用及收費之 全數予卡公司。
- 2.3 申請人知悉及同意就有關貨品及/或服務的買賣交易為申請人與該商戶之間的交易,及先行付款而於稍後日期收取有關貨品及/或服務。就有關貨品及/或服務的任何爭議或投訴,申請人必須自行直接與該商戶解決。卡公司對商戶出售及供應的貨品及/或服務之所有事宜概不負任何責任。無論在任何情況下,卡公司沒有責任為申請人處理有關爭議或投訴。
- 2.4 <u>由於免息消費分期計劃並非一般信用卡交易,卡</u> 組織差錯處理條例並不適用。

3. 申請

- 3.1 卡公司可絕對酌情決定接受或拒絕免息消費分期 計劃的申請而毋須提供任何理由。
- 3.2 卡公司將會以書面或於單據上通知申請人其任何 分期計劃的申請已獲批核。<u>卡公司不會就申請人</u>

因其申請被拒絕而產生的任何損失或責任負責。

3.3 申請一經批核,申請人將不能取消或更改有關申請,並須受本條款及細則、持卡人合約及有關批核通知書或單據上的條款所約束。

4. 批核

申請人不可撤銷地授權卡公司,於申請獲批核後,卡公司將以申請人的名義將免息消費分期金額一次過支付予商戶,用以購買有關貨品及/或服務。

5. 還款

- 5.1 <u>免息消費分期金額將以每月等額分期償還(「每月分期」),而還款期將為申請人向卡公司申請及卡公司批核之期限,並於申請批核通知書中或單據上確認。每月分期須調整至最接近的小數點後第二個位。</u>
- 5.2 卡公司將於免息消費分期計劃獲批核時在帳戶內 記入第一次每月分期。而其後的每月分期將於下 一結單日後的第1個工作日內記入,如任何一個 曆月並無對應的日期,則為該月的最後一日,或 如該日並不是卡公司之工作日或該有關每月分期 因卡公司不能控制之情況下而不能記入帳戶內, 卡公司將按慣例處理有關記帳。

6. 信用限額

於免息消費分期計劃獲批核時,帳戶內可動用的 信用限額將(如未減低)按免息消費分期金額相應 減低,並在每次支付每月分期後相應提升。

7. 提早還款及退款

- 7.1 <u>申請人可向卡公司以書面申請提前償還全部而非部份尚未償還之每月分期。申請獲得批核後,卡公司會即時將所有尚未償還之每月分期及提前還</u>款手續費(如有)記入帳戶內。
- 7.2 如貨品或服務有任何退款,當卡公司收妥由有關商戶退回的有關款項後,該款項將記入帳戶內,所有尚未記入帳戶內的每月分期及提前還款手續費(如有)將同時記入帳戶內。有關記入帳戶內的退款將依據持卡人合約內有關償還帳戶結欠的先後次序的條款處理。申請人確認卡公司毋須與有關商戶核對有關退款金額。

8. 終止免息消費分期計劃

儘管本文另有規定,如帳戶有任何欠繳紀錄或帳 戶因任何原因遭終止或暫停,或卡公司合理地認 為需保障其利益時,卡公司可隨時記入所有尚 未償還之每月分期於帳戶內而毋須事先通知申請 人。

9. 授權

申請人不可撤銷並授權卡公司將所有每月分期及 提前還款手續費(如有)記入帳戶內;為此,申請人 需在帳戶內預留足夠的信用限額。卡公司有權於 帳戶內記入超越當時信用額度的任何款項,申請 人需對所有結欠負責,並需按收費表支付超越信 用限額的費用。

10. 收費及費用

所有每月分期及提前還款手續費(如有)將視作為零售簽帳交易處理。所有持卡人合約中有關零售簽帳(按情況而定)的利息、財務費用及其他收費(如有)的條款均適用。如申請人未能於到期付款日或之前全數繳付該期結單的結欠金額,須按持卡人合約條款支付利息、財務費用及其他收費(如有)。免息消費分期計劃將可能收取利息、提前還款手續費(如有)或其他收費。

11. 其他

- 11.1 申請人向卡公司保證所有就申請免息消費分期計劃而向卡公司提出之資料及文件均為真實及正確,並承諾在上述資料及/或文件有任何更改時通知卡公司。
- 11.2 卡公司可絕對酌情決定任何與免息消費分期計劃 有關的事項,而所有有關決定為最終的並對申請 人有約束力(除有明顯的錯誤外)。
- 11.3 申請人授權卡公司就免息消費分期計劃或與此有關的情況下向有關商戶收取及保留任何有關的佣金、回扣、利益及/或其他益處。
- 11.4 申請人授權卡公司可向就免息消費分期計劃有關之人任透露、使用或交換任何有關申請人的分期計劃的資料。
- 11.5 卡公司有權向申請人發出書面通知更改本條款及 細則。
- 11.6 本條款及細則如中英文本有任何分歧,則以英文版本為準。

大豐銀聯雙幣信用卡收費表^(a)

(生效日期:2020年5月11日)

年書 1.

鑽石卡

- 主卡
- 附屬卡 白金卡

 - 主卡
 - 附屬卡

 - 主卡 附屬卡
- 入會費
- 商務白金卡
- 現金透支 (b) 手續費 2.
 - 澳門幣賬戶
 - 人民整膳戶
- 3. 最低還款額
 - 澳門幣賬戶
 - 人民幣賬戶 利息(c)
- 澳門幣賬戶
 - 人民幣賬戶
- 渝期費用 5.
 - 澳門幣賬戶
 - 人民幣賬戶
- 退票/拒納自動轉賬手續費 6
 - 澳門幣賬戶
 - 人民幣賬戶
- 索取月結單副本費用
- 索取簽賬單據副本費用
 - 澳門幣賬戶
 - 人民幣賬戶
- 終止商戶直接扣賬費 • 澳門幣賬戶

 - 人民幣賬戶
- 10 補發卡費用
- 外幣支票還款收費
 - > 澳門幣賬戶 人民幣賬戶
 - 賬戶結餘退款收費 (d)
 - > 澳門幣賬戶
 - 人民幣賬戶
 - 資信證明書
- 13.
- 超越信用限額手續費 (e) 14

註:

- 本表所列各項費用適用於所有中銀信用卡(國際)有限公司(「卡公司」)在澳門地區發行的大 (a)
- 豐銀聯雙幣信用卡,並可不時作出修訂。 持卡人從信用卡賬戶中提取結餘款項或其任何部份(除非卡公司不時訂明的退款程序進行)將 (b) 視作現金透支處理。
- 利息同時適用於所有現金透支及使用「繳費易」服務繳費或轉賬之交易。 (c)
- (d) 如結餘款項屬退税交易退款,收費為該退款額的2%(最低收費澳門幣/人民幣50元)。 若結欠金額超出信用卡之信用限額,卡公司將收取「超越信用限額手續費」,並記入信用卡 (e) 賬戶內。
- (f) 卡公司對所有事宜及爭議保留最終決定權。
- 如本表的中、英文版本有所差異,一概以中文版本為準。 (g)

每年澳門幣3.800元 每年澳門幣1.900元

每年澳門幣1.500元 每年澳門幣1.000元

每年澳門幣550元 每年澳門幣275元

澳門幣300元

每年澳門幣1.500元

澳門地區:現金透支金額的4.5% (最低收費澳門幣 30元)及每次另加澳門幣20元

澳門以外地區(不包括內地): 現金透支金額的4.5%

(最低收費澳門幣30元)及每次另加澳門幣20元 澳門地區:現金透支金額的4.5% (最低收費人民幣 30元)及每次另加人民幣20元

內地:使用銀聯網絡自動櫃員機,現金透支金額的 4.5% (最低收費人民幣30元)及每次另加人民幣25元

總欠款金額的3% (不低於澳門幣50元) 總欠款金額的3% (不低於人民幣50元)

消費簽賬年息: 28.80% 現金诱支年息: 28 80% (最低收費澳門幣5元) 消費簽賬年息: 28.80% 現金透支年息: 28.80% (最低收費人民幣5元)

最低還款額之5%(最低為澳門幣130元,最高為澳門 幣200元)

最低還款額之5%(最低為人民幣130元,最高為人民 幣200元)

每次澳門幣100元 每次人民幣100元 毎期月結單澳門幣50元

每張澳門幣30元 每張人民幣30元

每筆澳門幣50元 每筆人民幣50元 每張澳門幣100元

每張澳門幣100元 每張人民幣100元

每次澳門幣50元 每次人民幣50元 每份澳門幣200元 每期月結單澳門幣100元

資料政策通告

- 1. 本通告列載中銀香港(控股)有限公司及其附屬公司,包括中國銀行(香港)有限公司、中銀信用卡(國際)有限公司、中銀集團人壽保險有限公司、寶生證券有限公司及中銀香港資產管理有限公司(各稱「本公司」,如該公司仍屬中銀香港(控股)有限公司之附屬公司及不論該公司名稱有任何改變)有關其各自的資料當事人(見以下定義)的資料政策。本公司各方在本通告下的權利和責任為各別的而非共同的。本公司一方毋須為本公司另一方之行為或不作為負責。
- 2. 就本通告而言,「本集團」指本公司及其控股公司、分行、附屬公司、代表 辦事處及附屬成員,不論其所在地。附屬成員包括本公司的控股公司之分行、 附屬公司、代表辦事處及附屬成員,不論其所在地。
- 3. 「資料當事人」一詞,不論於本聲明何處提及,包括以下為個人的類別:
 - (a) 本公司提供的財務、保險、信用卡、證券、商品、投資、銀行及相關服務和產品及授信的申請人或客戶、被授權人、受保人、保單持有人、受益人及其他用戶;
 (b) 基於對本公司負有的責任而出任擔保人、保證人及提供抵押、擔保或任何形式的支持的人士;
 (c) 任何公司申請人及資料當事人/用戶的董事、股東、高級職員及經理;及
 (d) 本公司的供應商、承建商、服務供應商及其他合約締約方。

為免疑問,「資料當事人」不包括任何法人團體。本通告的內容適用於所有資料當事人,並構成其與本公司不時訂立或可能訂立的任何合約的一部分。若本通告與有關合約存在任何差異或分歧,就有關保護資料當事人的個人資料而言概以本通告為準。本通告並不限制資料當事人在個人資料(私隱)條例(香港法例第486章)(「條例」)及/或其他適用之法律(包括香港特別行政區境內或境外之法律)下之權利。

4. 資料當事人在開立或延續賬戶、建立或延續銀行授信或提供財務、保險、信用卡、證券、商品、投資、銀行及相關服務和產品及授信時,需要不時向本公司提供有關的資料。

- 5. 若未能向本公司提供該等資料,可能會導致本公司無法開立或延續賬戶或建立或延續銀行授信或提供財務、保險、信用卡、證券、商品、投資、銀行及相關服務和產品及授信。
- 6. 本公司會不時從各方收集或接收有關資料當事人的資料。該等資料包括但不限於在資料當事人與本公司延續正常業務往來期間,例如,當資料當事人簽發支票、存款或透過本公司發出的或提供的信用卡進行交易或在一般情況下以口頭或書面形式與本公司溝通時,從資料當事人所收集的資料,及從其他來源(例如從獲核准加入多家個人信貸資料服務機構模式的信貸資料服務機構(以下簡稱「信貸資料服務機構」))獲取資料。資料亦可能與本公司或任何本集團成員可獲取的其他資料組合或產生。
- 7. 資料當事人之資料可能會用作以下用途:
 - 評估資料當事人作為財務、保險、信用卡、證券、商品、投資、銀 (a) 行及相關服務和產品及授信的實際或準申請人的優點和適合性,及 /或處理及/或批核其申請、變更、續期、取消、復效及索償; 便利提供予資料當事人的服務,信貸及/或保單之日常運作; (b) 在適當時作信貸檢查(包括但不限於在信貸申請時及定期或特定審 (c) 查(通常每年進行一至多次)時)及進行核對程序(如條例所定義的); (d) 编制及維護本公司的評分模型; 提供信用查詢備考書; (e) 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信 (f) 貸提供者(以下簡稱「信貸提供者」)作信用檢查及追討債務; 確保資料當事人維持可靠信用; (g) (h) 研發、客戶概況彙編及分類及/或設計供資料當事人使用的財務、保 險、信用卡、證券、商品、投資、銀行及相關服務和產品及授信; 為推廣服務、產品及其他標的(詳見下述第12段); (i)確定本公司對資料當事人或資料當事人對本公司的負債款額; (j)

(k) 強制執行資料當事人應向本公司履行之責任,包括但不限於向資料 當事人及為向資料當事人提供抵押的人士追討欠款; 為符合根據下述適用於本公司或其任何分行或期望本公司或其任 (1)何分行遵從的有關披露及使用資料之責任、規定或安排: 在香港特別行政區境內或境外之已存在、現有或將來對 (i) 其具約束力或適用於其的任何法律(如稅務條例及其包 括有關自動交換財務賬戶資料的條文); 在香港特別行政區境內或境外之已存在、現有或將來並 (ii)由任何法定、監管、政府、稅務、執法或其他機構,或 由金融服務提供者之自律監管或行業的團體或組織所 發出或提供之任何指引或指導(如由稅務局所發出或提 供包括有關自動交換財務賬戶資料的指引或指導);及 (iii) 本公司或其任何分行因其金融、商業、營業或其他利益 或活動處於或關連於相關本地或海外的法定、監管、政 府、稅務、執法或其他機構或金融服務提供者之自律監 管或行業團體或組織之司法管轄區而須承擔或獲施加 與本地或海外之法定、監管、政府、稅務、執法或其他 機構或金融服務提供者之自律監管或行業團體或組織 之間的現有或將來之任何合約承諾或其他承諾; 為符合根據任何集團計劃下就遵從洗錢、恐怖份子資金籌集或其他 (m) 非法活動之制裁或防止或偵測而作出本集團內資料及信息分享及/ 或任何其他使用資料及信息的任何責任、規定、政策、程序、措施 或安排; 使本公司的實在或建議承讓人,或本公司對資料當事人的權利的參 (n) 與人或附屬參與人評核意圖成為轉讓,參與或附屬參與的交易; 與資料當事人或其他人士之資料比較以進行信貸調查,資料核實或 (0)以其他方法產生或核實資料,不論有關比較是否為對該資料當事人 採取不利之行動而推行; 作為維持資料當事人的信貸記錄或其他記錄,不論資料當事人與本 (p) 公司是否存在任何關係,以作現在或將來參考用;及

- (q) 與上述第7段有聯繫、有附帶性或有關的用途。
- 8. 本公司會對其持有的資料當事人資料保密,但(如適用之法律有所要求,僅在 獲得資料當事人的單獨同意的情況下)本公司可能會把該等資料提供及披露 (如條例及/或適用之法律所定義的)給下述各方作先前一段列出的用途:
 - 任何代理人、承包人、或向本公司提供行政、電訊、電腦、付款或 (a) 證券結算或其他與本公司業務運作有關的服務的第三方服務供應 商,不論其所在地; 任何對本公司(包括本集團的任何成員)有保密責任並已承諾作出保 (b) 密有關資料的其他人士; 付款銀行向出票人提供已付款支票的副本(而其中可能載有關於收 (c) 款人的資料); (d) 任何付款到資料當事人賬戶的人十; 任何從資料當事人收取付款的人士、其收款銀行及任何處理或辦理 (e) 該付款的中介人士; 資料當事人選擇將本公司持有的該等資料提供予向其提供服務的其 (f) 他銀行及金融服務提供者; 信貸資料服務機構(包括信貸資料服務機構所使用的任何中央資料 (g) 庫之經營者);而在資料當事人欠賬時,則可將該等資料提供給代 收賬款機構; 任何與資料當事人已經或將會存在往來的金融機構、消費卡或信用 (h) 卡發行公司、保險公司、證券及投資公司;及任何再保險及索償調 查公司、保險行業協會及聯會及其會員; 本公司或其任何分行在根據對其本身或其任何分行具約束力或適用 (i) 的法例規定下之責任或其他原因而必須向該人作出披露,或按照及 為實施由任何法定、監管、政府、稅務、執法或其他機構或金融服 務提供者之自律監管或行業團體或組織所提供或發出的指引或指導 需預期向該人作出披露,或根據與本地或海外之法定、監管、政府、 稅務、執法或其他機構或金融服務提供者之自律監管或行業團體或

	組織之間的任何合約承諾或其他承諾而向該人作出任何披露之任何人士,該等人士可能處於香港特別行政區境內或境外及可能是已存在、現有或將來出現的任何人士;		
(j)	本公司的任何實在或建議承讓人或就本公司對資料當事人的權利的 參與人或附屬參與人或受讓人;		
(k)	(i)	本集團之任何成員;	
	(ii)	第三方金融機構、承保人、信用卡公司、證券、商品及 投資服務供應商;	
	(iii)	第三方獎賞、年資獎勵、聯名合作及優惠計劃供應商;	
	(iv)	本公司及本集團之聯名合作夥伴(有關服務和產品的申請表上會提供聯名合作夥伴的名稱(視屬何情況而定));	
	(v)	慈善或非牟利組織;及	
	(vi)	就上述第 7(i)段而獲本公司任用之第三方服務供應商 (包括但不限於代寄郵件公司、電訊公司、電話促銷及 直銷代理人、電話服務中心、數據處理公司及資訊科 技公司),不論其所在地;及	
(1)		人持有聯名戶口的任何人士、可代表資料當事人作出指 為資料當事人的貸款提供(或可能提供)擔保的任何人	
本公	公司可能為上郊	世第 7 段所列之目的不時將資料當事人的資料轉移往香	

本公司可能為上述第7段所列之目的不時將資料當事人的資料轉移往香港特別行政區境外的地區。如適用之法律有所要求,本公司將徵求資料當事人針對該等跨境傳輸活動的單獨同意。

9. 如適用之法律有所要求,本公司將在和第三方共享資料當事人的個人資料前, 告知資料當事人接收方的姓名和聯繫方式、處理和提供其個人資料的目的和 方式,以及將要提供和分享個人資料的種類,並徵求資料當事人對共享其個 人資料的單獨同意。前述的個人資料接收方將僅為實現本通知下規定的具體 目的所需的範圍內使用個人資料,並在實現目的所需的最短時間內保存個人資料,或(如適用之法律有所要求)前述的個人資料接收方將按照適用之法律使用及保存個人資料。

10. 就 2011 年 4 月 1 日或以後有關資料當事人按揭申請之資料(不論作為借款人、 按揭人或擔保人及不論以資料當事人單名或與其他人士聯名方式),本公司 (以其自身及/或代理人身份)可向信貸資料服務機構提供下述關於資料當事 人的資料(包括任何下述資料中不時更新之任何資料):

(a)	全名;
(b)	就每宗按揭的身份(即作為借款人、按揭人或擔保人,以及不論以資料當事人單名或與其他人士聯名方式);
(c)	身份證號碼或旅遊證件號碼;
(d)	出生日期;
(e)	通訊地址;
(f)	就每宗按揭的按揭賬戶號碼;
(g)	就每宗按揭的信貸種類;
(h)	就每宗按揭的按揭賬戶狀況(如生效、已結束、撇賬(因破產命令除外)、因破產命令的撇賬);及
(i)	就每宗按揭的按揭賬戶結束日期(如適用)。

信貸資料服務機構會使用上述由本公司提供的資料,統計資料當事人(分別以借款人、按揭人或擔保人身份,及不論其以單名或與其他人士聯名方式)不時於信貸提供者持有之按揭宗數,於信貸資料庫內讓信貸提供者共用(惟受限於按條例核准及發出之個人信貸資料實務守則的規定)。

11. 本公司收集的部分資料可能構成適用之法律下的「敏感個人信息」,而只有 在採取了嚴格的保護措施且在處理行為具備充分必要性的前提下,本公司才 會處理敏感個人信息。如適用之法律有所要求,該等敏感個人信息將在獲得 資料當事人的單獨同意後才進行處理。

12. 使用資料作直接促銷

本公司擬使用資料當事人的資料作直接促銷及本公司須為此目的取得資料 當事人同意(包括資料當事人不反對之表示)。因此,請注意以下:

(a)	本公司持有資料當事人的姓名、聯絡詳情、產品及服務投資組合信息、交易模式及行徑、財務背景及統計資料可不時被本公司用於直接促銷;		
(b)	以下服務類別可作推廣:		
	(i)	財務、保險、信用卡、證券、商品、投資、銀行及相關服務和產品及授信;	
	(ii)	獎賞、年資獎勵或優惠計劃及相關服務和產品;	
	(iii)	本公司的聯名合作夥伴提供之服務和產品(有關服務和產品的申請表上會提供聯名合作夥伴的名稱(視屬何情況而定));及	
	(iv)	為慈善及/或非牟利的目的之捐款及資助;	
(c)	上述服務、產品及標的可由本公司及/或下述人士提供或(如涉及捐款及資助)募捐:		
	(i)	本集團之任何成員;	
	(ii)	第三方金融機構、承保人、信用卡公司、證券、商品 及投資服務供應商;	
	(iii)	第三方獎賞、年資獎勵、聯名合作及優惠計劃供應商;	
	(iv)	本公司及本集團之聯名合作夥伴(有關服務和產品的申請表上會提供聯名合作夥伴的名稱(視屬何情況而定));及	

(v)	慈善或非牟利組織;及
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(d) 除本公司推廣上述服務、產品及標的外,本公司同時擬提供列明於上述第12(a)段之資料至上述第12(c)段的所有或其中任何人士,該等人士藉以用於推廣上述服務、產品及標的,並本公司須為此目的取得資料當事人同意(其中包括資料當事人不反對之表示)。

若資料當事人不願意本公司使用或提供其資料予其他人士,藉以用於以 上所述之直接促銷,資料當事人可通知本公司以行使其不同意此安排的 權利。

13. 使用本公司開放應用程式介面(「Open API」)向資料當事人的其他銀行及 第三方服務供應商轉移個人資料

本公司可根據資料當事人向本公司、向資料當事人提供服務的其他銀行或資料當事人使用之第三方服務供應商(包括其他金融服務提供者)所發出的指示,使用本公司的 Open API 向該等其他銀行及第三方服務供應商轉移資料當事人的資料,以作本公司、資料當事人的其他銀行或第三方服務供應商所通知資料當事人的用途及/或資料當事人根據條例所同意的用途。

14. 根據條例及/或適用之法律的條款及個人信貸資料實務守則,任何資料當事 人有權:

(a)	查核本公司是否持有他的資料及查閱該等資料;
(b)	要求本公司改正任何有關他的不準確的資料;
(c)	查明本公司對於資料的政策及慣例和獲告知本公司持有的個人資料種類;
(d)	按要求獲告知哪些資料是會向信貸資料服務機構或代收賬款機構例 行披露的,以及獲提供進一步資料,藉以向有關信貸資料服務機構或代收賬款機構提出查閱和改正資料要求;
(e)	對於本公司向信貸資料服務機構提供的任何賬戶資料(為免生疑問,包括任何賬戶還款資料),於悉數清償欠款以終止賬戶時,指示本公司要求有關信貸資料服務機構從其資料庫中刪除該等賬戶資料,惟

是項指示必須於賬戶終止後 5 年內發出,且該賬戶在緊接賬戶終止之前 5 年內,並無超過 60 天的拖欠還款紀錄。賬戶還款資料包括最後一次到期的還款額、最後一次報告期間所作出的還款額(即緊接本公司向信貸資料服務機構提供最後一次賬戶資料前不超過 31 天的期間)、剩餘可用信貸額、或未償還款額及欠款資料(即過期欠款額及逾期還款日數、清還過期欠款的日期及全數清還拖欠超過 60 天的欠賬之日期(如有));及

(f) 根據適用之法律,

- (i) 要求本公司刪除其個人資料;
- (ii) 反對以某種特定方式使用其個人資料;
- (iii) 要求對處理其個人資料的規則進行解釋說明;
- (iv) 且滿足適用之法律要求的情況下,要求本公司將其向本公司提供的個人資料轉移給其選擇的第三方;
- (v) 撤回對收集、處理或轉移其個人資料的同意(資料當事人應注意,資料當事人撤回他們的同意可能導致本公司無法開立或延續賬戶或建立或延續銀行授信或提供財務、保險、信用卡、證券、商品、投資、銀行及相關服務和產品及授信);和
- (vi) 要求對自動化決策過程中產生的決策進行解釋,以及拒絕接受 僅由自動化決策技術作出的決定。
- 15. 在賬戶出現任何欠款的情況下,除非欠款金額在由出現拖欠日期起計 60 天 屆滿前全數清還或撇賬(因破產命令除外),信貸資料服務機構可由全數清還 欠款金額之日期起計 5 年保留賬戶還款資料(請見上述第 14(e)段的定義)。
- 16. 當資料當事人因被頒佈破產命令而導致賬戶中的任何金額被撇賬,不論賬戶 還款資料(請見上述第 14(e)段的定義)是否顯示存有任何超過 60 天的欠款, 信貸資料服務機構可由全數清還欠款金額之日期起計 5 年或由資料當事人 提供證據通知信貸資料服務機構其已獲解除破產命令的日期起計 5 年保留 賬戶還款資料(以較先出現者為準)。
- 17. 根據條例及/或適用之法律的條款,本公司有權就處理任何查閱資料的要求 收取合理費用。
- 18. 任何關於查閱或改正資料,或索取關於資料政策及慣例或所持有的資料種類的要求,應向下列人士提出:

中國銀行(香港)有限公司	中銀信用卡(國際)有限 公司	中銀集團人壽保險有限 公司
資料保障主任	資料保障主任	資料保障主任
中國銀行(香港)有限公司	中銀信用卡(國際)有限公司	中銀集團人壽保險有限公司
香港花園道1號 中銀大廈	香港干諾道西 68 號 中銀信用卡中心 15 樓	香港太古城英皇道 1111 號 13 樓
傳真: (852) 3717 4635	傳真: (852) 2541 5415	傳真: (852) 2522 1219
寶生證券有限公司	中銀香港資產管理有限公司	
資料保障主任	資料保障主任	
寶生證券有限公司	中銀香港資產管理有限公司	
新界元朗青山公路 102- 108 號 中銀元朗商業中心 4 樓	香港花園道 1 號 中銀大廈 40 樓	
傳真: (852) 2905 1909	傳真: (852) 2532 8216	

- 19. 本公司在考慮任何信貸申請時,會從信貸資料服務機構取得關於資料當事人的信貸報告。如資料當事人希望索閱該信貸報告,本公司會向其提供有關信貸資料服務機構的詳細聯絡資料。
- 20. 本通告的英文版本與中文版本如有任何分歧,有關任何於中國內地(不包括香港特別行政區)產生之事宜,一概以中文版本為準。有關任何於香港特別行政區及其他地方產生之事宜,一概以英文版本為準。

有關《資料政策通告》的修訂通知(「本通知」)

感謝您使用中國銀行(香港)有限公司及/或中銀信用卡(國際)有限公司 (以下各稱「本公司」) 的服務。

茲通知本公司已修訂《資料政策通告》並將於 2025 年 11 月 1 日 (「生效日期」) 起生效。下列 A 部分概括列出《資料政策通告》主要修訂重點,而 B 部份則列出不同部分的主要修訂內容以 便您參考。

A 部分:主要修訂概要

修訂概要	B 部份項目
訂明本公司大數據分析及人工智能 (BDAI) 的應用。	1
中銀信用卡(國際)有限公司註冊地址的變更。	2

B 部分:主要修訂詳情

項目	新增/修訂內容
1	修改第4段為:
	資料當事人在開立或延續賬戶、建立或延續銀行授信或提供財務、保險、信用卡、證券、商
	品、投資、銀行及相關服務和產品及授信時,需要不時(包括通過人工智能驅動的介面)向本公
	司提供有關的資料。
	新增第13段為:
	本公司或其第三方服務供應商可能會應用大數據分析和人工智能(「BDAI」)處理和分析資
	料當事人的資料,以實現本通告第7段所列出的用途。本公司亦可能應用 BDAI 促進自動化
	決策,以提升客戶服務及體驗、加強風險管理及合規、提供個人化產品或服務,以及改善營
	運效率。
2	修改第19段為:
	任何關於查閱或改正資料,或索取關於資料政策及慣例或所持有的資料種類的要求,應向下
	列人士提出:
	中銀信用卡(國際)有限公司
	資料保障主任
	中銀信用卡(國際)有限公司
	香港干諾道西68號
	中銀信用卡中心8樓
	傳真:(852) 2541 5415

請注意,如您在生效日期當日起或之後仍繼續使用本公司的服務,即表示您同意及接受《資料政

策通告》之修訂,有關修訂將對您具有約束力。若您不接納有關修訂,本公司可能無法繼續為您提供相關適用的服務。經修訂後的《資料政策通告》可於https://www.bochk.com/dam/document/retail/b/c20.pdf或於生效日期起於(中銀香港網頁/手機銀行)參閱。您亦可於2025年10月31日或以前在中銀香港網頁(www.bochk.com)(主頁>「最新消息」)下載本通知,此日後您未必能夠查閱或下載。

此外,本公司的《私隱政策聲明》亦作出相應修訂並於 2025 年 11 月 1 日生效,並訂明本公司以安全及負責任的方式應用BDAI,及已訂立政策及程序以對BDAI應用的風險及限制進行評估,以識別及管控使用有關科技所帶來的風險及對個人私隱的影響。經修訂後的《私隱政策聲明》將於生效日起上載於本行網站(www.bochk.com)(主頁>「重要聲明及私隱政策聲明」)供客戶參閱。

如本通知的中、英文版本有歧義,概以英文版本為準。

客戶如對本通知有任何查詢/回應,請致電客戶服務熱線與本公司聯絡。

中國銀行(香港)有限公司:(852)36693938 中銀信用卡(國際)有限公司:(852)21083288

中國銀行(香港)有限公司及中銀信用卡(國際)有限公司謹啟

Data Policy Notice

- 1. This Notice sets out the data policies of BOC Hong Kong (Holdings) Limited and its subsidiaries, including Bank of China (Hong Kong) Limited, BOC Credit Card (International) Limited, BOC Group Life Assurance Company Limited, Po Sang Securities Limited and BOCHK Asset Management Limited (each a "Company", for as long as such Company remains a subsidiary of BOC Hong Kong (Holdings) Limited and notwithstanding any change in the name of the 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. For the purposes of this Notice, the "Group" means the Company and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of the Company's holding companies, wherever situated.
- 3. The term "data subject(s)", wherever mentioned in this Notice, includes the following categories of individuals:
 - (a) applicants for or customers, authorized signatories, insured persons, policy holders, beneficiaries and other users of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth provided by a Company;
 (b) sureties, guarantors 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 data subjects/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 (Cap. 486, Laws of Hong Kong) (the "Ordinance") and/or other applicable laws, including the laws within or outside the Hong Kong Special Administrative Region.

- 4. From time to time, it is necessary for the data subjects to supply the Company with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities.
- 5. 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 financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities.
- 6. Data relating to the data subjects are collected or received by the Company from various sources 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, and data obtained from other sources (for example, credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit reference agencies")). Data may also be generated or combined with other information, available to the Company or any member of the Group.
- 7. The purposes for which the data relating to the data subjects may be used are as follows:
 - assessing the merits and suitability of the data subjects as actual or potential applicants for financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and/or processing and/or approving their applications, variation, renewals, cancellations, reinstatements and claims;
 - (b) facilitating the daily operation of the services, credit facilities provided to and/or insurance policies issued to the data subjects;

(c)	conducting credit checks whenever appropriate (including, without limitation, at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year) and carrying out matching procedures (as defined in the Ordinance);		
(d)	creating and maintaining the Company's scoring models;		
(e)	providing reference;		
(f)	assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as "credit providers") to conduct credit checks and collect debts;		
(g)	ensuring ongoing credit worthiness of data subjects;		
(h)	researching, customer profiling and segmentation and/or designing financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities for data subjects' use;		
(i)	marketing services, products and other subjects (please see further details in paragraph 12 below);		
(j)	determining amounts owed to or by the data subjects;		
(k)	enforcing data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;		
(1)	complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or any of its branches or that it is expected to comply according to:		
	(i) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);		

any guidelines or guidance given or issued by any legal, (ii)regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and (iii)any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Company or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations: complying with any obligations, requirements, policies, procedures, (m) measures or arrangements for sharing data and information within the Group and/or any other use of data and information in accordance with any groupwide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities; (n)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; (0) 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; maintaining a credit history or otherwise, a record of data subjects (whether (p) or not there exists any relationship between data subjects and the Company) for present and future reference; and

- (q) purposes incidental, associated or relating to paragraph 7.
- 8. Data held by the Company relating to data subjects will be kept confidential but, subject to the data subject's separate consent (insofar as required by applicable laws), the Company may provide and disclose (as defined in the Ordinance and/or applicable laws) such data to the following parties for the purposes set out in the previous paragraph:

(a)	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, wherever situated;	
(b)	any other person under a duty of confidentiality to the Company including any member of the Group which has undertaken to keep such information confidential;	
(c)	the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;	
(d)	any person making payment into the data subject's account;	
(e)	any person receiving payment from the data subject, the banker of such person and any intermediaries which may handle or process such payment;	
(f)	other banks and financial services providers to whom the data subject has chosen to provide such data held by the Company in connection with the provision of services to the data subject by those other banks and financial service providers;	
(g)	credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;	
(h)	any financial institution, charge or credit card issuing company, insurance company, securities and investment company with which the data subjects have or propose to have dealings; and any reinsurance and claims investigation company, insurance industry association and federation and their members;	

(i)	any person to whom the Company or any of its branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the Company or any of its branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the Company or any of its branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the Company or any of its branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;	
(j)	any actual or proposed assignee of the Company or participant or sub- participant or transferee of the Company's rights in respect of the data subject; and	
(k)	(i)	any member of the Group;
	(ii)	third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
	(iii)	third party reward, loyalty, co-branding and privileges programme providers;
	(iv)	co-branding partners of the Company and the Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
	(v)	charitable or non-profit making organisations; and
	(vi)	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 (7)(i) above, wherever situated; and
	any person whom the data subject holds a joint account with, people who can	
	give instruction	ons for the data subject or anyone who is giving (or may give)
	security for loans of the data subject.	

The Company may from time to time transfer the data relating to the data subjects to a place outside the Hong Kong Special Administrative Region for the purposes set out in paragraph 7 above. Insofar as required by applicable laws, the Company will obtain the data subject's separate consent in relation to such international transfers.

- 9. To the extent required by applicable laws, the Company will, prior to sharing the data subject's personal data with third parties, notify the data subject of the name and contact details of the recipients, the purposes and means of processing and provision of the data subject's personal data, and the types of personal data to be provided and shared, and obtain the data subject's separate consent to the sharing of the data subject's personal data. The foregoing data recipients will use the personal data to the extent necessary for the specific purposes set out in this Notice and store the personal data for the minimum length of time required to fulfil the purposes, or insofar as required by applicable laws, in accordance therewith.
- 10. With respect to data in connection with mortgages applied by the data subject (if applicable, and whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Company, on its own behalf and/or as agent, to credit reference agencies:

(a)	full name;	
(b)	capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);	
(c)	identity card number or travel document number;	

(d)	date of birth;	
(e)	correspondence address;	
(f)	mortgage account number in respect of each mortgage;	
(g)	type of the facility in respect of each mortgage;	
(h)	mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and	
(i)	if any, mortgage account closed date in respect of each mortgage.	

Credit reference agencies will use the above data supplied by the Company for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit databases of the credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

11. Some of the data collected by the Company may constitute sensitive personal data under applicable laws. In this case, the Company will only process sensitive personal data if strict protection measures are put in place and there is sufficient necessity to justify the processing. Insofar as required by applicable laws, such sensitive personal data will be processed with the data subject's separate consent.

12. USE OF DATA IN DIRECT MARKETING

The Company intends to use the data subject's data in direct marketing and the Company requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

(a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of the data subject held by the Company from time to time may be used by the Company in direct marketing;

(b)	the following class	ses of services, products and subjects may be marketed:
	(i)	financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities;
	(ii)	reward, loyalty or privileges programmes and related services and products;
	(iii)	services and products offered by the Company's cobranding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
	(iv)	donations and contributions for charitable and/or non-profit making purposes;
(c)	the above services, products and subjects may be provided or (in the case donations and contributions) solicited by the Company and/or:	
	(i)	any member of the Group;
	(ii)	third party financial institutions, insurers, credit card companies, securities, commodities and investment services providers;
	(iii)	third party reward, loyalty, co-branding or privileges programme providers;
	(iv)	co-branding partners of the Company and the Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
	(v)	charitable or non-profit making organisations; and

in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph 12(a) above to all or any of the persons described in paragraph 12(c) above for use by them in marketing those services, products and subjects, and the Company requires the data subject's written consent (which includes an indication of no objection) for that purpose.

If a data subject does not wish the Company to use or provide to other persons his/her data for use in direct marketing as described above, the data subject may exercise his/her opt-out right by notifying the Company.

13. TRANSFER OF PERSONAL DATA TO DATA SUBJECT'S OTHER BANKS AND THIRD PARTY SERVICE PROVIDERS USING THE COMPANY'S OPEN APPLICATION PROGRAMMING INTERFACES ("Open API")

The Company may, in accordance with the data subject's instructions to the Company, other banks providing services to the data subject or third party service providers (including other financial service providers) engaged by the data subject, transfer data subject's data to such other banks and third party service providers using the Company's Open API for the purposes notified to the data subject by the Company, the data subject's other banks or third party service providers and/or as consented to by the data subject in accordance with the Ordinance.

14. Under and in accordance with the terms of the Ordinance and/or applicable laws, and the Code of Practice on Consumer Credit Data, any data subject has the right:

(a)	to check whether the Company holds data about him/her and of access to such data;
(b)	to require the Company to correct any data relating to him/her 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)	to be informed on request 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 access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies);

- in relation to any account data (including, for the avoidance of doubt, any (e) account repayment data) which has been provided by the Company to a credit reference agency, to instruct the Company, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Company to the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)); and
- (f) in accordance with applicable laws,
 - (i) to request the Company to delete his/her personal data;
 - (ii) to object to certain uses of his/her personal data;
 - (iii) to request an explanation of the rules governing the processing of his/her personal data;
 - (iv) to ask that the Company transfer personal data that he/she has provided to the Company to a third party of his/her choice under circumstances as provided under applicable laws;
 - (v) to withdraw any consent for the collection, processing or transfer of his/her personal data (the data subject should note that withdrawal of their consent may result in the Company being unable to open or continue accounts or establish or continue banking facilities or provide financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities); and
 - (vi) to have decisions arising from automated decision making ("ADM") processes explained and to refuse to such decisions being made solely by ADM.

- 15. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 14(e) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
- 16. In the event any amount in an account is written-off due to a bankruptcy order being made against the data subject, the account repayment data (as defined in paragraph 14(e) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency(ies), whichever is earlier.
- 17. In accordance with the terms of the Ordinance and/or applicable laws, the Company may charge a reasonable fee for the processing of any data access request.
- 18. The persons 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 are as follows:

Bank of China (Hong Kong) Limited	BOC Credit Card (International) Limited	BOC Group Life Assurance Company Limited
The Data Protection Officer	The Data Protection Officer	The Data Protection Officer
Bank of China (Hong Kong) Limited	BOC Credit Card (International) Limited	BOC Group Life Assurance Company Limited
Bank of China Tower 1 Garden Road Hong Kong	15/F, BOC Credit Card Centre 68 Connaught Road West Hong Kong	13/F, 1111 King's Road Taikoo Shing Hong Kong
Facsimile: (852) 3717 4635	Facsimile: (852) 2541 5415	Facsimile: (852) 2522 1219

Po Sang Securities Limited	BOCHK Asset Management Limited
The Data Protection Officer	The Data Protection Officer
Po Sang Securities Limited	BOCHK Asset Management Limited
4/F, BOC Yuen Long Commercial Centre, 102-108 Castle Peak Road Yuen Long New Territories Hong Kong	40/F, Bank of China Tower 1 Garden Road Hong Kong
Facsimile: (852) 2905 1909	Facsimile: (852) 2532 8216

- 19. The Company may have obtained credit report(s) on the data subject from credit reference agency(ies) in considering any application for credit. In the event that the data subject wishes to access the credit report(s), the Company will advise the contact details of the relevant credit reference agency(ies).
- 20. 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 the Hong Kong Special Administrative Region, and the English version shall prevail in relation to any matters arising in the Hong Kong Special Administrative Region and elsewhere.

Nov 2024

Notice of Amendments to "Data Policy Notice" (the "Notice")

Thank you for using the services of Bank of China (Hong Kong) Limited and/or BOC Credit Card (International) Limited (each a "Company").

Please be informed that the Company's Data Policy Notice ("DPN") has been amended and will be effective from 1 November 2025 (the "Effective Date"). Part A below sets out a summary of the key amendments to the DPN. In Part B, details of the amendments to different sections are provided for your ease of reference.

Part A: Summary of Key Amendments

Summary of amendments	
	Section No.
To specify the Company's application of big data analytics and artificial intelligence (BDAI)	1
To update the registered address of BOC Credit Card (International) Limited	2

Part B: Details of Key Amendments

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Section	Amendments		
1	Paragraph 4 shall be amended as follows:		
	From time to time, it is necessary for the data subjects to supply the Company with data		
	(including through interfaces powered by artificial intelligence) in connection with the opening		
	or continuation of accounts and the establishment or continuation of banking facilities or		
	provision of financial, insurance, credit card, securities, commodities, investment, banking and		
	related services and products and facilities.		
	Paragraph 13 shall be added as follows:		
	The Company or its third party service providers may use big data analytics and artificial		
	intelligence (BDAI) to process and analyse data relating to the data subjects to achieve the		
	purposes listed in paragraph 7 above. The Company may also use BDAI to facilitate automated		
	decision-making for enhancing customer services and experiences, strengthening risk		
	management and compliance, offering personalized products and services, as well as improving		
	operational efficiency.		
2	Paragraph 19 shall be amended as follows:		
	The persons 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 are as follows:		
	BOC Credit Card (International) Limited		
	The Data Protection Officer		

BOC Credit Card (International) Limited

8/F, BOC Credit Card Centre

68 Connaught Road West

Hong Kong

Facsimile: (852) 2541 5415

Please note that your continuous use of the Company's services on or after the Effective Date constitutes your agreement and acceptance of the amendments on the DPN which shall be binding on you. The Company may not be able to continue to provide relevant applicable services to you if you do not accept the amendments on the DPN. The amended version of the DPN is now available on https://www.bochk.com/dam/document/retail/b/e20.pdf and will be available on (BOCHK Website / mobile banking app) on or after the Effective Date. You can also download the Notice from BOCHK website (www.bochk.com) (Home > "What's new") on or before 31 October 2025 and you may not be able to access or download it afterwards.

Corresponding amendments have been made to the Company's Privacy Policy Statement ("PPS") and will be effective from 1 November 2025, which also specify that the Company applies BDAI in a safe and responsible manner, and has implemented policies and procedures to assess the risks and limitations on the use of BDAI, so as to identify and address the risks and impacts on personal privacy associated with the use of these technologies. The amended version of the PPS will be available at our official website (www.bochk.com) (Home > "Important Notice and Privacy Policy Statement") from the Effective Date.

Should there be any discrepancy between the English and Chinese versions of this Notice, the English version shall prevail.

For enquiries/responses about the Notice, please call our Customer Service Hotline:

Bank of China (Hong Kong) Limited: (852) 3669 3938

BOC Credit Card (International) Limited: (852) 2108 3288

Bank of China (Hong Kong) Limited and BOC Credit Card (International) Limited

私隱政策聲明

訂立本私隱政策聲明的目的是按個人資料(私隱)條例(下稱「條例」)的條款確立中銀香港(控股)有限公司及其附屬公司,包括中國銀行(香港)有限公司、中銀信用卡(國際)有限公司、中銀集團人壽保險有限公司、寶生證券有限公司及中銀香港資產管理有限公司(各稱「本公司」,如該公司仍屬中銀香港(控股)有限公司之附屬公司及不論該公司名稱有任何改變)對於致力保障個人資料私隱的政策及實務。本公司非常重視個人私隱並努力維護本公司將會收集得到的個人資料的保安及保密以達致鞏固本公司與「資料當事人」、「僱員」、「使用者」及「其他個別人士」(按以下釋義)之間的信任。

「資料當事人」一詞,不論於本聲明何處提及,包括以下為個人的類別:

- a. 本公司提供的財務、保險、信用卡、證券、商品、投資、銀行及相關服務 和產品及授信的申請人或客戶、被授權人、受保人、保單持有人、受益人 及其他用戶;
- b. 基於對本公司負有的責任而出任擔保人、保證人及提供抵押、擔保或任何 形式的支持的人士;及
- c. 任何公司申請人及資料當事人/用戶的董事、股東、高級職員及經理。

「僱員」一詞,不論於本聲明何處提及,包括本公司的僱員及/或申請本公司任何 職位的申請人。

「使用者」一詞,不論於本聲明何處提及,包括本公司網站的訪客及/或使用者,或當訪客及/或使用者經任何電子裝置包括但不限於電腦及手提電話(「電子裝置」)與本公司聯絡。

「其他個別人士」一詞,不論於本聲明何處提及,包括本公司的供應商、承建商、 服務供應商、業務夥伴、業主、租客、講座參加者、訪客、其他合約締約方及以 上各方之僱員(如適用)。

就本聲明而言,「本集團」指本公司及其控股公司、分行、附屬公司、代表辦事 處及附屬成員,不論其所在地。附屬成員包括本公司的控股公司之分行、附屬公 司、代表辦事處及附屬成員,不論其所在地。

本公司各方在本聲明下的權利和責任為各別的而非共同的。本公司一方毋須為本公司另一方之行為或不作為負責。

持有個人資料的種類

本公司持有的個人資料主要分為三大類。他們分別由以下各項所含個人資料組成:

- 1. 關於資料當事人記錄,資料當事人需不時向本公司提供有關資料:
 - a. 在開立或延續賬戶、建立或延續銀行授信或提供財務、保險、信用 卡、證券、商品、投資、銀行及相關服務和產品及授信;
 - b. 在資料當事人與本公司延續正常業務往來期間,例如,當資料當事人簽發支票、存款或透過本公司發出的或提供的信用卡進行交易或 在一般情況下以口頭或書面形式與本公司溝通時。
- 2. **關於僱員記錄**,包括但不限於僱員姓名、地址、電郵地址、聯絡電話號碼、 教育背景、履歷及家屬的相關個人資料。
- 3. **關於其他個別人士記錄**,包括但不限於本公司的供應商、承建商、服務供應商、業務夥伴、業主、租客、講座參加者、訪客、其他合約締約方及以上各方之僱員(如適用)的姓名、地址、電郵地址、聯絡電話號碼及其他載有個人資料的運作及行政方面的檔案。

保存個人資料的目的

1. 關於資料當事人:

資料當事人之資料可能會用作以下用途:

- a. 評估資料當事人作為財務、保險、信用卡、證券、商品、投資、銀行及相關服務和產品及授信的實際或準申請人的優點和適合性,及/或處理及/或批核其申請、變更、續期、取消、復效及索償;
- b. 便利提供予資料當事人的服務,信貸及/或保單之日常運作;
- c. 在適當時作信貸檢查(包括但不限於在信貸申請時及定期或特定審查(通常每年進行一至多次)時)及進行核對程序(如條例所定義的);
- d. 編制及維持本公司的評分模型;
- e. 提供信用查詢備考書;
- f. 協助其他在香港獲核准加入多家個人信貸資料服務機構模式的信貸提供者作信用檢查及追討債務;
- g. 確保資料當事人維持可靠信用;
- h. 研發、客戶概況彙編及分類及/或設計供資料當事人使用的財務、保險、信用卡、證券、商品、投資、銀行及相關服務和產品及授信;
- i. 為推廣服務、產品及其他標的(詳見本公司的資料政策通告(下稱 「資料政策通告」)的第 12 段);
- 確定本公司對資料當事人或資料當事人對本公司的負債款額;
- k. 強制執行資料當事人應向本公司履行之責任,包括但不限於向資料 當事人及為向資料當事人提供抵押的人士追討欠款;
- I. 為符合根據下述適用於本公司或其任何分行或期望本公司或其任何分行導從的有關披露及使用資料之責任、規定或安排:

- i. 在香港特別行政區境內或境外之已存在、現有或將來對其具 約束力或適用於其的任何法律(如稅務條例及其包括有關自 動交換財務賬戶資料的條文);
- ii. 在香港特別行政區境內或境外之已存在、現有或將來並由任何法定、監管、政府、稅務、執法或其他機構,或由金融服務提供者之自律監管或行業的團體或組織所發出或提供之任何指引或指導(如由稅務局所發出或提供包括有關自動交換財務賬戶資料的指引或指導);及
- iii. 本公司或其任何分行因其金融、商業、營業或其他利益或活動處於或關連於相關本地或海外的法定、監管、政府、稅務、執法或其他機構或金融服務提供者之自律監管或行業團體或組織之司法管轄區而須承擔或獲施加與本地或海外之法定、監管、政府、稅務、執法或其他機構或金融服務提供者之自律監管或行業團體或組織之間的現有或將來之任何合約承諾或其他承諾;
- m. 為符合根據任何集團計劃下就遵從洗錢、恐怖份子資金籌集或其他 非法活動之制裁或防止或偵測而作出中銀香港集團內資料及信息 分享及/或任何其他使用資料及信息的任何責任、規定、政策、程序、 措施或安排;
- n. 使本公司的實在或建議承讓人,或本公司對資料當事人的權利的參 與人或附屬參與人評核意圖成為轉讓,參與或附屬參與的交易;
- o. 與資料當事人或其他人士之資料比較以進行信貸調查,資料核實或 以其他方法產生或核實資料,不論有關比較是否為對該資料當事人 採取不利之行動而推行;
- p. 作為維持資料當事人的信貸記錄或其他記錄,不論資料當事人與本公司是否存在任何關係,以作現在或將來參考用;及
- q. 與上述的用途有聯繫、有附帶性或有關的用途。

2. 關於僱員(如適用):

僱員資料主要是用於與僱傭關係和人力資源管理相關的工作,包括但不限 於本項所列的目的:

- a. 處理工作申請;
- b. 釐定及檢討薪酬、獎金及其他員工福利;
- c. 向前僱主進行推薦檢查;
- d. 考慮升遷、調任、借用;
- e. 對本公司內部細則的合規監控;
- f. 用於任何直接或間接有關本公司的合規目的及任何僱傭或法定責任;及

g. 管理任何有關僱員退休及保險計劃的事官及福利。

3. 關於其他個別人士(如適用):

其他個別人士之資料可能會用作以下用途:

- a. 聘請、管理、監督及評估供應商、承建商、服務供應商、業務夥伴 的業務關係及其提供服務予本公司的員工;
- b. 管理、監督及評估業主及/或租客的租務關係;
- c. 舉辦及提供本公司的講座活動;及
- d. 便利上述各項的日常運作及行政工作。

個人資料的收集及使用

- 1. 關於收集個人資料,本公司會向資料當事人提供一份「資料政策通告」的 副本及/或(如適用)向僱員提供一份就有關收集僱員記錄的通知副本及/或 (如適用)通知其他個別人士,述明收集資料的目的、將獲轉交資料的人士 的身份類別、查閱及改正資料的權利,以及其他有關資料。
- 2. 關於網上收集資料及個人資料或當使用者經電子裝置與本公司聯絡,以下 條款只適用於本公司所管理的網站或當使用者經電子裝置與本公司聯絡:
 - a. 本部份僅限於透過本公司網站、本公司的網上廣告及電子通訊所收 集有關的資料。本部份並不適用於使用者離開本公司網站後,或使 用者登入有本公司網上廣告的第三方網站或並非本公司運作或控 制的第三方網站的連結時。
 - b. 使用者瀏覽本公司網站、電子回應本公司的網上廣告、經任何電子 裝置與本公司通訊即表明使用者同意本公司按照本部份所述使用 Cookies 及使用者的資料。除非使用者同意以上所述,否則請不要 繼續使用本公司網站及提供使用者的資料。
 - c. 本公司會經網頁伺服器日誌存錄到訪本公司網站人士之記錄(包括:點擊日期時間、IP 地址、點擊的網頁、瀏覽器類別、裝置、操作系統、網上銀行戶口號碼 (如適用));本公司有可能將使用者到訪的記錄(或會結合使用者其他個人資料)用作改善網站運作、統計分析及推廣用途,本公司會按照實際需要,將有關資料保留一段適當的時間。本公司網頁伺服器日誌是預設為自動存錄使用者資料的,如使用者繼續瀏覽本公司網站,即代表使用者已確認同意本公司按上述說明存錄、使用及轉移其資料。此外,本公司可能會存錄使用者到訪本公司微信官方賬號之記錄;如有需要,本公司亦有可能將上述使用者到訪微信官方賬號之記錄;如有需要,本公司亦有可能將上述使用者到訪微信官方賬號之記錄,如有需要,本公司亦有可能將上述使用者到訪微信官方賬號之記錄傳送予中銀信用卡(國際)有限公司,作統計用途及分析使用者的人數及一般使用形式。部份使用者的資料,包括個人化設定資料會於使用 Cookies 時被收集。Cookies 是載有少量資料的檔案,自動儲存於使用者的電子裝置

互聯網瀏覽器內供本公司網站擷取資訊。Cookies 收集的資料是不記名的使用者個人化設定資料,並不含姓名或地址資料或任何資料而可使他人經任何方法聯絡使用者。本公司並不會經此收集或儲存使用者的個人資料。當使用者登入網上銀行及手機銀行服務後,其互聯網瀏覽器將儲存本公司獨有的 Cookies 檔案。當使用者登出後,Cookies 便會失效。如使用者不欲使用 Cookies,使用者可更改瀏覽器的設定。惟使用者將因此不能登入享用本公司的網上銀行及手機銀行服務。

- d. 本公司網站及微信官方賬號上的某些部份會特定要求使用者提供個人資料,例如,透過填寫網上表格提交詢問、申請特定產品或服務或註冊使用本公司的網上服務,如網上銀行及手機銀行服務。請閱讀這些產品及服務的適用條款及細則,以及本公司的「資料政策通告」,通知有關本公司對使用者的個人資料的收集目的、該等資料可能移轉予的類別人士、使用者查閱及更正個人資料的權利及其他相關資料。如使用者不同意以上所述,請不要繼續使用本公司網站及微信官方賬號及提供其個人資料予本公司。
- e. 在本公司網站所提供有關工作申請的個人資料(如適用)會用作評估申請者的工作申請的適合性。本公司會收集申請者基本個人資料包括姓名、電郵地址、聯絡電話號碼、教育背景及履歷。當經本公司網站進行工作申請,請閱讀本公司就有關僱員記錄的相關通知。如申請者未能提供該等資料可引致本公司不能處理其工作申請。
- f. 就本公司流動應用程式服務而言,除非文意另有所指,否則在本聲明中提及到「本公司網站」時應讀為「本公司流動應用程式」。
- g. 本公司會於使用者享用本公司流動應用程式及本公司微信官方賬 號服務時存取使用者的位置資料以便利使用者找尋附近自動櫃員 機、分行或進行附近物業估價,而本公司流動應用程式亦可能會存 取使用者流動裝置上的(i) 安裝識別碼、(ii) 位置資料、(iii) 麥克風、 (iv) 相機、(v) 通訊錄、(vi)日曆、(vii) 生物認證模組及(viii)語音識別 以提供相關應用程式的服務。惟客戶的位置、日曆、生物認證資料 及相關的資料不會儲存或記錄在本公司的數據庫內。若使用者的電 子裝置有記憶卡,本公司可能會存取記憶卡內容去修改或刪除儲存 於記憶卡的應用程式數據內容,使能夠運作本公司的流動應用程式 服務。使用者如不欲本公司透過前述方式使用資料,使用者可隨時 更改流動裝置的設定、解除安裝流動應用程式或取消關注本公司微 信官方賬號。在此情況下,使用者將不能享用本公司的流動應用程 式或微信官方賬號的全部服務或只能享用部份的服務。
- h. 就「BoC Pay」應用程式,本公司可能會讀取及儲存使用者流動電 話的裝置識別碼來進行手機核對及服務支援性檢查程序,以用作

- 「BoC Pay」應用程式的運作用途。使用者如不欲本公司透過前述方式使用資料,使用者可隨時解除安裝「BoC Pay」應用程式。在此情況下,使用者將不能享用本公司的「BoC Pay」應用程式服務。
- i. 就本公司微信官方賬號,本公司會於使用者關注微信官方賬號後, 自動經微信平台獲取使用者微信賬號的賬號識別碼(Open ID)、頭 像、暱稱、性別、國家/地區/城市、關注/綁定時間及狀態,以作推 送訊息、統計及分析的用途。如有需要,本公司亦有可能將上述資 料傳送予服務供應商,以作核證使用者身份及傳送回覆訊息之用 (例如:抽獎結果)。使用者如不欲向本公司提供上述資料,使用者 可取消關注本公司微信官方賬號。在此情況下,使用者將不能享用 本公司的微信官方賬號服務。
- j. 除本公司於網上銀行、手機銀行、網上商品買賣、網上表格、流動 應用程式服務及微信官方賬號服務特定要求使用者提供個人資料, 使用者毋須提供其個人資料即可使用本公司網站。

個人資料的存檔

資料當事人及/或僱員及/或使用者及/或其他個別人士的個人資料及資料的保存時間不超過將其保存以貫徹該資料於被收集時而被使用於或會被使用於的目的所需的時間及不時為符合法定、監管及會計的規定。

個人資料的披露及/或轉移

除非作出有關披露及/或轉移是根據「資料政策通告」及/或(如適用)就有關僱員記錄是根據相關通知及/或得到資料當事人及/或僱員及/或使用者及/或其他個別人士事前同意及/或該披露及/或轉移是本公司受約束的任何法例下容許或規定,否則個人資料不會披露及/或轉移予其他人士。

個人資料的保安

所有提供予本公司之個人資料及資料均受到保障,只准許獲授權之員工查閱。在 傳送資料時,會採用加密法技術予以保障資料當事人、僱員、使用者及其他個別 人士敏感性的個人資料。

如本公司聘用(不論是在香港或香港以外聘用)資料處理者,以代本公司處理個人 資料,本公司將採用合約規範方法或其他方法,以防止轉移予該資料處理者作處 理的個人資料未獲准許或意外地被查閱、處理、刪除、遺失或使用。

本公司私隱政策聲明的變更

本聲明會不時更新。請定期聯絡本公司及/或訪問本公司網站以了解本公司最新 之私隱政策版本。

查閱資料要求及改正資料要求

本公司會按照條例的規定,依從及處理一切查閱資料及改正資料要求。

本公司可按照條例依從查閱資料要求收取合理的費用。

聯絡資料

任何關於查閱或改正資料,或索取關於資料政策及慣例或所持有的資料種類的要求,應向下列人士提出:

中國銀行(香港)有限公司

資料保障主任 中國銀行(香港)有限公司 香港花園道 1 號中銀大廈 傳直: +852 3717 4635

中銀信用卡(國際)有限公司

資料保障主任 中銀信用卡(國際)有限公司 香港干諾道西 68 號 中銀信用卡中心 15 樓 傳直: +852 2541 5415

中銀集團人壽保險有限公司

資料保障主任 中銀集團人壽保險有限公司 香港太古城英皇道 1111號 13樓

傳直: +852 2522 1219

寶生證券有限公司

資料保障主任 寶生證券有限公司 新界元朗青山公路 102-108 號 中銀元朗商業中心 4 樓 傳真:+852 2905 1909

中銀香港資產管理有限公司

資料保障主任 中銀香港資產管理有限公司 香港花園道 1 號 中銀大廈 40 樓

傳真: +852 2532 8216

本聲明的英文版本與中文版本如有任何分歧,有關任何於中國內地(不包括香港特別行政區)產生之事宜,一概以中文版本為準。有關任何於香港特別行政區及其他地方產生之事宜,一概以英文版本為準。

二零二三年十一月

Privacy Policy Statement

The purpose of this Privacy Policy Statement is to establish the policies and practices of BOC Hong Kong (Holdings) Limited and its subsidiaries, including Bank of China (Hong Kong) Limited, BOC Credit Card (International) Limited, BOC Group Life Assurance Company Limited, Po Sang Securities Limited, BOCHK Asset Management Limited (each a "Company", for so long as such Company remains a subsidiary of BOC Hong Kong (Holdings) Limited and notwithstanding any change in the name of the Company) towards the Company's commitment in protecting personal data privacy in accordance with the provisions of the Personal Data (Privacy) Ordinance (the "Ordinance"). The Company highly values personal privacy and strives to preserve the confidentiality and security of all the personal information which the Company may collect so as to strengthen the trust and confidence between the Company and the Data Subjects, Employees, Users and Other Individuals (as hereinafter defined).

The term "Data Subject(s)", wherever mentioned in this Statement, includes the following categories of individuals:-

- a. applicants for or customers, authorized signatories, insured persons, policy holders, beneficiaries and other users of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth provided by the Company;
- b. sureties, guarantors and parties providing security, guarantee or any form of support for obligations owed to the Company; and
- c. directors, shareholders, officers and managers of any corporate applicants and Data Subjects/ users.

The term "Employee(s)", wherever mentioned in this Statement, includes employees and/or applicants for any openings offered by the Company.

The term "User(s)", wherever mentioned in this Statement, includes visitors and/or users of the Company's Website, or when the visitors and/or users communicate with the Company via any electronic devices including but not limited to computer and mobile phone ("Electronic Devices").

The term "Other Individuals", wherever mentioned in this Statement, include suppliers, contractors, service providers, business partners, landlords, tenants,

participants of seminars, visitors, other contractual counterparties of the Company and the employee(s) of the above-mentioned parties (if applicable).

For the purposes of this Statement, the "Group" means the Company and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of the Company's holding companies, wherever situated.

The rights and obligations of each Company under this Statement are several and not joint. No Company shall be liable for any act or omission by another Company.

Kinds of Personal Data Held

There are three broad categories of personal data held in the Company. They comprise personal data contained in the following:

- 1. **Data Subject records**, which are necessary for Data Subjects to supply to the Company from time to time:
 - a. in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities;
 - b. 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.
- 2. **Employee records**, which include but are not limited to the name, address, e-mail address, contact phone number, educational background, curriculum vitae and relevant personal data of family members of Employees.
- 3. Other Individuals records, which include but not limited to the name, address, e-mail address, contact phone number of suppliers, contractors, service providers, business partners, landlords, tenants, participants of seminars, visitors, other contractual counterparties of the Company and the employee(s) of the above-mentioned parties (if applicable); and other operational and administrative records that contain personal data.

Purposes of Keeping Personal Data

1. In relation to Data Subjects:

The purposes for which the data relating to the Data Subjects may be used are as follows:

- a. assessing the merits and suitability of the Data Subjects as actual or potential applicants for financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and/or processing and/or approving their applications, variation, renewals, cancellations, reinstatements and claims;
- b. facilitating the daily operation of the services, credit facilities provided to and/or insurance policies issued to the Data Subjects;
- c. conducting credit checks whenever appropriate (including, without limitation, at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year) and carrying out matching procedures (as defined in the Ordinance);
- d. creating and maintaining the Company's scoring models;
- e. providing reference;
- f. assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model to conduct credit checks and collect debts;
- g. ensuring ongoing credit worthiness of Data Subjects;
- h. researching, customer profiling and segmentation and/or designing financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities for Data Subjects' use;
- i. marketing services, products and other subjects (please see further details in paragraph 12 of the Company's Data Policy Notice ("DPN"));
- j. determining amounts owed to or by the Data Subjects;
- k. enforcing Data Subjects' obligations, including without limitation the collection of amounts outstanding from Data Subjects and those providing security for Data Subjects' obligations;
- complying with the obligations, requirements or arrangements for disclosing and using data that apply to the Company or any of its branches or that it is expected to comply according to:

- any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
- ii. any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and
- iii. any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the Company or any of its branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
- m. complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the Group and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
- n. 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;
- 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;

- p. 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
- q. purposes incidental, associated or relating to the abovementioned purposes.

2. In relation to Employees (as and where applicable):

The purposes for which the data relating to the Employees may be used in connection with the employer and employee relationship and human resources management, including but not limited to the purposes as mentioned herein:

- a. processing employment application;
- b. determining and reviewing salaries, bonuses and other benefits should be employed;
- c. conducting reference check with previous employers;
- d. consideration for promotion, transfer or secondment;
- e. monitoring compliance with internal rules of the Company;
- f. any other purposes directly or indirectly relating to the compliance by the Company or any of the employment or statutory obligations; and
- g. administering any affairs or benefits relating to the retirement and insurance plan of Employees.

3. In relation to Other Individuals (as and where applicable):

The purposes for which the data relating to the Other Individuals may be used are as follows:

- engaging, managing, monitoring and assessing the business relationship with the suppliers, contractors, service providers, business partners and their staff who provide services to the Company;
- b. managing, monitoring and assessing the landlord and tenant relationship with the landlords and/or tenants;
- c. organizing and delivering seminars for the Company; and
- d. facilitating the daily operation and administration of the above.

Collection and Use of Personal Data

- 1. In relation to the collection of the personal data, the Company will provide the Data Subjects with a copy of the DPN and/or (as and where applicable) the Employees with a copy of relevant Notice in connection with the collection of Employee records and/or (as and where applicable) will notify Other Individuals of the purpose of collection, classes of persons to whom the data may be transferred, their rights to access and correct the data, and other relevant information.
- 2. In relation to the collection of the information and personal data on-line or when the Users communicate with the Company via Electronic Devices, the following provisions shall be applicable to the Company's Website or when the Users communicate with the Company via the Electronic Devices:
 - a. This section is limited to the information collected on the Company's Website, the Company's online advertisements and electronic communications. This section does not apply after the Users leave the Company's Website or when the Users visit thirdparty's websites where the Company's online advertisements are displayed or links to third-party websites not operated or controlled by the Company.
 - b. By browsing the Company's Website, electronically responding to the Company's online advertisements, communicating with the Company via any Electronic Devices, the Users' consent to the Company's use of cookies and the Company's use of the Users' Information in the manner as set out in this section. The Users do not proceed further and do not provide the Information unless the Users' consent to the above.
 - c. The Company will record the information of visitors visiting the Company's Website through the web server access log (including the clicking date and time, IP address, pages clicked, browser type, device, operating system and Internet Banking account number (if applicable)). The Company might use the Users' record (and may combine with other personal information of the Users) for the purposes of improving the operation of this website, statistical analysis and marketing. The Company will keep the relevant information for an appropriate period of time based on the actual needs. The Company's web server access log will record the Users' information automatically by default. By

continuing browsing the Company's Website, users are deemed to have given their consent for the Company to store, use and transfer the information in the above manner. The Users' visit to the Company's WeChat Official Account may be recorded. The Company may also provide the record of users' visit to WeChat Official Account above to BOC Credit Card (International) Limited for statistical purpose and for analysis on the number of users and general usage patterns. Some of the Users' Information including Users' personalized settings information will be gathered through the use of "cookies". Cookies are small bits of information that are automatically stored in the web browser in Users' Electronic Devices that can be retrieved by the Company's Website. The information collected by "cookies" is anonymous visitor's personalized settings information and contain no name or address information or any information that will enable anyone to contact the Users via any means. No Users' personal data will be collected or stored by the Company. For Internet Banking and Mobile Banking services, a "cookie" with a unique identifier assigned by the Company will be stored in the Users' web browsers throughout the session after login. Cookies will be expired upon logging off. Should the Users wish to disable these cookies, the Users may do so by changing the setting of the browser. However, the Users will then not be able to login the Company's Internet Banking and/or Mobile Banking services.

d. There are sections of the Company's Website and WeChat Official Account where the Company specifically asks for the Users' personal data, for example, when completing online forms to submit an enquiry, applying for a particular product or service or if registering to use the online services, such as Internet Banking and Mobile Banking services. Please refer to and read the applicable terms and conditions for these products and services as well as the DPN informing the types of data collected, purposes of collection, classes of persons to whom the Users' data may be transferred, the rights to access and correct the personal data, and other relevant information. If the Users do not consent to the same, please do not proceed further and do not provide the Users' personal data to the Company and WeChat Official Account.

- e. Personal data collected by the Company through the Company's Website in connection with an application for employment (as and where applicable) will be used to assess the suitability of the applicant to the job application. The Company may collect the applicant's basic personal data including the name, e-mail address, contact phone number, educational background and curriculum vitae. Please refer to and read the relevant Notice in connection with Employee records when making job application through the Company's Website. Failure to supply such data may result in the Company being unable to process the applicant's employment application.
- f. For the purpose of Mobile Application services, unless the context otherwise requires, references in this Statement to "the Company's Website" shall be read as reference to "the Company's Mobile Application".
- g. When Users using the Company's Mobile Application services and the Company's WeChat Official Account services, the Company may access the Users' location data to search for the nearest ATM, branch or to conduct valuation of a nearby property. For Mobile Application services, the Company may also access the following of the Users' Electronic Devices: (i) installation identification number, (ii) location data, (iii) microphone, (iv) camera, (v) phone book, (vi) calendar, (vii) biometric authentication module and (viii) speech recognition of the Users' Electronic Devices to provide the related Mobile Application services. However, the location, calendar, biometric data and the related information would not be stored or recorded in the database of the Company. If there is an SD card available to the Users' Electronic Devices, the Company may access the SD card for amending or deleting encrypted application data stored in the SD card so as to enable the operation of the Company's Mobile Application services. Users who do not allow the Company to use the information in the above manner may at any time change the setting of the Electronic Devices or uninstall the Mobile Application or unfollow the Company's WeChat Official Account. In such event, Users may only be able to partially use or may not be able to use the Company's Mobile Application or WeChat Official Account services.

- h. For BoC Pay, the Company may collect and store the device ID of the Users' mobile phone to enable the handset matching and service eligibility checking for the purpose of operating BoC Pay. Users who do not allow the Company to use the information in the above manner may at any time uninstall the BoC Pay. In such event, Users will not be able to use the Company's BoC Pay services.
- i. After the Users follow the Company's WeChat Official Account, the Company will access the Users' Open ID, Profile Photo, Nickname, Gender, Country/Region/City, Follow/binding time and status of the Users' WeChat Official Account from WeChat platform automatically for the purpose of pushing notification message, statistical and analysis purposes. The Company may also provide the information above to service provider(s) for the purposes of verifying User's identity and pushing correspondent reply message (e.g. lucky draw result), if necessary. Users who do not allow the Company to use the information in the above manner may at any time unfollow the Company's WeChat Official Account. In such event, Users may not be able to use the Company's WeChat Official Account services.
- j. Except for Internet Banking, Mobile Banking services, Commodities Internet Trading services, online forms, Mobile Application and WeChat Official Account services where the Company specifically asks for the Users' personal data, the Users can use the Company's Website without providing any of the Users' personal data.

Retention of Personal Data

The personal data and information provided by Data Subjects and/or the Employees and/or the Users and/or Other Individuals will not be kept longer than necessary for the fulfillment of the purposes for which the personal data and information are or are to be used at the time of the collection and for compliance with the legal, regulatory and accounting requirements from time to time.

Disclosure and/or Transfer of Personal Data

The personal data and information would not be disclosed and/or transferred to other parties unless such disclosure and/or transfer is made in accordance with DPN and/or (as and where applicable) the relevant Notice in connection with the collection of Employee records and/or the Data Subjects and/or the Employees and/or the Users and/or Other Individuals have been previously consented to and/or the disclosure and/or transfer is permitted or required by any law binding on the Company.

Security of Personal Data

The personal data and information provided to the Company are secured with restricted access by authorized personnel. Encryption technology is employed for sensitive data to protect the privacy of the Data Subjects, the Employees, the Users and Other Individuals during data transmission.

If the Company engages service providers to handle or process personal data (whether within or outside Hong Kong) on the Company's behalf, the Company would adopt contractual or other means to prevent unauthorized or accidental access, processing, erasure, loss or use of the data transferred to the service providers for processing.

Changes to the Privacy Policy Statement

The contents of this Statement may be amended from time to time. Please approach the Company and/or visit the Company's Website regularly for the Company's latest privacy policy.

Data Access Requests and Data Correction Requests

The Company would comply with and process all data access and correction requests in accordance with the provisions of the Ordinance.

The Company may impose a reasonable fee for complying with a data access request in accordance with the Ordinance.

Contact Details

The persons 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 are as follows: -

Bank of China (Hong Kong) Limited

The Data Protection Officer
Bank of China (Hong Kong) Limited
Bank of China Tower
1 Garden Road Hong Kong

Facsimile: +852 3717 4635

BOC Credit Card (International) Limited

The Data Protection Officer
BOC Credit Card (International) Limited
15/F, BOC Credit Card Centre,
68 Connaught Road West Hong Kong

Facsimile: +852 2541 5415

BOC Group Life Assurance Company Limited

The Data Protection Officer
BOC Group Life Assurance Company Limited
13/F, 1111 King's Road,
Taikoo Shing, Hong Kong

Facsimile: +852 2522 1219

Po Sang Securities Limited

The Data Protection Officer
Po Sang Securities Limited
4/F, BOC Yuen Long Commercial Centre,
102–108 Castle Peak Road, Yuen Long, New Territories, Hong Kong

Facsimile: +852 2905 1909

BOCHK Asset Management Limited

The Data Protection Officer BOCHK Asset Management Limited 40/F, Bank of China Tower, 1 Garden Road Hong Kong

Facsimile: +852 2532 8216

If there is any inconsistency between the English version and the Chinese version of this Statement, the Chinese version shall prevail in relation to any matters arising in the Mainland China exclusive of Hong Kong Special Administrative Region, the English version shall prevail in relation to any matters arising in Hong Kong Special Administrative Region and elsewhere.

Nov 2023