

 大豐銀行
BANCO TAI FUNG
AF-TF-IBS-202503-001

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. 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人；「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員機；「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（視乎文意所指者而定）；「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計或金額，以及所有有關之費用、收費、利息、銀證費及開支；「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
 - (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：

- (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方式使用信用卡生效。

2.4 持卡人在信用卡上簽署或使用信用卡或使用信用卡生效，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途。

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 持卡人須嚴格遵從卡公司不時釐定的信用限額

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此條款所引致任何收費的付款責任，卡公司並有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付超越該信用限額的款項。

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。

5. 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（「結單」），列明（其中包括）截至結單上所述月結期最後一日的帳戶結欠（「結欠金額」）及持卡人就有關結欠金額之最低還款額（「最低還款額」）及到期付款日（「到期付款日」），除非自上期結單後並沒有新交易。

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

5.3 持卡人須於接獲結單後即時支付已到期付款之結欠金額。

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。若卡公司在到期付款日時仍未收到或僅收到少於結欠金額之付款，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) 該等尚未償還款項按日計算之利息，由結單日期起計，直至清還全部欠款為止及 (ii) 每一宗新交易之金額按日計算之利息，由該宗新交易之交易日起計，直至清還該金額之全部為止。所有利息將按月或定期記入帳戶。

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費表列載之逾期收費。逾期收費將於下一結單日記入帳戶。

5.6 除卡公司酌情決定接受非信用卡之貨幣付款外，收款均以信用卡之貨幣結算。以非信用卡之貨幣計算之收費，均根據卡公司決定之匯率折算信用卡之貨幣後，記入帳戶。如卡公司接受非信用卡之貨幣付款，收款則根據卡公司決定之匯率折算信用卡之貨幣後記入帳戶，而卡公司可收取收費表列載之匯兌費。倘以銀行本票或任何其他類票據付款，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內。

5.7 從持卡人收到之付款，將按以下先後次序或卡公司不時絕對酌情決定之其他先後次序用於償還帳戶結欠：

- (a) 所有利息、手續費及費用；
- (b) 當月分期交易的本金結欠；
- (c) 其他本金結欠。

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序，用於支付主卡持卡人及附屬卡持卡人各自所欠的款項。

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）(i) 電話、傳真、郵遞訂購或直接扣帳授權方式作出，或 (ii) 在互聯網、商戶或財務機構售點終端機（包括非接觸式卡感應器）、信用卡繳款電話或准許使用信用卡而無須簽署銷售單據或由持卡人簽署的其他設施上使用信用卡作出，仍可記入帳戶。持卡人沒有簽署任何銷售單據或現金透支憑單，並不免除持卡人就此對卡公司應負之責任。

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、收費及利息，詳情已載於收費表內，並須按收費表支付。

6.2 卡公司可按照第 20 條不時（酌情決定）修訂收費表。收費表之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及卡公司之網站(網址 www.bochk.com/creditcard/macau/) 瀏覽。

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

7. 持卡人義務與責任

7.1 持卡人須採取合理措施，妥善保管信用卡及私人密碼，亦須將私人密碼保密。在不影響前文所載的一般原則下，持卡人必須採取以下各項措施，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；
- (b) 銷毀私人密碼通知書正本；
- (c) 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；
- (d) 不應直接寫下或記下個人密碼，而不加掩藏；
- (e) 切勿使用常用個人資料作為私人密碼；及
- (f) 按照卡公司不時發出的程序、指示及/ 或保安指引使用信用卡。

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 或 (852) 2544-2222（或卡公司不時通知持卡人的電話號碼）通知卡公司，並於隨後 24 小時內或卡公司不時詳明的其他期間內以書面確認：

- (a) 信用卡遺失及/ 或被竊；
- (b) 未經授權使用信用卡及/ 或私人密碼；
- (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帳戶發出的任何偽冒信用卡；及/ 或
- (e) 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，持卡人須將有關事件通知警方，並在合理及切實可行的情況下，盡快將報警事宜的有關文件證據提交卡公司。

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，持卡人於收到卡公司要求後，須立即向卡公司支付下列各項：

- (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
- (c) 本合約所載持卡人應付給卡公司的一切費用及收費。

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司。

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卡），則持卡人毋須因下列情況而產生的損失及損害負責：

- (a) 持卡人未收到信用卡前，卡被誤用；
- (b) 於持卡人將失卡、被竊及/ 或未經授權使用信用卡等情況正式通知卡公司後發生的任何未經授權交易；
- (c) 終端機或其他系統發生的故障，引致持卡人蒙受損失及損害，惟若有關故障是明顯的，或已顯示故障信息或通告則除外；及
- (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，將不會超過適用法例或監管指引不時詳明之最高限額。

9.3 儘管本文載有任何相反規定，若持卡人信用卡之遺失、被竊及/ 或被未經授權使用是由於持卡人有欺詐行為或嚴重疏忽，或未能遵照第 7.1 條或第 7.2 條之規定，或未能採取合理防範措施防止信用卡遺失、被竊及/ 或未經授權使用信用卡，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，則持卡人須對因而產生或有關的一切損失及損害負全責。持卡人同意就因而合理地引致的一切損失、損害、責任及一切合理費用及開支而向卡公司作出及保持作出全數償還。

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及服務，卡公司概不負責。

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，卡公司將一概不負責。

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，卡公司將一概不負責。

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 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不少於 14 天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。

12.4 在持卡人或卡公司終止本合約後，持卡人須將信用卡交還或促使信用卡交還予卡公司。儘管本合約已終止，但在信用卡交還之前，持卡人仍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還予卡公司，否則任何終止信用卡之要求均屬無效。

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 對於有關暫停、取消、終止或不批准事宜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買付給卡公司，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。

13.2 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實方餘額，抵銷帳戶內任何及所有附屬卡持卡人所欠卡公司欠款的任何借方餘額；及
- (b) 只可用附屬卡持卡人在卡公司開立的任何其他其戶口的實方餘額，抵銷帳戶內該附屬卡持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的帳戶結欠。所有附屬卡持卡人同意及確認，任何附屬卡持卡人作出任何超越

該附屬卡持卡人所欠卡公司的帳戶結欠的款項，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所欠的帳戶結欠，並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

持卡人確認所欠卡公司的欠款可以不同形式償還。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士仕職名持有，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帳及付予卡公司，以償還持卡人對卡公司根據本合約的欠款，而毋須預先通知持卡人。持卡人同意卡公司可向銀行披露上述授權及指示，持卡人將在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 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，向持卡人收取及/ 或追收任何本合約所載不時所欠卡公司的欠款。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出的任何作為、行為、遺漏或疏忽承擔責任（不論關乎合約或侵權行為）。

15.2 持卡人須就以下各項向卡公司作出彌償：

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

- (b) 卡公司委托代收帳款機構而合理地引致之一切費用及開支，惟可向持卡人收回的代收帳款費用總額，在一般情況下不會超過持卡人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責任。

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；
- (b) 持卡人於有關時間是否得悉該使用；
- (c) 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；或
- (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執法機構。

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

16.4 持卡人不得將其私人密碼告知他人或供他人使用。

17. 交易記錄

17.1 卡公司所存一切有關使用信用卡之交易記錄（包括在任何自動櫃員機的運作記錄），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

18.1 持卡人確認已收受、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任何其他文件（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.bochk.com/creditcard/macau/) 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卡公司。

18.7 卡公司會對有關持卡人的資料保密，惟除非不同意為法律所禁止，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，以作出保密的目的（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人。

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、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. 通知

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；
- (b) 在一份澳門報章刊登的 3 個營業日後；
- (c) 在卡公司網站刊登；
- (d) 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
- (f) 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款及條件及/ 或收費表，惟於對持卡人的費用、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，若有關修改是在卡公司控制範圍以外則不在此限。

20.2 若於本合約的條款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用。

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. 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。

BOC Credit Card (International) Ltd.
USER AGREEMENT

The Card(s) (as defined below) is/are issued by BOC Credit Card (International) Limited ("Company") on the following terms and conditions:-

1. Interpretation

1.1 Unless the context otherwise requires, the following expressions shall have the following meanings in this Agreement:-

"Account" means an account opened by and maintained with the Company under the name of the Cardholder to which the Charges shall be debited;

"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 Cardholder 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 JETCO, PLUS and/or CIRRUS Networks and such other networks as from time to time announced by the Company;

"Card" means any VISA credit card/MasterCard credit card issued by the Company and includes Main Card and Additional Card and any renewal or replacement Card;

"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 therewith;

"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;

"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;

"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.

2. 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.

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 Cardholder.

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 acknowledgement 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 Schedule.

3. Use of the Card

3.1 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 illegal transaction.

3.2 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.

4. Credit Limit

4.1 The Company may from time to time (in its discretion) determine the credit limit and/or 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 or may share any credit limits in such proportion as the Company may (in its absolute discretion) from time to time determine.

4.2 The Cardholder shall strictly observe the credit limit and cash advance limit 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. 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 be entitled to charge a handling fee at the rate as set out in the Fees Schedule.

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

4.4 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.

5. Account Statement and Payment

5.1 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 as at the end of the statement period specified therein ("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 the last statement.

5.2 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 correct.

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 the date of the Statement on a daily basis until payment in full and (ii) the amount of each New Transaction from the date of that New Transaction on a daily basis until payment in full. All interest charged shall be debited to the Account on a monthly or other periodic basis.

5.5 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 Next Statement Date.

5.6 All payment made to the Company pursuant to this Agreement shall be made in base currency of the Card subject to the Company's discretion to accept payment in other currencies. Charges which are effected in currencies other than base currency of the Card may be debited to the Account after conversion into base currency of the Card at a rate determined by the Company. Should the Company accept payment rendered in currencies other than base currency of the Card, such payment may be credited into the Account after conversion into base currency of the Card at a rate determined by the Company which may be subject to the payment of a conversion fee as set out in the Fees Schedule, which conversion fee shall be debited to the Account. 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.

5.7 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 the Company may in its absolute discretion determine from time to time:-

- all interest, fees and charges;
- monthly instalment amounts;
- outstanding principal amount of transactions.

5.8 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 Main Cardholder and from the Additional Cardholder(s) in such order and priority as the Company may in its absolute discretion determine from time to time.

5.9 The Company shall have the right (in its absolute discretion) to refuse the payment of any sum of money into the Account in excess of the Current Balance of the Account.

5.10 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) the use of a Card over the internet, at an ATM, merchant establishment or financial institution's point of sales terminal (including contactless card sensor), credit card payphone or any other facility permitting use of the Card without 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 thereof.

6. Fees and Charges and Interest Rates

6.1 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.

6.2 The Company may from time to time (in its discretion) revise the Fees Schedule in accordance with Clause 20. Copies of the current Fees Schedule are available on request from Macau Office of the Company, Bank of China Limited Macau Branch/Tai Fung Bank Ltd. and on the Company's web site at www.bochk.com/creditcard/macau/. 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 Main Cardholder to all intents and purposes.

Cardholder's Obligations and Liabilities

7.1 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 following 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 disguising it;
- never use any easily accessible personal information as the PIN; and
- use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by the Company.

7.2 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 24-hour hotline number (853) 8988-9933 or (852)2544-2222 of the Company (or such other number from time to time notified to the Cardholder) 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;
- 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.

7.3 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 reasonably practicable.

7.4 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.

7.5 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.

8. Unauthorized Transactions

8.1 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 Statement.

8.2 The Company shall use reasonable endeavours, except in circumstances which are beyond its control, to complete the investigation within 90 days upon receipt of notice of an unauthorized transaction from the Cardholder.

8.3 In the event that the Cardholder shall have informed the Company of any unauthorized transaction before the 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/or interest on the disputed amount 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 all related fees, charges and/or interest if such dispute made by the Cardholder shall subsequently be proved to be unfounded.

9. Cardholder's Liabilities for Unauthorized Transaction

9.1 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), the Cardholder shall not be responsible for the loss and damage incurred:

- in the event of misuse when the Card has not been received by the Cardholder;
- for any unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card;
- when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and
- when transactions are made through the use of counterfeit cards.

9.2 Subject to Clause 9.3 and 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), the liability of the Cardholder for loss, theft or unauthorized use of the Card shall not exceed the maximum from time to time prescribed by the applicable law or regulatory directive.

9.3 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, theft and/or unauthorized use of the Card if the Cardholder has acted fraudulently or with gross negligence, or has failed to comply with Clauses 7.1 or 7.2 or take reasonable precautions to prevent such loss, theft and/or 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, and the Cardholder agrees to indemnify and keep the Company fully indemnified against all losses, damages, liabilities and all reasonable costs and expenses reasonably incurred as a result thereof.

10. Liabilities of Main and Additional Cardholders

10.1 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 by him/her through the use of his/her Additional Card.

11. 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 hereunder.

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 Company.

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.

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.

12.4 Upon termination of this Agreement (whether by the Cardholder or the Company), the Cardholder shall 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 a Card shall be effective unless and until such Card is terminated 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 reason.

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 Cardholder 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 may:

- set off the credit balance in any other account of the Main Cardholder with the Company against the debit balance of the Account due from any and all 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.

13.3 An Additional Cardholder shall be liable only for the balance of the Account due from him/her to the Company (but not those of the Main Cardholder or other Additional 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. It 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 balances of the Account due from the Main Cardholder and/or other Additional Cardholders, in such order and priority as the Company may in its absolute discretion determine from time to time.

14. 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 each of the Bank of China Limited Macau Branch and Tai Fung Bank Limited (the "Banks") 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 due and payable) for the satisfaction of any liability of the Cardholder to the Company hereunder without prior notice to the Cardholder upon request of the Company. 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/her 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 reliance upon this Clause 14.

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 laws and regulations, the Company shall not be liable (whether in contract or tort) for any act, conduct, omission or negligence of such agencies or any of their employees.

15.2 The Cardholder shall indemnify the Company in respect of:

- 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 under this Agreement; and
- all costs and expenses reasonably incurred by the Company in connection with the appointment of debt collection agencies provided that the total 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 responsible.

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 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 reason whatsoever or should there be any malfunction and/or failure of the Card or any Electronic Devices.

16.3 Notwithstanding anything contained herein to the contrary, 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:-

- such use is authorized or otherwise approved by the Cardholder;
- the Cardholder is at the material time aware of such use;
- such use is against the wish of the Cardholder;
- 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
- 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 in connection with or arising out of such use.

16.4 The Cardholder shall not disclose his PIN to any person or allow it to be used by any person.

17. 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.

18. 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, Bank of China Limited Macau Branch/Tai Fung Bank Ltd. or on the website of the Company at www.bochk.com/creditcard/macau/.

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/her interest.

18.4 The Company shall use all personal data of the Cardholder in compliance with any applicable laws and regulations.

18.5 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.

18.6 The personal representative(s) of the Cardholder shall promptly notify the Company in writing of the death of the Cardholder.

18.7 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 Hong Kong or any relevant overseas jurisdictions. This sub-clause 7 shall apply to the Cardholder subject to the DPN.

18.8 The Cardholder consents to the Cardholder's 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 will contract with the third parties to take reasonable care to keep the Cardholder's information confidential and to observe, in conformity with local laws and regulations. Local and overseas regulatory and judicial authorities may in certain circumstances have access to the Cardholder's information.

18.9 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.

19. Notice

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, Edf. Com. Nam Tung 11-B, Macau.

19.2 Without affecting other methods of communication, any statement, notice, demand or other communications are deemed to be received by the Cardholder:

- on posting for 3 Business Days in Macau Office of the Company;
- 3 Business Days after publication as an 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 not in Hong Kong or Macau;
- 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 Company are open for business in Macau other than Sunday and public holiday.

20. Amendment

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

21. Law and Jurisdiction

21.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Cardholder irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

22. Miscellaneous

22.1 This Agreement is written in both English and Chinese. In case of conflict or deviation in interpretation, the English version 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.

中銀信用卡 (國際) 有限公司 信用卡使用說明

本使用說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」的一般說明資料以供持卡人參考。有關在本使用說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「零售銀行服務一般說明」)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，若持卡人以真誠態度及應有謹慎行事(包括根據第1條採取了預防措施及根據第5條報失、報被竊及/或未經授權使用信用卡)，並無作出任何欺詐或嚴重疏忽行為，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條及第5條之規定，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/她知道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，而毋須預先通知；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說明。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.bochk.com/creditcard/macau/)瀏覽。
 18. 本使用說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。如本說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。

**BOC Credit Card (International) Limited
Card User Circular**

This User Circular provides general descriptive information on the use of BOC Credit Card, BOC Commercial Card, USD Platinum Card and BOC Express Cash Revolving Credit for your reference. For the meaning of terms and expressions used in this User Circular, please refer to the User Agreement.

- The Cardholder needs to take reasonable steps to keep the credit card safe and the personal identification number (PIN) secret to prevent fraud:
 - Destroy the original printed copy of the PIN immediately after memorizing the PIN. Never to write down the PIN on the credit card or on anything usually kept with or near it. Do not write down or record the PIN without disguising it. Do not use easily accessible personal information such as identity card number, telephone numbers or date of birth as PIN. Do not use the PIN for accessing other services (for example, connection to the internet or accessing other websites). Do not disclose the PIN to any person.
 - The credit card and the PIN shall only and exclusively be used by the Cardholder and the Cardholder shall not allow anyone else to use the credit card and the PIN. Immediately upon receipt of a new card, the Cardholder shall sign the card on the space provided and if so required by the Company activate the card by acknowledging receipt of it or by other means according to the instructions of the Company. Do not scratch the card or place it anywhere near magnetic field which may impair the effectiveness of the magnetic stripe and/or chip.
 - The Cardholder shall use the credit card in accordance with the procedures, instructions and security advice from time to time issued by the Company.
- The Cardholder shall be entitled to request the Company not to issue a PIN.
- The Cardholder shall observe the credit limit of the credit facilities imposed by the Company from time to time when using the credit card for payments and cash advances. Cash advance effected by the Cardholder through the ATM is further subject to the daily limit imposed by the Company. The daily limits for cash advance at an ATM are as follows:

VISA/MasterCard Card	HK\$20,000
Commercial Card	HK\$10,000
MasterCard USD Platinum Card	US\$1,300
BOC Express Cash Revolving Credit	HK\$20,000
- Subject to the provisions of the User Agreement, the Cardholder shall be entitled to effect cash advance or the transactions through ATM, point of sale terminals or other devices (collectively "Electronic Devices") (including ATM services within or outside Hong Kong are subject to the respective daily transaction limits and the scope of service as determined by the Company from time to time). The use of any service through the Electronic Devices is subject to the User Agreement in addition to any other terms and conditions (including without limitation the "Conditions for Services" and "Retail Banking Services General Information" of the Banks) which may govern any other services provided through the Card. Cardholders are required to activate the ATM services outside Hong Kong in advance and complete the transaction setting via the appropriate channel designated by the Company from time to time.

- In the event that the credit card/PIN has been lost or stolen or when someone else knows or unauthorized used the PIN, the Cardholders shall report to the Company immediately upon discovery of the same through the 24-hour hotline number (852) 2544-2222 and to the police, which report shall then be confirmed in writing within 24 hours or such other period as the Company may prescribe from time to time, the receipt thereof to be acknowledged by the Company, and/or to complete such other procedures as may be prescribed by the Company from time to time.
- The Cardholder shall report to the Company any unauthorized and erroneous transactions and query entries appearing on the Statement within 60 days from the date of the Statement though means as detailed in the Statement, failing which, the Company shall be entitled to treat the transactions stated in the Statement as true and correct in all respects.
- The Cardholder may have to bear a loss when the credit card has been used for an unauthorized transaction before the Cardholder has reported to the Company that the credit card/PIN has been lost or stolen or that someone else knows the PIN. Subject to Clause 5 above and provided that the Cardholder has acted in good faith and with due care (including without limitation taking the precautions under Clause 1 and reporting loss, theft and/or unauthorized use of the credit card in accordance with Clause 5) and has not acted fraudulently or with gross negligence, the liability of the Cardholder for loss, theft or unauthorized use of the credit card shall not exceed the maximum amount of HK\$500 or such other amount (subject to the applicable laws and regulatory directive) as notified by the Company to the Cardholder from time to time. The application of this limit is confined to loss specifically related to the credit card account and does not cover cash advances.
- The Cardholder shall be liable for all losses if he/she has acted fraudulently. The Cardholder may be held liable for all losses if he/she has acted with gross negligence, failed to report to the Company after having found that his or her credit card has been lost or stolen or failed to observe the provisions of Clauses 1 and 5 above or such other requirements as may be stipulated by the Company from time to time in safeguarding the credit card and the PIN or if the unauthorized use of the credit card involves the use of his/her PIN with or without his/her knowledge. The Cardholder shall also indemnify the Company in full in respect of any expense and losses suffered or incurred by the Company in relation thereto.
- Where Additional Card(s) is/are issued, a Main Cardholder shall be liable to the Company for any and all transactions effected and/or liabilities incurred by the Additional Cardholders and/or through use of the Additional Cards whereas an Additional Cardholder shall be liable only for the transactions effected and/or the liabilities incurred by such Additional Cardholder through the use of his/her Additional Card. In the case of Commercial Card, the Commercial Card Applicant shall jointly and severally with each Commercial Cardholder be liable to the Company for any and all transactions effected and/or liabilities incurred by that Commercial Cardholder and/or through use of the Commercial Card whereas a Commercial Cardholder shall be liable only for the transactions effected and/or the liabilities incurred by such Commercial Cardholder through the use of his/her Commercial Card.

- All fees and charges which will apply, including the annual fee, any charges relating to cash advances (including any handling charge and any additional cash advance fee), any late payment charge, etc., the basis of determining the relevant fees and charges, the method of applying exchange rates and/or levies to transactions in foreign currencies or cross-border transactions, the basis on which interest or finance charges will be determined and when they will be payable, including the Annual Interest Rate, the length of the interest free period, the timing when interest or finance charges will start to accrue on the outstanding balance arising from the use of credit cards, and the period over which such interest or finance charges will be levied are provided in Fees Schedule and Key Facts Statement. The Cardholder shall ensure that he/she is aware of and understands the interest, fees and charges referred to in the User Agreement, Fees Schedule and Key Facts Statement.
- To cancel the recurring payment instruction(s), such as mobile phone monthly service fee, the Cardholder should contact the relevant merchant(s) to take necessary action accordingly.
- Merchant refund amount is not counted as a payment of the current statement balance, the refunded amount shall be credited only to the outstanding balance of the next statement.
- The Company's rights of set-off:
 - The Cardholder irrevocably authorizes the Company at any time and from time to time to combine and set off all or any of the accounts of Cardholder with the Company without prior notice.
 - Where Additional Card(s) is/are issued, the Company may:
 - use any credit balance in any account of the Main Cardholder to repay any amount due from any and all Additional Cardholders to the Company;
 - only use any credit balance in any account of an Additional Cardholder to repay any amount due from such Additional Cardholder to the Company (but not those of the Main Cardholder or other Additional Cardholders).
 - An Additional Cardholder may (at his/her option) settle the amounts due to the Company from the Main Cardholder and/or other Additional Cardholders. Any payment made by an Additional Cardholder in excess of the amounts due from him/her to the Company shall be irrevocably deemed to be voluntary payment to settle (in whole or in part) the amounts due from the Main Cardholder and/or other Additional Cardholders.
 - Where Commercial Card(s) is/are issued,
 - the Commercial Card Applicant irrevocably authorizes the Company at any time and from time to time to combine and set off the master account and other account(s) of Commercial Card Applicant with the Company without prior notice; and
 - the Commercial Cardholder irrevocably authorizes the Company at any time and from time to time to combine and set off the sub-account and other account(s) of Commercial Cardholder with the Company without prior notice.
- Debit Authorization:
 - The Cardholder irrevocably authorizes and instructs each of the Bank of China (Hong Kong) Limited, Nanyang

- Commercial Bank Limited and Chi Yu Banking Corporation Limited ("Banks") with which he/she may have account(s) to debit and pay to the Company the credit balance of such account(s) or any part thereof (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of his/her liability to the Company without prior notice to the Cardholder upon request of the Company.
- In case of Commercial Card, each of the Commercial Card Applicant and the Commercial Cardholder irrevocably authorizes and instructs each of the Banks with which it/he/she may have account(s) to debit and pay to the Company the credit balance of such account(s) or any part thereof (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of its/his/her respective liability to the Company without prior notice to the Commercial Card Applicant and the Commercial Cardholder upon request of the Company.
 - Complaint procedures against merchants:

In the event that any Cardholder is being unfairly treated by the merchants when using the credit card, such Cardholder should record the details of the relevant merchant and the incident and inform the Company by telephone or in writing. The Cardholder should provide the Company with the credit card number and contact telephone number of such Cardholder to enable the Company to maintain record to contact the Cardholder and follow up with respect to such complaints.
 - Complaint procedures against the Company:

In the event that any Cardholder wishes to express any opinion on the operating procedures or any staff of the Company, such Cardholder should record the details of the relevant information and inform the Company by telephone or in writing. The Cardholder should provide the Company with the credit card number and contact telephone number of such Cardholder to enable the Company to maintain record to contact the Cardholder and follow up with respect to such complaints.
 - This User Circular may be revised by the Company at any time and from time to time. Copy of the current version is available at the principal place of business of the Company or on the Company's website at www.bochk.com/creditcard/macau/.
 - This User Circular is written in both English and Chinese. In the case of conflict or deviation in interpretation, the English version shall prevail. In the event of any inconsistency between the terms and conditions stated herein and the relevant User Agreement, that User Agreement shall prevail.

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 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，並於申請批核通知書中確認。
- 4.2 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。

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日，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

按情況而定，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. 提前還款及退款

- 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。

Terms and Conditions for the Installment Programs

These Terms and Conditions shall be applicable to Installment Programs approved on or after 5th October 2009.

1. Installment Programs

Subject to these terms and conditions, which are supplemental to the User Agreement ("Agreement") governing the card account and shall form part of the Agreement, any person ("Applicant") being the Cardholder of the card account may apply for the following programs offered by the Company:

- (a) Credit Card Cash Installment Loan ("Cash Installment Program"); or
- (b) Statement Installment ("Statement Installment Program")

(the Cash Installment Program and the Statement Installment Program are collectively referred to as the "Installment Programs")

unless such card account has been excluded from the Installment Programs by the Company from time to time. In the event of inconsistency between the Agreement and these terms and conditions, these terms and conditions shall prevail to the extent of any such inconsistency. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

2. Application

2.1 The Company may in its absolute discretion approve or reject any application for the Installment Programs without giving any reason.

2.2 For the Statement Installment Program, the Applicant is advised to make enquiry with the Company prior to effecting any transaction which is intended to be repaid by installments in accordance with the Statement Installment Program.

2.3 The Company will by written notice inform the Applicant whether the application of any of the Installment Programs is approved or rejected and in no event shall the Company be responsible for any loss or liability which the Applicant may suffer or incur as a result of any such application being rejected. An application, once approved, shall not be cancelled or amended by the Applicant and the Applicant shall be bound to accept the terms set out in the relevant written confirmation.

2.4 (a) For the Cash Installment Program, the cash installment loan amount ("Cash Installment Amount") shall be for a minimum amount from time to time specify in the relevant application form or promotional materials subject to a maximum amount from time to time specified by the Company by reference to the available credit limit in the Account. The Company may in its absolute discretion determine the exact Cash Installment Amount and the Applicant hereby irrevocably agrees to borrow the Cash Installment Amount notwithstanding that the Cash Installment Amount

approved by the Company is lower than that applied for.

(b) For the Statement Installment Program, the aggregate statement installment amount ("Statement Installment Amount") shall be for a minimum amount from time to time specify in the relevant application form or promotional materials, subject to a maximum amount from time to time specified by the Company by reference to the available credit limit in the Account.

3. Approval

After approval of the following application:

(a) For the Cash Installment Program, the Company will within reasonable time advance the Cash Installment Amount to the Applicant in such manner as accepted by the Company. The Applicant shall be responsible for all charges and fees associated with advancement of the Cash Installment Amount and any such charge and fee shall be debited to the Account at the time of advancement of the Cash Installment Amount.

(b) For the Statement Installment Program, the Applicant shall on the subsequent Due Date pay the relevant amount after deducting the Statement Installment Amount.

4. Upfront Administration Fee and Monthly Handling Fee

4.1 Upfront Administration Fee (if any) in relation to the Installment Programs ("Upfront Administration Fee") will be charged at such rate and in such manner as the Company may notify to the Applicant or as specified in the application form, which shall be confirmed in the relevant written confirmation.

4.2 Monthly Handling Fee (if any) in relation to the Installment Programs ("Monthly Handling Fee") will be charged at such rate and in such manner as the Company may notify to the Applicant or as specified in the application form, which shall be confirmed in the relevant written confirmation.

5. Repayment

5.1 The Cash Installment Amount or the Statement Installment Amount and Monthly Handling Fee (if any) shall be repaid by equal monthly installments (the "Monthly Installments" and each a "Monthly Installment") as applied by the Applicant and approved by the Company, which shall be confirmed in the relevant written confirmation and such amount shall be rounded up to the nearest cent.

5.2 The Company is hereby authorized to apportion the Monthly Installments between the Cash Installment Amount or the Statement Installment Amount and Monthly Handling Fee (if any) as it shall deem appropriate. If the Applicant repays prematurely, it may not necessarily reduce the amount of Monthly Handling Fee the Applicant would have paid.

5.3 The first Monthly Installment and Upfront Administration Fee (if any) shall be debited to the Account on the next working day of, where appropriate, the advancement date

of the Cash Installment Amount or the date when the Statement Installment Program has been approved. Each subsequent Monthly Installment shall be debited on the corresponding date of the subsequent calendar month provided that if there is not such a day in any subsequent calendar month, the relevant Monthly Installment shall be debited on the last day of that calendar month; or if such day is not a working day of the Company, the same shall be debited on the preceding working day; or the relevant Monthly Installment cannot be debited to the Account for reasons beyond the control of the Company, the same shall be debited to the Account in accordance with the usual practice of the Company.

6. Credit limit

Where appropriate, upon:

- (a) the advancement of the Cash Installment Amount; or
- (b) after the approval of the Statement Installment Program.

the available credit limit in the Account shall be reduced (if not yet reduced) by the Cash Installment Amount or the Statement Installment Amount and shall be increased when the Monthly Installment has been repaid to the Account.

7. Early repayment and refund

7.1 The Applicant may by written notice apply for early repayment of the Installment Programs in full but not in part. Upon approval of such application, the Company shall debit all outstanding Monthly Installments, the Upfront Administration Fee (if any) (if not yet debited), together with an early repayment administration fee from time to time determine and communicate to the Applicant ("Early Repayment Administration Fee") to the Account.

7.2 For the Statement Installment Program, if there is a refund of goods and/or services, upon receipt of the relevant refunds from the relevant merchant, the same will be credited to the Account. The amount so credited to the Account shall be applied towards settlement of the debit balance therein in accordance with the relevant provisions in the Agreement. The Applicant acknowledges that the Company shall not be responsible for verifying with the relevant merchant in respect of any amount so refunded.

8. Termination of the Installment Programs

Notwithstanding anything herein to the contrary, in the event there is any default in the Account, or the Account is terminated or suspended for whatever reason or the Company reasonably considers it necessary to protect its interest, the Company shall be entitled to debit all of the outstanding Monthly Installments and the Upfront Administration Fee (if any), together with the Early Repayment Administration Fee and any charges to the Account at any time without prior notice to the Applicant.

9. Authorization

The Applicant hereby irrevocably authorizes the Company to debit all Monthly Installments, the Upfront Administration Fee (if any), the Early Repayment

Administration Fee and charges (if any) to the Account and for this purpose, the Applicant shall reserve sufficient credit limit in the Account. The Company shall be entitled to debit any amount to the Account in excess of its then available credit limit and the Applicant shall be liable for such excess and shall pay the Overlimit Handling Fee in accordance with the Fees Schedule where appropriate.

10. Charges and fees

All Monthly Installments, the Upfront Administration Fee (if any), the Early Repayment Administration Fee and charges (if any) shall be debited to the Account, for the Cash Installment Program as cash advance transaction made by the Applicant, and for the Statement Installment Program as retail spending transaction made by the Applicant and accordingly the provisions in the Agreement relating to interests, finance charge and other fees applicable to cash advance or retail spending transactions (where appropriate) shall apply. Interest, finance charges or other fees may be chargeable in respect of the Installment Programs.

11. Miscellaneous

11.1 The Applicant warrants to the Company that all information provided to the Company in respect of the application of any of the Installment Programs are true and accurate and undertakes to notify the Company of any change to those information and/or documents.

11.2 The Company has absolute discretion to determine any matter in connection with the Installment Programs and any such determination shall be final and binding on the Applicant (save and except manifest error).

11.3 The Applicant hereby authorizes the Company to accept and retain for its own benefit from all relevant parties in relation to the Installment Programs any commission, rebate, benefit and/or other advantage arising out of or in connection with the Installment Programs.

11.4 The Applicant hereby authorizes the Company to release, use or exchange any information about the Applicant to all relevant parties in relation to the Installment Programs.

11.5 The Company may by written notice to the Applicant alter these terms and conditions.

11.6 If there is any conflict or inconsistency between the Chinese and the English version of these terms and conditions, the latter shall prevail.

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 由於免息消費分期計劃並非一般信用卡交易，卡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。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。

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 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。

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 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，則以英文版本為準。

BOC Credit Card (International) Limited

Terms and Conditions for Interest-free Purchase Instalment Program

1. Interest-free Purchase Instalment Program

Subject to these terms and conditions, which are supplemental to the User Agreement ("Agreement") governing the card account and shall form part of the Agreement, any person ("Applicant") being the Cardholder of the card account may apply for the Interest-free Purchase Instalment Program ("Interest-free Purchase Instalment Program") offered by BOC Credit Card (International) Limited ("Company"), unless such card account has been excluded from the Interest-free Purchase Instalment Program by the Company from time to time. In the event of inconsistency between the Agreement and these terms and conditions, these terms and conditions shall prevail to the extent of any such inconsistency. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

2. Loan Transaction and No Refund

2.1 Interest-free Purchase Instalment Program is a loan provided by the Company to the Applicant. The Company will lend to the Applicant the aggregate interest-free purchase instalment amount ("Interest-free Purchase Instalment Amount") which shall not exceed the purchase price of the goods and/or services as shown on the relevant sales slip ("Slip"), subject to a maximum amount from time to time specified by the Company by reference to the available credit limit in the Account.

2.2 The Applicant shall not be relieved from the obligation to repay all monies due by the Applicant to the Company under Interest-free Purchase Instalment Program in accordance with these Terms and Conditions and the Agreement, should there be any disputes or complaints in relation to the goods and/or services, including but not limited to the failure to deliver the goods and/or services by the merchant. In any event, all repayments made by the Applicant to the Company under Interest-free Purchase Instalment Program is non-refundable and the Applicant shall be obliged to repay the Interest-free Purchase Instalment Amount and other fees and charges in full to the Company.

2.3 The Applicant acknowledges and agrees that the sale and purchase transaction of the goods and/or services is made between the Applicant and the merchant and the Applicant shall pay for goods and/or services which will be delivered at a later date after payment. Should there be any disputes or complaints in relation to the goods and/or services, the Applicant shall handle all disputes or complaints directly with that merchant. The Company disclaim any liability whatsoever in relation to the goods and/or services sold and supplied by the merchant. Under no circumstances shall the Company be responsible to handle such dispute or complaints for the Applicant.

2.4 The chargeback provisions of card organizations shall not be applicable to the Interest-free Purchase Instalment Program which is not a normal credit card transaction.

3. Application

3.1 The Company may in its absolute discretion approve or reject any application for the Interest-free Purchase Instalment Program without giving any reason.

3.2 The Company will by written notice or on the Slip inform the Applicant that the application of any of the Interest-free Purchase Instalment Program is approved. The Company shall not be responsible for any loss or liability

which the Applicant may suffer or incur as a result of any such application being rejected.

3.3 An application, once approved, shall not be cancelled or amended by the Applicant and the Applicant shall be bound by these Terms and Conditions, the Agreement and the terms set out in the relevant written confirmation or the Slip.

4. Approval

The Applicant irrevocably authorizes the Company to pay to the merchant the Interest-free Purchase Instalment Amount in one lump sum for the purchase of the goods and/or services on behalf of the Applicant upon approval of the application.

5. Repayment

5.1 The Interest-free Purchase Instalment Amount shall be repaid by equal monthly instalments (the "Monthly Instalments" and each a "Monthly Instalment") as applied by the Applicant and approved by the Company, which shall be confirmed in the relevant written confirmation or the Slip and such amount shall be rounded up to the nearest cent.

5.2 The first Monthly Instalment shall be debited to the Account at the time when the Interest-free Purchase Instalment Program has been approved. Each subsequent Monthly Instalment shall be debited on the first working day after the subsequent Next Statement Date provided that if there is not such a day in any subsequent calendar month, the relevant Monthly Instalment shall be debited on the last day of that calendar month or if such day is not a working day for the Company or the relevant Monthly Instalment cannot be debited to the Account for reasons beyond the control of the Company, the same shall be debited to the Account in accordance with the usual practice of the Company.

6. Credit Limit

At the time when the Interest-free Purchase Instalment Program has been approved, the available credit limit in the Account shall be reduced (if not yet reduced) by the Interest-free Purchase Instalment Amount and shall be increased by the Monthly Instalment amount repaid to the Account.

7. Early repayment and refund

7.1 The Applicant may by written notice apply for early repayment of all but not the part of the outstanding Monthly Instalments. Upon approval of such application, the Company shall debit all outstanding Monthly Instalments, early repayment administration fee ("Early Repayment Administration Fee") (if any) to the Account.

7.2 If there is a refund of goods and/or services, upon receipt of the relevant refunds from the relevant merchant, the same will be credited to the Account and all outstanding Monthly Instalments and Early Repayment Administration Fee (if any) will be debited to the Account. The amount so credited to the Account shall be applied towards settlement of the debit balance therein in accordance with the relevant provisions in the Agreement. The Applicant acknowledges that the Company shall not be responsible for verifying with the relevant merchant in respect of any amount so refunded.

8. Termination of the Interest-free Purchase Instalment Program

Notwithstanding anything herein to the contrary, in the event there is any default in the Account, or the Account is terminated or suspended for whatever reason or the Company reasonably considers it necessary to protect its

interest, the Company shall be entitled to debit all of the outstanding Monthly Instalments to the Account at any time without prior notice to the Applicant.

9. Authorization

The Applicant hereby irrevocably authorizes the Company to debit all Monthly Instalments and Early Repayment Administration Fee (if any) to the Account and for this purpose, the Applicant shall reserve sufficient credit limit in the Account. The Company shall be entitled to debit any amount to the Account in excess of its then available credit limit and the Applicant shall be liable for such excess and shall pay the overlimit handling fee in accordance with the Fees Schedule where appropriate.

10. Charges and Fees

All Monthly Instalments and Early Repayment Administration Fee (if any) shall be debited to the Account as retail spending transaction made by the Applicant and accordingly the provisions in the Agreement relating to interests, finance charges and other fees applicable to retail spending transactions (where appropriate) shall apply. If the Applicant fails to make full payment of the outstanding Current Balance of the Statement on or before the Due Date, interests, finance charges and other fees (where appropriate) shall apply in accordance with the provisions in the Agreement. Interest, Early Repayment Administration Fee (if any) or other charges may be chargeable in respect of the Interest-free Purchase Instalment Program.

11. Miscellaneous

11.1 The Applicant warrants to the Company that all information provided to the Company in respect of the application of the Interest-free Purchase Instalment Program are true and accurate and undertakes to notify the Company of any change to those information and/or documents.

11.2 The Company has absolute discretion to determine any matter in connection with the Interest-free Purchase Instalment Program and any such determination shall be final and binding on the Applicant (save and except manifest error).

11.3 The Applicant hereby authorizes the Company to accept and retain for its own benefit from all relevant parties in relation to the Interest-free Purchase Instalment Program any commission, rebate, benefit and/or other advantage arising out of or in connection with the Interest-free Purchase Instalment Program.

11.4 The Applicant hereby authorizes the Company to release, use or exchange any information about the Applicant to all relevant parties in relation to the Interest-free Purchase Instalment Program.

11.5 The Company may by written notice to the Applicant alter these terms and conditions.

11.6 If there is any conflict or inconsistency between the Chinese and the English version of these terms and conditions, the latter shall prevail.

中銀VISA / 萬事達信用卡各項服務收費一覽表^(a)

生效日期：2020年5月11日

1. 年費	港幣卡	澳門幣卡
VISA 普通卡/萬事達普通卡		
• 主卡	每年港幣220元	每年澳門幣220元
• 附屬卡	每年港幣110元	每年澳門幣110元
VISA 金卡/萬事達金卡/萬事達欽金卡		
• 主卡	每年港幣480元	每年澳門幣480元
• 附屬卡	每年港幣240元	每年澳門幣240元
VISA 白金卡/萬事達白金卡		
• 主卡	每年港幣1,500元	每年澳門幣1,500元
• 附屬卡	每年港幣1,000元	每年澳門幣1,000元
VISA SIGNATURE 卡		
• 主卡	_____	每年澳門幣1,800元
• 附屬卡	_____	每年澳門幣1,000元
VISA INFINITE 卡		
• 主卡	_____	每年澳門幣3,800元
• 附屬卡	_____	每年澳門幣1,900元
VISA / 萬事達商務卡		
• 入會費	港幣300元	澳門幣300元
• VISA商務卡	每年港幣980元	_____
• 萬事達商務卡	_____	每年澳門幣980元
2. 現金透支 ^(b) 手續費	澳門/海外地區每次4.5% (最低收費港幣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%)	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%)
3. 最低還款額	總欠款金額的3% (不低於港幣50元)	總欠款金額的3% (不低於澳門幣50元)
4. 利息 ^(c)	消費簽賬年息: 28.80% 現金透支年息: 28.80% (最低收費港幣5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)
5. 逾期費用	最低付款額之5%(最低為港幣130元,最高為港幣200元)	最低付款額之5%(最低為澳門幣130元,最高為澳門幣200元)
6. 退票/拒納自動轉賬手續費	港幣100元	澳門幣100元
7. 索取月結單副本費用	每張港幣50元	每張澳門幣50元
8. 索取簽賬單據費用	每張港幣30元	每張澳門幣30元
9. 補發卡費用	每張港幣100元	每張澳門幣100元
10. 外幣支票還款收費	每張港幣100元	每張澳門幣100元
11. 賬戶結餘退款收費 ^(d)	每張港幣50元	每張澳門幣50元
12. 外幣交易收費	(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(已包括由 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(已包括由萬事達卡向本公司徵收的0.8%收費),記入信用卡賬戶內。	
13. 資信證明書	每份港幣200元	每份澳門幣200元
14. 超越信用限額手續費 ^(e)	每月月結單港幣100元	每月月結單澳門幣100元

註:

(a) 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。

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

(c) 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。

(d) 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)。

(e) 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

BOC CREDIT CARD (INTERNATIONAL) LTD.

CD141(V1)20gh

BOC VISA / Mastercard Credit Cards Fees Schedule^(a)

Effective date : May 11, 2020

	Hong Kong Dollar Card	MOP Card
1. Annual Fee		
VISA Classic / Mastercard Standard		
• Main Card	HKD220 per annum	MOP220 per annum
• Additional Card	HKD110 per annum	MOP110 per annum
VISA Gold / Mastercard Gold / Titanium		
• Main Card	HKD480 per annum	MOP480 per annum
• Additional Card	HKD240 per annum	MOP240 per annum
VISA Platinum / Mastercard Platinum		
• Main Card	HKD1,500 per annum	MOP1,500 per annum
• Additional Card	HKD1,000 per annum	MOP1,000 per annum
VISA Signature Card		
• Main Card	_____	MOP1,800 per annum
• Additional Card	_____	MOP1,000 per annum
VISA Infinite Card		
• Main Card	_____	MOP3,800 per annum
• Additional Card	_____	MOP1,900 per annum
VISA Business / Mastercard Corporate Card		
• Membership Fee	HKD300	MOP300
• VISA Business	HKD980 per annum	_____
• Mastercard Corporate Card	_____	MOP980 per annum
2. Cash Advance ^(b) Handling Fee	Macau / Outside Macau: 4.5% plus HKD20 (or HKD25 if the cash advance is made through PLUS / CIRRUS ATM Network) per transaction (subject to a minimum of HKD30)(4% plus of per counter transaction of the total amount in the Mainland)	Macau / Outside Macau: 4.5% plus MOP20 (or MOP25 if the cash advance is made through PLUS / CIRRUS ATM Network) per transaction (subject to a minimum of MOP30)(4% plus of per counter transaction of the total amount in the Mainland)
3. Minimum Payment	3% of total outstanding amount (subject to a minimum of HKD50)	3% of total outstanding amount (subject to a minimum of MOP50)
4. Interest Rate ^(c)	Retail Spending Annual Interest Rate: 28.80% Cash Advance Annual Interest Rate: 28.80% (subject to a minimum of HKD5)	Retail Spending Annual Interest Rate: 28.80% Cash Advance Annual Interest Rate: 28.80% (subject to a minimum of MOP5)
5. Late Charge	5% of Minimum Payment (subject to a minimum of HKD130 and a maximum of HKD200)	5% of Minimum Payment (subject to a minimum of MOP130 and a maximum of MOP200)
6. Returned Cheque & Rejected Autopay Charge	HKD100 per transaction	MOP100 per transaction
7. Statement Copy Retrieval Fee	HKD50 per copy	MOP50 per copy
8. Sales Slip Retrieval Fee	HKD30 per copy	MOP30 per copy
9. Re-issue Card Fee	HKD100 per card	MOP100 per card
10. Foreign Currency Cheque Repayment Fee	HKD100 per cheque	MOP100 per cheque
11. Credit Balance Refund Fee^(d)	HKD50 per transaction	MOP50 per transaction
12. Fees relating to Foreign Currency Transactions	(a) Transactions effected in currencies other than card currency which are converted into card currency on the date when the transaction is processed by the Company at an exchange rate determined by VISA/Mastercard shall be debited to your account plus a handling fee of 1.95% of that amount (inclusive of the reimbursement charge levied by VISA/Mastercard on the Company at the rate of 1%). (b) Mastercard transactions effected (i) in card currency outside Macau Region, or (ii) in currencies other than card currency which are simultaneously converted into card currency at an exchange rate determined at the time of transaction, shall be debited to your account plus a handling fee of 0.95% of that amount (inclusive of the reimbursement charge levied by Mastercard on the Company at the rate of 0.8%).	
13. Credit Reference Letter	HKD200 per copy	MOP200 per copy
14. Overlimit Handling Fee ^(e)	HKD100 per statement period	MOP100 per statement period

Remarks:

- These charges also apply to all BOC Credit Card (including Tai Fung Credit Card) issued by BOC Credit Card (International) Limited in Macau region, and subject to revisions from time to time.
- Any withdrawal or fund transfer of the credit balance or any part thereof from the credit card account by the cardholder, except effected by way of a refund Procedure prescribed by the Company from time to time, will be treated as a cash advance transaction.
- This rate applies to all cash advance and payment or fund transfer through "JET Payment" transactions.
- If the credit balance arises from any tax refund, the charge will be 2% of the amount of the tax refund (subject to a minimum of HKD / MOP50).
- If the current balance exceeds the credit limit of the Card, an overlimit handling fee will be debited to the account.



中銀信用卡(國際)有限公司
BOC CREDIT CARD (INTERNATIONAL) LTD.

CD141(V1)20gh

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. 釋義

- 在本合約中，除文義另有所指，否則以下詞語應包括以下涵義：
- 「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人之附屬卡持卡人共同要求下，發給該附屬卡持卡人信用卡；
- 「附屬卡持卡人」指任何以其名義獲發附屬卡之人；
- 「自動櫃員機」指在聯網內及卡公司不時公布的其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（視乎文意所指者而定）；
- 「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及開支，以及所有有關之費用，如收費、利息、訟費及罰款；
- 「人民幣」指人民幣，中華人民共和國之法定貨幣；
- 「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及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網；
- 「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，而該交易於以下時間發生：
- (a) 於該結單上所载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。
- 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。
- 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（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/或實記收費的帳戶。
- 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 主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用信用卡生效，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 日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。持卡人未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卡續發新卡。卡公司有權就所發出之補發卡按照收據

表收取手續費。

信用卡之使用

- 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。
- 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途。
- 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。
- 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，均會參考銀聯於核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），記入澳門幣帳戶內。
- 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。
- 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聯自動櫃員機進行的提取現金的收費，其收費可能記入澳門幣帳戶內。
- 信用限額**
- 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。如獲得獨屬卡，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）不時決定之比例分享任何信用限額及/或現金透支限額。
- 持卡人須嚴格遵從卡公司不時釐定的信用限額、現金透支限額及每日現金透支限額，並在使用信用卡時不得超越該信用限額及/或現金透支限額及/或每日現金透支限額。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此條款所引起任何收費的付款責任，卡公司並有權按收費表列載的收費率收取手續費。
- 於收到卡公司要求後，持卡人須即時向卡公司支付超越該信用限額的款項。
- 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。
- 帳戶結算與付款方式**
- 卡公司將每月或定期向持卡人寄發帳戶結單（「結單」），列明（其中包括）截至結單上所述月結單最後一日的帳戶（包括澳門幣帳戶及人民幣帳戶）結欠（「結欠金額」）及持卡人就有關結欠金額之最低還款額（「最低還款額」）及到期付款日（「到期付款日」）；除非自上期結單後並沒有新交易。
- 若卡公司於結單日期起計 60 天內收到持卡人的書面通知指稱結單所載交易有誤，否則卡公司有權把該結單內所載之交易視作正確無誤。
- 持卡人須於到期結單後即時支付已到期付款之結欠金額。
- 若卡公司在到期付款日之前收到結欠金額，持卡人則毋須就該結欠金額支付利息。若卡公司在到期付款日時仍未收到或僅收到少於結欠金額之付款，持卡人則須按收費表列載之利率（該利率於法庭裁決前均為適用）支付(i)該等尚未償還款項按日計算之利息，由結單日期起計，直至清還全部欠款為止及(ii)每一宗新交易之金額按日計算之利息，由該宗新交易之交易日起計，直至清還該金額之全部為止。所有利息將按月或定期記入帳戶。
- 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，則除項根據第 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費表列載之逾期收費。逾期收費將於下一結單日（「下一結單日」）記入帳戶。
- 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業票據付款，則只會將扣除處理該銀行本票或同業票之一切收費、行政或手續費後之淨額記入帳戶內。
- 所有根據本合約繳交給卡公司以清還澳門幣帳戶之款項，須以澳門幣支付，但卡公司有權酌情接受其他貨幣之付款。如卡公司接受非澳門幣付款，該付款可根據卡公司釐定的匯率折算為澳門幣後記入澳門幣帳戶。而卡公司有權按收費表收取兌換費（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。
- 所有根據本合約繳交給卡公司以清還人民幣帳戶之款項，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

款，該付款可根據卡公司釐定的匯率折算為人民幣入帳後記入人民幣帳戶，而卡公司有權按收費表收取兌換費（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，該收款機構有權就該付款收取行政或手續費。在受第 5.11 條限限的情況下，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欠。

- 時持卡人收到之付款，將按以下先後次序或優先次序不時絕對酌情決定之其他先後次序用於償還帳戶結欠：
- (a) 現金透支的利息；
 - (b) 零售消費的利息；
 - (c) 服務收費或費用；
 - (d) 超額限額手續費及逾期費用；
 - (e) 現金透支的本金結欠；
 - (f) 零售消費的本金結欠；
 - (g) 收費；及
 - (h) 款費用、法律費用及就卡公司執行本協議之費用。
- 如獲發附屬卡，主卡持卡人所付的款項，將按卡公司不時絕對酌情決定的先後次序及優先次序，用於支付主卡持卡人及附屬卡持卡人各自所欠的款項。
- 卡公司有權（絕對酌情決定）拒絕接受任何超額帳戶結欠金額的款項存入帳戶。若帳戶內有任何溢餘款項，卡公司有權在帳戶出現結欠金額時將該超額款項用以支付該結欠金額。
- 倘若在清還所有未付收費及卡公司向持卡人支付之款項後，帳戶內仍有何結餘（「結餘」），則卡公司可在任何時間主動或在合理時間內應持卡人要求或於卡卡終止時向持卡人退還有關結餘。
- 澳門幣帳戶內的結餘，卡公司須以澳門幣退還。人民幣帳戶內的結餘，卡公司可按其獨有酌情權決定以澳門幣（必先按卡公司釐定的匯率由人民幣折算至澳門幣）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收取收費或手續費。
- 所有收費，即（不 限於）以 (i) 電話、傳真、郵遞訂購或直接扣帳授權方式作出，或 (ii) 在互聯網、網吧或財務機構點終端機、信用卡繳款電話或准許使用信用卡而無須簽銷售單據或由持卡人簽署的其他設施上使用信用卡作出，仍可記入帳戶。持卡人沒有簽署任何銷售單據或現金透支憑單，並不免除持卡人就此對卡公司應負之責任。
- 費用、收費及息率**
- 持卡人根據本合約應付之一切費用、收費及利息，詳情已載於收費表內，並須按收費表支付。卡公司可按照第 20 條不（酌情決定）修訂收費表。收費表之最新版本可於卡公司澳門辦事處、銀行索取及於卡公司網站（網址 www.bochk.com.cn/creditcard/macao/）瀏覽。
- 如獲發附屬卡，則就一切用意及目的而言，卡公司均可（絕對酌情決定）將使用任何附屬卡產生的任何或所有費用、收費及 / 或利息，當作由主卡持卡人產生處理。
- 持卡人義務與責任**
- 持卡人須採取合理措施，妥善保管信用卡及私人密碼，亦須將私人密碼保密。在不影響前文所載的一般原則下，持卡人必須採取以下各項措施，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；
 - (b) 錯謬私人密碼通知書正放；
 - (c) 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任何物件上；
 - (d) 不應直接寫下或記入個人密碼，而不加把藏；
 - (e) 切勿使用常用個人資料作為私人密碼；
 - (f) 按照卡公司不時發出的程序、指示及 / 或保安指引使用信用卡；及
 - (g) 不得將其私人密碼告知他人或供他人使用。
- 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熱線 (853) 8988-9933（辦公時間內）或 (852) 2544-2222（非辦公時間內）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) 信用卡及 / 或私人密碼遺失及 / 或被竊；
 - (b) 未經授權使用信用卡及 / 或私人密碼；
 - (c) 向未經授權人士披露私人密碼；
 - (d) 懷疑有現狀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
 - (e) 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。
- 在不損及第 7.2 條所載的義務的情況下，持卡人須將盡快通知報告事宜，並在合理及切實可行的情況下，有關事件如警方事宜的有關文件證據提交卡公司。
- 卡公司有權按聲稱持卡人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。
- 儘管本文載有任何相反規定，持卡人於收到卡

司要求後，須立即向卡公司支付下列各項：

- (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
- (c) 本合約所載持卡人應付給卡公司的一切費用及/或開關費用、收費及/或利息。
- 未經授權交易**
- 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司。
- 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。
- 倘持卡人於到期付款日之前將任何未經授權的交易通知卡公司，並於調查期中暫緩繳付爭議金額，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（或卡公司不時經該酌量決定的較後日期）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。
- 持卡人對未經授權交易所負責責任**
- 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卡），則持卡人毋須因下列情況而產生的損失及損害負責：
- (a) 持卡人未收到信用卡前，卡被盜用；
- (b) 終端機或其他系統發生的故障，引致持卡人蒙受損失及損害，惟若有關故障是明顯的，或已顯示故障信息或通知則除外；及
- (c) 交易是以偽造的信用卡進行的。
- 在受適用法律及規定規限的情況下，只要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），則除非卡公司欺詐、嚴重疏忽或有故意失責行為：
- (a) 持卡人須對其在將信用卡遺失、被竊及/或被未經授權使用等情況正式通知卡公司後發生的任何未經授權交易負責；
- (b) 持卡人對其在將信用卡遺失、被竊或被未經授權使用等情況（使用信用卡/私人密碼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額；及
- (c) 持卡人須對其在將信用卡/私人密碼遺失、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/私人密碼進行的所有未經授權的現金透支負責。
- 儘管本文載有任何相反規定，若持卡人信用卡遺失、被竊及/或被未經授權使用是由於持卡人有意欺詐行為或嚴重疏忽，或未能遵照第 7.1 條或第 7.2 條之規定，或未能採取合理防範措施防止信用卡遺失、被竊及/或被未經授權使用信用卡，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，或如持卡人沒有在合理可行的情況下盡快將信用卡/私人密碼的遺失、被竊及/或被未經授權使用等情況向卡公司報告（在此情況下，持卡人須對卡公司在收到持卡人上述信用卡/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的一切損失及損害負責）。持卡人同意就因而合理地引起的一切損失、損害、責任及一切合理費用及開支而向卡公司作出及保持作出全數彌償。
- 主卡及附屬卡持卡人之間的責任**
- 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交易及/或引致的責任而向卡公司承擔責任。
- 附屬卡持卡人須對其使用其附屬卡進行的交易及引致的責任承擔責任。
- 責任限免**
- 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。
- 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及服務，卡公司概不負責。
- 卡公司亦保留權利，可絕對酌量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。在應付情況下，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。
- 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。
- 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，如為卡公司的

合理控制範圍以外之情況下，卡公司將一概不

- 儘管本文載有任何相反規定，對於持卡人或任人主直接、間接或任何情況之下引起而蒙受或擔任何間接、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，卡公司將一概不負責。
- 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，將其保存至卡公司認為合適的期間。卡公司將真誠及謹慎行事的態度執行該訊息及/或指示，毋須再向持卡人作進一步確認。除明顯錯誤誤外任何該訊息及/或指示將視為確實及對持卡人約束力。
- 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的款額（以及該等款額的利息）。
- 信用卡之終止與停用**
- 持卡人隨時可向卡公司發出不少於 14 天前通知終止信用卡；惟儘管信用卡已被終止，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（不論有否帳至帳戶亦然）為止。
- 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 天前書面通知終止其附屬卡，主卡持卡人隨時可向卡公司發出不少於 14 天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終止。儘管有關主卡及附屬卡已告終止，持卡人仍須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。
- 卡公司可隨時終止任何信用卡之持卡人合約，毋須預先通知持卡人或向持卡人申述理由。在影響前文所載的一般原則下，卡公司有權將通知列入註銷名單或通報中，而毋須預先通知而止持卡人合約；屆時，使用信用卡的權利將被終止。為免引起疑問，澳門幣帳戶於人民幣帳戶止之時須視作終止，反之亦然。
- 在持卡人或卡公司終止本合約後，持卡人須將卡交還或促使信用卡交還予卡公司。儘管合約已終止，但在信用卡交還之前，持卡人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遭遺失卡公司，否則任何終止信用卡之要求均無效。
- 卡公司隨時可暫停、取消或終止信用卡及/或提供的任何服務及/或不批准其提供的任何擬行之交易，而毋須通知及申述理由。
- 卡公司有權按聲稱持卡人發出的任何口頭或面指示行事。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。
- 如卡公司對聲稱持卡人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（絕對情況下）拒絕接受有關指示。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。對於有關暫停、取消、終止或不批准事宜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，卡公司毋須承擔責任。
- 信用卡持卡人任何時間均須向卡公司所有。持卡人須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。
- 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買付給卡公司，當時一切未清償分期欠款，將在基於任何理由由信用卡之最後到期日，並需即時向卡公司全行清。於信用卡終止後，持卡人須即時終止及所有與任何第三方於終止日期之前認可或訂約定期/經常以信用卡支付款項的安排。
- 抵銷權利**
- 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，以抵持卡人於卡公司的欠款，而毋須預先通知。
- 如發出附屬卡，卡公司：
- (a) 可用主卡持有人在卡公司開立的任何其他戶口的實方餘額，抵銷持卡人任何及所有附屬卡持卡人於卡公司欠款的任何借方餘額及/或
- (b) 只可用附屬卡持有人在卡公司開立的任何戶口的實方餘額，抵銷戶口內該附屬卡持卡人於卡公司欠款的任何借方餘額。
- 附屬卡持卡人只須對該附屬卡持卡人於卡公司的帳戶結欠承擔責任（但毋須承擔主卡持卡人其他附屬卡持卡人的責任）。然而，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任何帳戶的帳戶結欠。所有附屬卡持卡人同意及確認，任何附屬卡持卡人作出任何超越該附屬卡持卡人於卡公司的帳戶結欠的款項，

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

授權扣

持卡人確認所欠卡公司的欠款可以不同形式予還。持卡人亦不可撤銷地授權及指示銀行，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士聯名持有，亦不論該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承擔本合約的欠款，而毋須預先通知持卡人。持卡人同意卡公司可向銀行披露上述授權及指示，而卡行在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。

持卡人對代收帳款費用與法律開支所負責任

- 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
向持卡人收取及／或追收任何本合約所載不時
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行
為、行為、遺漏或疏忽承擔責任（不論屬合約
或侵權行為）。
- 2 持卡人須就以下各項向卡公司作出彌償：
- (a) 卡公司在追討持卡人因本合約所欠卡公司
欠款而合理地引致的一切法律費用及開支
及
- (b) 卡公司委托代收帳款機構而合理地引致之
切費用及開支，惟可向持卡人收回的代收帳
款費用總額，在一般情況下不會超過持卡
人須負責支付未清償賬戶經結欠的 30%。
- 自動櫃員機與其他服務**
- 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
行其他交易，須受本合約及有關任何其他通過
卡公司提供的服務的條款及條件（包括但不限於「服
務條款」及「一般說明」）所規管。
- 2 若使用信用卡於任何電子裝置進行的交易未能成
功（不論任何原因），或任何電子裝置或信用卡
遺失／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。
- 3 儘管本文載有任何相反規定，及除非本第 16
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；
- (c) 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
或
- (e) 持卡人是否已經就信用卡的遺失或被竊，
任何上述的違法行為，而通知卡公司或任
何執法機構。
- 持卡人須就有關交易而引致的任何損失、損害、
索償及責任，以及一切合理費用及支出向卡公
司作出彌償。

交易紀錄

- 卡公司所存一切有關使用信用卡之交易紀錄（包括任何自動櫃員機的運作紀錄），均為該等交易的確證，並對持卡人具約束力。
- 個人資料與帳戶資料**
- 1 持卡人確認已收受、閱讀及明白不時由卡公司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任何其他文件（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、銀行索閱或於卡公司網站（網址 www.bochk.com/creditcard/acau/）瀏覽。
 - 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士及/或帳戶的任何資料。
 - 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。
 - 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。
 - 5 如持卡人去世，持卡人的遺產代理人須即時通知卡公司。
 - 6 卡公司會對有關持卡人的資料保密，惟除非同業或為法律所禁止，否則持卡人同意卡公司將有

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、代理人及由卡公司或上述任何一方所挑選的任第三方(包括任何網絡、交易所及結算所)各「代理人」,不論其在所在地,以作出必需的用途(包括用於資料處理、統計、信貸及風險分析的)。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於持卡人。

- 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權，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得持卡人的資料。
- 3 持卡人確認及同意由卡公司向持卡人提供的有交易/服務的若干服務、操作及處理程序，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挑選的任何第三方，不論其所在地，而此等獲供應商可不時為著及就其執行之服務及程序獲得有關持卡人及/或帳戶及/或卡公司向持卡人提供的交易和服務的資料。
- 通知**
- 持卡人根據本合約所發出的任何通知，必須以個人寄往卡公司於澳門南灣大馬路 517 號南通商大廈 11 樓 B 座的地址。
- 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、繳款通知書或其他通訊：
- (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；
 - (c) 在卡公司網站刊登；
 - (d) 留交於持卡人在卡公司記錄中的任何地址或郵寄至該地址 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、設備或圖文真號碼；或
 - (f) 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日子，不包括週日及公眾假期。

修訂

- 卡公司可不時（酌情決定）修改本合約的任何條款及條件及／或收費表，惟於對持卡人的費用、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，卡公司須向持卡人發出通知，若有關修改是在卡公司控制範圍以外則不在此限。
- 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。
- 若持卡人並不接受卡公司的建議修改，持卡人可按照第 12.1 條或 12.2 條（視乎情況而定）止信用卡。
- 倘持卡人於合理時限內，根據第 20.3 條終止信用卡，如所持卡的年費或其他定期費用可分開別用，以信用卡金額並非微不足道，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用。
- 法律與司法管轄權**
- 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轄權管轄。
- 雜項**
- 本合約備有中文、英文兩個版本。如兩個版本的內容中有所抵觸或偏差，則以英文版本為準。
- 倘本合約的任何條款及條件於任何時間變為非法、無效或不可強制執行，則其餘條款及條件不會因而受影響或損害。
- 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。
- 即使持卡人並不採取行動或違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受之處，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。
- 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。
- CD149(V1)24 MAC/TC-DU-UB

BOC Credit Card (International) Ltd.
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 User Agreement (the "Agreement") below:

- 1
Interpretation
1.1
Unless the context otherwise requires, the following expressions shall have the following meanings in this Agreement:
"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 debited;
"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 Cardholder 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 Card;
"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 therewith;
"Chinese Renminbi yuan, the lawful currency of the People's Republic of China;
"ANY 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 Agreement;
"CUP" means China UnionPay Company Limited, a joint stock limited liability company incorporated in the People's Republic of China with head quarters in Shanghai, the People's Republic of China;
"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 of the Cardholder for the purposes of recording debits and credits in MOP in respect of usage of the Card under this Agreement;
"Main Card" means a Card issued by the Company to a Main Cardholder to which one or more Additional Cards are issued thereto;
"Main Cardholder" means any person to whom and in whose name a Main Card is issued;
"Mainland China" means any part of the People's Republic of China but excluding Hong Kong, Macau and Taiwan.
"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:
(a) 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
(b) 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.
2.
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 Cardholder.
2.3
Immediately upon receipt of the Card from the Company, the Cardholder shall:
(a) sign the Card on the space provided; and
(b) 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

3.
Use of the Card
3.1
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 illegal transaction. The Cardholder shall also observe all 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.
3.2
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.
3.3
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 provide.
3.4
Currencies settled in respect of all Charges incurred in all 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 adopted 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.
4.
Credit Limit
4.1
The Company may from time to time (in its discretion) determine the credit limit and/or cash advance limit and/or 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 limit and/or cash advance limit in such proportion as the Company may (in its absolute discretion) from time to time determine.
4.2
The Cardholder shall strictly observe the credit limit and cash advance limit and the daily cash advance limit 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 be entitled to charge a handling fee at the rate as set out in the Fees Schedule.
4.3
The Cardholder shall forthwith pay to the Company any amount in excess of such credit limit upon receipt of demand from the Company.
4.4
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.
5.
Account Statement and Payment
5.1
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) as at the end of the statement period specified therein ("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 the last statement.
5.2
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 correct.
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 the date of the Statement on a daily basis until payment in full and (ii) the amount of each New Transaction from the date of that New Transaction on a daily basis until payment in full. All interest charged shall be debited to the Account on a monthly or other periodic basis.
5.5
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.
5.7
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.

- 5.8
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 fee (if applicable) as set out in the Fees Schedule, 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 shall not be used to settle outstanding balance in MOP Account subject to Clause 5.11.
5.9
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:
(a) interests in respect of cash advance;
(b) interests in respect of retail spending;
(c) service fees or charges;
(d) interest on banking fees and overdue fees;
(e) principal balance in respect of cash advance;
(f) principal balance in respect of retail spending;
(g) annual fee; and
(h) collection fees and legal costs and expenses incurred by the Company for enforcing this Agreement.
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 Main Cardholder and from the Additional Cardholder(s) in such order and priority as the Company may in its absolute discretion determine from time to time.
5.11
The Company shall have the right (in its absolute discretion) to refuse the payment of any sum of money into the Account in excess of the Current Balance of the Account, in the event that any excess fund in the 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 Cardholder there exists any credit balance in the Account ("Credit Balance"), the Company may at any time on its own volition or shall within reasonable time either upon request of the Cardholder or upon termination of the Main Card refund the Credit Balance to the Cardholder.
5.13
For Credit Balance in MOP Account, the Company shall refund the Credit Balance in MOP. For Credit Balance in CNY Account, the Company has sole discretion to refund to the Cardholder either in MOP or in CNY at its discretion at a rate of exchange determined by the Company or CNY 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 each refund.
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 without 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 thereof.
6.
Fees and Charges and Interest Rates
6.1
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.
6.2
The Company may from time to time (in its discretion) revise the Fees Schedule in accordance with Clause 20. Copies of the current Fees Schedule are available on request from the Macau office of the Company and on the Company's website at www.bochk.com/creditcard/macau/. 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 Main Cardholder for its own use and purposes.
7.
Cardholder's Obligations and Liabilities
7.1
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 following measures to keep the Card safe and the PIN secret to prevent fraud:
(a) keep any record of the PIN separate from the Card;
(b) destroy the original printed copy of the PIN;
(c) never write down the PIN on the Card or on anything usually kept with or near it;
(d) never write down or record the PIN without disguising it;
(e) never use any easily accessible personal information as the PIN;
(f) use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by the Company; and
(g) never disclose his/her PIN to any person or allow it to be used by any person.
7.2
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:
(a) loss and/or theft of the Card and/or the PIN;
(b) unauthorized use of the Card and/or the PIN;
(c) disclosure of the PIN to any unauthorized person;
(d) suspicion of any counterfeit card bearing the same number as the Card or purported to be issued under the Account; and/or
(e) any suspected unauthorized use of the Card and/or the PIN and/or disclosure of the PIN.
7.3
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's satisfactory documentary evidence of such police report as soon as reasonably practicable.
7.4
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 Cardholder liable or otherwise discharge any liability of the Cardholder.
7.5
Notwithstanding anything contained herein to the contrary, the Cardholder shall repay to the Company immediately

- upon demand from the Company:
(a) the outstanding balance of the Account;
(b) all Charges in respect of the transactions effected by the use of the Card but not debited to the Account; and
(c) all fees and charges payable by the Cardholder to the Company under this Agreement.
8.
Unauthorized Transactions
8.1
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 Statement.
8.2
The Company shall use reasonable endeavours, except in circumstances which are beyond its control, to complete the investigation within 90 days upon receipt of notice of an unauthorized transaction from the Cardholder.
8.3
In the event that the Cardholder shall have informed the Company of any unauthorized transaction before the 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/or 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 all related fees, charges and/or interest if such dispute made by the Cardholder shall subsequently be proved to be unfounded.
9.
Cardholder's Liabilities for Unauthorized Transaction
9.1
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), the Cardholder shall not be responsible for the loss and damage incurred:
(a) in the event of misuse when the Card has not been received by the Cardholder;
(b) when faults have occurred in the terminals, or other systems used, which causes the Cardholder to suffer loss and damage, unless the fault was obvious or advised by a message or notice on display; and
(c) 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 7.1 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:
(a) the Cardholder shall not be liable for any unauthorized transactions made after the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card (other than cash advances effected by the use of the Card/PIN) shall not exceed the maximum amount as notified by the Company to the Cardholders from time to time; and the Cardholder shall be liable for all unauthorized cash advances effected with the use of the Card/ PIN before the Cardholder has duly notified the Company of the loss, theft and/or unauthorized use of the Card/PIN.
9.3
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, theft and/or unauthorized use of the Card if the Cardholder has acted fraudulently or with gross negligence, or has failed to comply with Clauses 7.1 or 7.2 or take reasonable precautions to prevent such loss, theft and/or 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 Cardholder fails to report such loss, theft and/or unauthorized use of the Card/PIN to the Company as soon as reasonably practicable (in which case the Cardholder shall be liable for all such loss and damage before the Company receives the Cardholder's report of such loss theft and/ or unauthorized use of the Card/PIN) and the Cardholder agrees to indemnify and keep the Company fully indemnified against all losses, damages, liabilities and all reasonable costs and expenses reasonably incurred as a result thereof.
10.
Liabilities of Main and Additional Cardholders
10.1
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 by him/her through the use of his/her Additional Card.
11.
Limitation on Liabilities
11.1
Under no circumstances shall the Company be responsible for any direct loss and damage 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 hereunder.
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 Company.
11.5
The Company shall not be responsible for any delay in or non-receipt of any goods or services or 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, the Cardholder shall, notwithstanding that 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 reliance upon this Clause 14.
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 by listing without notice whether upon 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 Cardholder or the Company), the Cardholder shall 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 a Card shall be effective unless and until such Card is terminated 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 reason.
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 suspension, cancellation, termination or disapproval.
12.7
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, the Cardholder shall be responsible for any instalments that 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 may:
(a) set off the credit balance in any other account of the Main Cardholder with the Company against any debit balance of the Account due from any and all Additional Cardholders to the Company; and
(b) 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.
13.3
An Additional Cardholder shall be liable only for the balance of the Account due from him/her to the Company (but not those of the Main Cardholder or other Additional 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. It is hereby agreed and confirmed by all Additional Cardholders that any payment made by an Additional Cardholder in settlement 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

- 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 determine from time to time.
14.
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 accounts 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 due and payable) for the satisfaction of any liability of the Cardholder to the Company hereunder without prior notice to the Cardholder upon request of the Company. 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/ her 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 reliance upon this Clause 14.
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 laws and regulations, the Company shall not be liable (whether in contract or tort) for any act, conduct, omission or negligence of such agencies or any of their employees.
15.2
The Cardholder shall indemnify the Company in respect of:
(a) 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 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 total 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 responsible.
16.
ATM and Other Facilities
16.1
Where the Card is issued with any ATM, point of sale terminal 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 reason 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 Cardholder.
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 use;
(c) such use is against the wish of the Cardholder;
(d) such use is the result of or otherwise involves any criminal act, whether or not such use is in violation (with or without limitation) of 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 in connection with or arising out of such use.
17.
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.
18.
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.bochk.com/creditcard/macau/.
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/ her 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 will 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 the Cardholder information.
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.
19.
Notice
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 statement, notice, demand or other communications are deemed to be received by the Cardholder:
(a) on posting for 3 Business Days in the Macau Office of the Company;
(b) 3 Business Days after publication as an advertisement in a Macau newspaper;
(c) when posted on the website of the Company;
(d) 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;
(e) 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
(f) when communicated including by leaving a voice message, if by telephone or other oral communication, notwithstanding a return through the post (in the case of a mailing), or the death or incapacity of the Cardholder.
20.
Amendment
20.1
The Company may (in its discretion) from time to time 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 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 minimal.
21.
Law and Jurisdiction
21.1
This Agreement shall be governed by and construed in accordance with the laws of Macau and the Cardholder irrevocably submits to the non-exclusive jurisdiction of the Macau courts.
22.
Miscellaneous
22.1
This Agreement is written in both English and Chinese. In case of conflict or deviation in interpretation, the English version 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 successive 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.

大豐銀聯雙幣信用卡使用說明

1. 信用卡/ 個人識別密碼（「私人密碼」）的保護措施：

(i) 持卡人須將私人密碼保密，並在牢记密碼後立即將印有私人密碼的函件銷毀。切勿在信用卡或其它經常與信用卡放在一起或放在信用卡附近的物品上寫下私人密碼；切勿寫下或記錄私人密碼而又不加掩藏；切勿將私人密碼改為易於測悉的六位數字，如身份證號碼、電話號碼等；切勿將私人密碼告知任何人。

(ii) 信用卡和私人密碼只供持卡人專用，不可轉讓。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，確認收受新卡或按照卡公司要求的其它方式使新卡生效。切勿割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/或保安指引使用信用卡。
2. 持卡人可要求卡公司不發出私人密碼。
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內以與銀聯POS系統連接的商戶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。卡公司在發出信用卡時，將開立及維持用以借記及/或貸記收費的澳門幣帳戶及人民幣帳戶。
4. 持卡人使用信用卡簽帳及作現金透支時，須遵守由卡公司不時訂定的信貸安排的信用限額及現金透支限額及每日現金透支限額。若結欠金額超出信用卡之信用限額，卡公司將按收費表列載的收率收取「超越信用限額手續費」，並記入持卡人帳戶內。持卡人在大豐銀行有限公司（「銀行」）的銀行櫃位或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。每日現金透支最高限額分別為：

(a) 於澳門的銀行櫃位以人民幣或澳門幣作現金透支，最高透支額為可動用的現金透支限額；

(b) 於自動櫃員機作出現金透支，每日現金透支限額為：

人民幣 相等於MOP20,000的人民幣款額；或
澳門幣 MOP20,000
5. 受持卡人合約所限的情況下，持卡人可透過自動櫃員機、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。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「服務條款」及「一般說明」)所規管。
6. 如發現信用卡/私人密碼遺失或被竊，持卡人須立即致電(853) 8988-9933（辦公時間內）或(852) 2544-2222（非辦公時間內）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。
7. 結算應列明(其中包括)截至結單上所述月結期最後一日的帳戶（包括澳門幣帳戶及人民幣帳戶）結欠、最低還款額及到期付款日。持卡人須於結單日起計60日之內，通知卡公司結單上所有未經授權及錯誤的交易記錄。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。
8. 除非在卡公司控制範圍外的情況下，否則卡公司應盡合理努力，在收到持卡人關於未經授權交易通知後90天內，完成調查工作。
9. 如獲發附屬卡，主卡持卡人須（與附屬卡持卡人共同及各別）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。
10. 持卡人對下列情況下引致的損失毋須承擔責任：

(i) 持卡人未收到信用卡前，而卡被誤用；

(ii) 交易是以偽造的信用卡進行的；

(iii) 終端機或其它系統發生的故障，引致持卡人蒙受直接金錢損失，除非該故障是明顯的，或已顯示故障信息或通告則除外。
11. 在受適用法律及規定規限的情況下，只要持卡人以真誠態度及應有謹慎行事（包括根據上述第1段採取防範措施及按照上述第6段報失、報被竊及/或未經授權使用信用卡），則除非卡公司欺詐、嚴重疏忽或故意失責行為：

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

(ii) 持卡人對其在將信用卡遺失、被竊或被未經授權使用等情況（使用信用卡/私人密碼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額；及

(iii) 持卡人須對其在將信用卡/私人密碼遺失、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/私人密碼進行的所有未經授權的現金透支負責。
12. 如持卡人有欺詐行為或嚴重疏忽，或未能遵照上述第1段的規定，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，或如持卡人沒有在合理可行的情況下盡快將信用卡/私人密碼的遺失、被竊及/或被未經授權使用等情況向卡公司報告（在此情況下，持卡人須對卡公司在收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的一切損失及損害負責）。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。
13. 持卡人在到期付款日前向卡公司報告未經授權交易並填妥用戶投訴表後，持卡人有權在調查期間拒絕支付涉及爭議的款項。如調查結果顯示持卡人所作的報告是沒有根據的或持卡人違反持卡人合約或其他有關信用卡使用的合約的條款及條件，則卡公司有權就有關交易款項按收費表列載的收率收取費用、收費及/或利息，由有關交易日起（包括調查期間）計至上述款項及所有有關費用、收費及/或利息付清之時為止；
14. 利息、逾期費用、現金透支手續費、現金存戶、結餘轉戶及採用匯率的釐定基準如下：

(i) 利息：如在到期付款日或之前付清全數的結欠金額，則免收利息。如在到期付款日或之前仍未付款，或所付之款項少於結欠金額，則按照當時利率按日收取利息（即不能享受由結單日起計之26日免息優惠期）。持卡人須(1)於結單日期開始，對尚未付款結欠支付利息，直至全數清還為止及(2)對每一宗新交易[即結單上所載最後一宗交易之後任何何時間發生的交易，或於該最後一宗交易之前任何何時間發生而未記入持卡人帳戶亦未於結單上顯示之任何交易]-之金額，於該新交易日期開始支付利息，直至該金額全數清還為止。（最低收費澳門幣帳戶為澳門幣5元或人民幣帳戶為人民幣5元）。該收費將記錄於下期結單的結欠金額內。

(ii) 逾期費用：如在到期付款日或之前仍未付款或支付款項少於最低還款額，則持卡人須在支付上述(i)項之利息外支付最低還款額的5%作為逾期費用（最低收費澳門幣帳戶為澳門幣130元或人民幣帳戶為人民幣130元，最高收費澳門幣帳戶為澳門幣200元或人民幣帳戶為人民幣200元）。

(iii) 以澳門幣及人民幣以外貨幣進行交易的匯率計算方法：所有澳門幣及人民幣以外貨幣的交易將按：

(1) 清算交易當日的匯率折算為澳門幣；或

(2) 交易當時的匯率折算為澳門幣。

(iv) 現金透支、現金存戶、結餘轉戶及使用「繳費易」服務繳費及轉帳手續費(除支付上述第(i)項的利息外)：

(a) 澳門幣帳戶：在澳門透過銀行的自動櫃員機或「銀通」自動櫃員機所作的每一筆現金透支，手續費為有關金額的4.5%(最低收費澳門幣30元)，另加澳門幣20元的額外手續費。

(b) 人民幣帳戶：在澳門透過銀行的自動櫃員機或「銀通」自動櫃員機所作的每一筆現金透支，手續費為有關金額的4.5%（最低收費人民幣30元），另加人民幣20元的額外手續費。在中國內地，使用銀聯網聯自動櫃員機所作的每一筆現金透支交易，手續費為有關金額的4.5%（最低收費人民幣30元），另加人民幣25元的額外手續費。

15 (i) 持卡人應分別清還澳門幣帳戶及人民幣帳戶內的結欠金額。
- (ii) 持卡人須以澳門幣結算澳門幣帳戶的結欠金額。卡公司可（酌情決定）接受非澳門幣付款。如以非澳門幣付款，該付款須根據卡公司釐定的匯率折算為澳門幣後記入澳門幣帳戶，在此情況下，卡公司有權按收費表收取兌換費。

(iii) 持卡人應以人民幣或澳門幣結算人民幣帳戶的結欠金額。卡公司可（酌情決定）接受非人民幣或非澳門幣付款外；如以非人民幣或非澳門幣付款，該付款須根據卡公司釐定的匯率折算為人民幣後記入人民幣帳戶，在此情況下，卡公司有權按收費表收取兌換費。

(iv) 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欠款。就人民幣帳戶而言，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欠款。
16. 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。
17. 所適用的收費項目已在雙幣信用卡服務收費表中詳細列明。
18. 倘若在清還所有未付收費及卡公司向持卡人之中索後，帳戶仍然有任何結餘（「結餘」），則卡公司可在任何時間主動或在合理時間內應持卡人要求或於主卡終止時向持卡人退還有關結餘卡公司須以澳門幣向持卡人退還澳門幣帳戶的結餘。人民幣帳戶內的結餘，卡公司可按其獨有的酌情決定以澳門幣（必先按卡公司釐定的匯率由人民幣折算至澳門幣）或人民幣於澳門境內任何指定的地點及方式退還。卡公司有權就每次退還結餘按收費表收取手續費。
19. (i) 如持卡人拒絕接受卡公司對條款及條件的修訂，並選擇終止有關信用卡服務，如信用卡的年費用可分開區別，而所涉金額並非微不足道，則卡公司可(酌情決定)按月比例退還已付的信用卡年費。如如在卡公司收到持卡人拒絕接受有關修訂通知後該月份已進行交易，則該月份的相關年費將不會退還給持卡人。
- (ii) 持卡人隨時可向卡公司發出不不少於14天事前書面通知終止信用卡（如屬主卡持卡人，可終止主卡及/或任何或所有附屬卡；如屬附屬卡持卡人，可終止其附屬卡）。
20. 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) 可用主卡持卡人於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，應不可撤銷地被視為自願付款，以清償主卡持卡人及/或其他附屬卡持卡人的款項。

21. 授權扣帳

(i) 持卡人不可撤銷地授權及指示各銀行，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士仕聯名持有，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帳及付予卡公司，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。

22. 如卡公司聘用任何代收帳款的機構向持卡人收取全部或部份欠款，持卡人須支付代收帳款機構的合理費用及開支。在一般情況下，收帳費用應不會超過持卡人欠卡公司的款項總額的30%。

23. 如卡公司委託律師向持卡人代收全部或部分欠款，持卡人須支付因此而產生的所有合理費用及開支。

24. 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。

25. 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。

26. 卡公司可隨時及不時修訂信用卡使用條款及條件、有關使用信用卡的收費表及本使用說明。該等文件的最新版本可於卡公司澳門辦事處、銀行索取，或卡公司網站（網址www.bchcm.com/creditcard/macau/）瀏覽。

27. 本使用說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。如本說明所載條款及條件與持卡人合約之間有任何不相符之處，概以持卡人合約所載者為準。

28. 在本使用說明中：

「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人士；

「合約」指中銀信用卡(國際)有限公司雙幣信用卡持卡人合約；

「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」指任何以其名義獲卡公司發給信用卡之人士，包括主卡持卡人及附屬卡持卡人(視乎文意所指者而定)；

「卡公司」指中銀信用卡（國際）有限公司；

「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；

「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雙幣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；

「到期付款日」指結單所列明持卡人到期及應付卡公司的結欠金額的日期；

「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；

「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士；

「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；

「最低還款額」指在到期付款日或之前持卡人需向卡公司支付結欠金額中的最低還款額；

「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網；

「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；

「結欠金額」指截止至結單上所述月結期最後一日，持卡人就透過帳戶進行的所有交易欠卡公司的結欠總額；

「結單」指卡公司每月或定期向持卡人寄發的帳戶結單。
- NO11(V1)24 MAC-T-DG-UC LK

Tai Fung CUP Dual Currency Credit Card User Circular

1. To safeguard the Card/personal identification number (PIN):
 - (i) The Cardholder shall destroy the original printed copy of the PIN immediately after memorizing the PIN and shall keep it in secrecy. Do not write down the PIN on the Card or anything usually kept with or near it. Do not write down or record the PIN without disguising it. Do not change the PIN to an easily deducible 6-digit number, like identity card number, telephone number and others. Do not disclose the PIN to any person.
 - (ii) The Card and the PIN shall only and exclusively be used by the Cardholder and are not transferable. Immediately upon receipt of a new card, the Cardholder shall sign the card on the space provided and if so required by the Company activate the card by acknowledging receipt of it or by other means according to the instructions of the Company. Do not scratch the card or place it anywhere near magnetic field which may impair the effectiveness of the magnetic stripe and/or chip.
 - (iii) The Cardholder shall use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by the Company.
2. The Cardholder shall be entitled to request the Company not to issue a PIN.
3. The Card is denominated in both MOP and CNY and are valid only for use by the Cardholder in Mainland China, Macau and such other places from time to time designated by the Company for bona fide purchases of goods and/or services from merchant establishments which are connected to CUP's POS system and/or cash advances effected at the ATM or bank counter and such other credit card facilities or services as the Company may from time to time provide. When a Card is issued, the Company will set up and maintain both a MOP Account and a CNY Account in respect of the Card to which the Charges will be debited and/or credited.
4. The Cardholder shall observe the credit limit and cash advance limit and daily cash advance limit of the credit facilities imposed by the Company from time to time when using the Card for payments and cash advances. If the Outstanding Balance exceeds the credit limit of the Card, an overlimit handling fee at the rate as set out in the Fees Schedule will be debited to the Cardholder's account(s). Cash advance effected by the Cardholder at the bank counters of Tai Fung Bank Limited (the "Bank") or through the ATM is further subject to the daily limit imposed by the Company. The maximum limits of daily cash advance are as follows:
 - (a) When the cash advance is effected at the bank counters at the Bank:
in CNY or MOP up to available cash limit
 - (b) When the cash advance is effected through ATM, the aggregate of daily cash advance should not exceed:
in CNY amount of CNY equivalent to MOP20,000; or
in MOP MOP20,000
5. Subject to the provisions of the Agreement, the Cardholder shall be entitled to effect cash advance or the transactions through ATM, point of sale terminals or other devices (collectively "Electronic Devices"). The use of any service through the Electronic Devices is subject to the Agreement in addition to any other terms and conditions (including without limitation the "Conditions for Services" and "General Information") which may govern any other services provided through the Card.
6. In the event of loss or theft of the Card/ PIN, the Cardholders shall report such loss or theft to the Company immediately upon discovery of the same through the service hotline number (853) 8988- 9933(within office hours) or (852) 2544-2222(outside office hours) and to the police, which report shall then be confirmed in writing within 24 hours or such other period as the Company may prescribe from time to time, the receipt thereof to be acknowledged by the Company, and/or to complete such other procedures as may be prescribed by the Company from time to time.
7. The Statement shall show, inter alia, the balance in the Account (both the MOP Account and CNY Account) as at the end of the statement period specified therein, the Minimum Payment and the Due Date. The Cardholder shall report to the Company any unauthorized and erroneous transactions appearing on the Statement within 60 days from the date of the Statement, failing which, the Company shall be entitled to treat the transactions stated in the Statement as true and correct in all respects.
8. The Company shall use reasonable endeavours, except in circumstances which are beyond its control, to complete the investigation within 90 days upon receipt of notice of an unauthorized transaction from the Cardholder.
9. Where Additional Card(s) is/are issued, a Main Cardholder shall (jointly and severally with the Additional Cardholders) be liable to the Company for any and all transactions effected and/or liabilities incurred by the Additional Cardholders and/or through use of the Additional Cards whereas an Additional Cardholder shall be liable only for the transactions effected and/or the liabilities incurred by such Additional Cardholder through the use of his/her Additional Card.
10. The Cardholder shall not be liable for any loss incurred:
 - (i) in the event of misuse when the Card has not been received by the Cardholder;
 - (ii) when transactions are made through the use of a counterfeit Card;
 - (iii) when faults have occurred in the terminals, or other systems used, which cause the Cardholder to suffer direct pecuniary loss unless the fault was obvious or advised by a message or notice on display.
11. Subject to applicable laws and regulations and provided that the Cardholder has acted in good faith and with due care (including taking the precautions under paragraph 1 above and reporting loss, theft and/or unauthorized use of the Card in accordance with paragraph 6 above) and unless due to the fraud, gross negligence or wilful default of the Company:
 - (i) the Cardholder shall not be liable for any unauthorized transactions made after he/she has duly notified the Company of the loss, theft and/or unauthorized use of the Card;
 - (ii) the liability of the Cardholder for any unauthorized transactions made before he/she has duly notified the Company of the loss, theft or unauthorized use of the Card (other than cash advances effected by the use of the Card/PIN) shall not exceed the maximum amount as notified by the Company to the Cardholders from time to time; and
 - (iii) 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
12. The Cardholder shall be liable for all losses if he/she has acted fraudulently or with gross negligence or fails to observe the provisions of paragraph 1 above or such other requirements as may be stipulated by the Company from time to time in safeguarding the Card and the PIN or if the unauthorized use of the Card involves the use of the his/her PIN with or without his/her knowledge or if the Cardholder fails to report such loss, theft and/or unauthorized use of the Card/PIN to the Company as soon as reasonably practicable (in which case the Cardholder shall be liable for all such loss and damage before the Company receives Cardholder's report of such loss theft and/or unauthorized use of the Card/PIN). The Cardholder shall also indemnify the Company in full in respect of any expense and losses suffered or incurred by the Company in relation thereto.
13. Where the Cardholder reports any unauthorized transactions to the Company before the Due Date and duly completes the customers' complaints form, the Cardholder shall be entitled to withhold payment of the disputed amount during the investigation period. Should the investigation results show that the report made by the Cardholder is unfounded or the Cardholder is in breach of the terms and conditions of the Agreement or other agreements governing the use of the Card, then the Company shall be entitled to impose any fees, charges and/or interest at the rates as set out in the Fees Schedule on the amounts of the relevant transactions from the date of the relevant transactions (including the investigation period) until payment of those amounts and all related fees, charges and/or interest.
14. The basis for determining the interest, late charge, handling fee of cash advance, cash before card, balance transfer, application of exchange rates are as follows:
 - (i) Interest: No interest will be payable if the Outstanding Balance is paid in full on or before the Due Date. If no payment or payment of less than the Outstanding Balance is made on or before the Due Date, interest will be charged on a daily basis at the then prevailing interest rate (that is to say, an interest-free period of 26 days from the date of the Statement will not be available). Interest will be charged on (1) the unpaid balance from the date of the Statement until payment is made in full thereof and (2) the amount of each new transaction (i.e. a transaction occurring at any time after the last transaction as shown in the Statement, or at any time before that last transaction which has not been debited to the Cardholder's account and shown in the Statement) from the date of that new transaction until payment is made in full thereof (A minimum charge of MOP5 for MOP Account or CNY5 for CNY Account is imposed). Such charge will be recorded in the next Statement.
 - (ii) Late Charge: If no payment or payment of less than the Minimum Payment is made on or before the Due date, a late charge of 5% of the Minimum Payment will be payable in addition to any interest payable under (i) above (The minimum charge is MOP130 for MOP Account or CNY 130 for CNY Account and the maximum charge is MOP200 for MOP Account or CNY200 for CNY Account).
 - (iii) The Method of Applying Exchange Rates to Transactions in currencies other than MOP and CNY: All transactions effected in currencies other than MOP and CNY shall be:
 - (1) converted into MOP at an exchange rate determined on the date when the transactions are processed; or
 - (2) simultaneously converted into MOP at an exchange rate determined at the time of transaction.
 - (iv) Handling Fees for Cash Advances , Cash Before Card, Balance Transfer and payment or fund transfer through "JET Payment"(apart from interest payable in accordance with (i) above):
 - (a) MOP Account:
 - (1) For each cash advance made in Macau through the Banks' ATM or JETCO ATM, a handling fee at the rate of 4.5% of the related amount (minimum MOP30) plus an extra handling fee of MOP20 will be charged on each cash advance.
 - (b) CNY Account:
 - (1) For cash advance in Macau through a Bank ATM or a JETCO ATM, a handling fee at the rate of 4.5% of the advance amount (minimum CNY30) plus an extra handling fee of CNY20 will be charged for each cash advance. For each cash advance made in Mainland China, a handling fee at the rate of 4.5% of the related amount plus an extra handling fee of CNY25 will be charged on each cash advance.
15.
 - (i) Cardholders should settle Outstanding Balance in MOP Account and CNY Account separately.
 - (ii) Cardholders should settle Outstanding Balance to the MOP Account in MOP. The Company may (at its sole discretion) accept payment in currencies other than MOP. If payment is made in currencies other than MOP, such payment shall be credited into the MOP Account after conversion into MOP at a rate of exchange determined by the Company in which case the Company shall be entitled to charge a conversion fee as set out in the Fees Schedule.
 - (iii) Cardholders should settle Outstanding Balance to the CNY Account in CNY or MOP. The Company may (at its sole discretion) accept payment in currencies other than CNY or MOP. If payment is made in currencies other than CNY or MOP, such payment shall be credited into the CNY Account after conversion into CNY at a rate of exchange determined by the Company in which case the Company shall be entitled to charge a conversion fee as set out in the Fees Schedule.
 - (iv) Any excess payment in settlement of MOP Account shall not be used to settle outstanding payments in CNY Account. For CNY Card Account payments, any excess payment in settlement of CNY Account shall not be used to settle outstanding payments in MOP Account.
16. Merchant refund amount is not counted as a payment of the current statement balance, the refunded amount shall be credited only to the Outstanding Balance of the next statement.
17. Details of the applicable charges are listed on the Dual Currency Card Fees Schedule.
18. If, after settlement of all outstanding charges and claims by the Company against the Cardholder there exists any credit balance in the Account ("Credit Balance"), the Company may at any time on its own decision or shall within reasonable time either after receipt of the request of the Cardholder or upon termination of the Main Card refund the Credit Balance to the Cardholder. The Company shall refund the Credit Balance in MOP Account to the Cardholder in MOP. For Credit Balance in CNY Account, the Company has sole discretion to refund to the Cardholder either in MOP (converted from CNY at a rate of exchange determined by the Company) or CNY 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 each refund.
19.
 - (i) Where a Cardholder refuses to accept the amendments to the terms and conditions stipulated by the Company and chooses to terminate the relevant card service, the Company may (in its discretion) refund the paid annual fee on a monthly pro-rata basis to the Cardholder if the fees can be separately distinguished and the amount involved is not minimal. If transactions are made in the month subsequent to the Company's receipt of the notice of refusal to accept the relevant amendments from the Cardholder, then the annual fee attributable to that month will not be refunded to the Cardholder.
 - (ii) The Cardholder (for Main Cardholder, he/she may terminate the Main Card and/or any or all Additional Cards and for the Additional Cardholder, he/she may terminate his/her Additional Card) may terminate the Card at any time by giving at least 14 days' prior written notice to the Company.
20. The Company's rights of set-off:
 - (i) The Cardholder irrevocably authorizes the Company at any time and from time to time to combine and set off all or any of the accounts of Cardholder with the Company without prior notice.
 - (ii) Where Additional Card(s) is /are issued , the Company may:
 - (a) use any credit balance in any account of the Main Cardholder to repay any amount due from any and all Additional Cardholders to the Company;
 - (b) only use any credit balance in any account of an Additional Cardholder to repay any amount due from such Additional Cardholder to the Company (but not those of the Main Cardholder or other Additional Cardholders).
 - (iii) An Additional Cardholder may (at his/her option) settle the amounts due to the Company from the Main Cardholder and/or other Additional Cardholders. Any payment made by an Additional Cardholder in excess of the amounts due from him/her to the Company shall be irrevocably deemed to be voluntary payment to settle (in whole or in part) the amounts due from the Main Cardholder and/or other Additional Cardholders.
21. Debit Authorization
 - (i) The Cardholder irrevocably authorizes and instruct each of the Banks with which he/she may have account(s) to debit and pay to the Company the credit balance of such account(s) or any part thereof (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of his/her liability to the Company without prior notice to the Cardholder upon request of the Company.
22. In the event that the Company engages any debt collection agencies to collect the entire or part of the amount due from the Cardholder, the Cardholder shall be liable to pay all reasonable costs and expense of the debt collection agencies. In normal circumstances, the total collection costs should not exceed 30% of the aggregate outstanding amount due to the Company by the Cardholder.
23. In the event that the Company appoints lawyers to collect the entire or part of the amount due from the Cardholder, the Cardholder shall be liable for all reasonable costs and expenses arising therefrom.
24. Complaint procedures against merchants:

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

In the event that any Cardholder wishes to express any opinion on the operating procedures or any staff of the Company, such Cardholder should record the details of the relevant information and inform the Company by telephone or in writing. The Cardholder should provide the Company with the Card number and contact telephone number of such Cardholder to enable the Company to maintain record contact the Cardholder and follow up with respect to such complaints.
26. The terms and conditions governing the use of the Card and the relevant schedule of the charges payable in connection with the use of the Card and this Circular may be revised by the Company at any time and from time to time. Copies of the current version of these documents are available at the Macau Office of the Company, the Bank or on the Company's web site at www.bocik.com/creditcard/macau/.
27. This Circular is written in both English and Chinese. In the case of conflict or deviation in interpretation, the English version shall prevail. In the event of any inconsistency between the terms and conditions stated herein and the Agreement, the Agreement shall prevail.
28. In this Circular :

"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 debited;

"Additional Card" means the Card from time to time issued by the Company to an Additional Cardholder nominated by the Main Cardholder and at the joint requests of such Additional Cardholder and the Main Cardholder;

"Additional Cardholder" means a person to whom and in whose name an Additional Card is issued;

"Agreement" means the BOC Credit Card (International) Ltd. Dual Currency Credit Card User Agreement;

"ATM" means any automatic teller machine in operation in the Networks and such other networks as from time to time announced by the Company;

"Card" means any dual currency card issued by the Company and includes Main Card and Additional Card subject to the Agreement and any renewal or replacement Card;

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

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

"Charges" means the aggregate value or amount of all purchase of goods and/or services and/or cash advances effected by the use of the Card and all relevant fees, charges, interest, costs and expenses in connection therewith;

"CNY" means Renminbi yuan, the lawful currency of the People's Republic of China;

"CNY Account" means any CNY account opened by and maintained with the Company under the name of the Cardholder for the purposes of recording debits and credits in CNY in respect of usage of the Dual Currency Card under this Agreement;

"CUP" means China UnionPay Company Limited, a joint stock limited liability company incorporated in the People's Republic of China with head quarters in Shanghai, the People's Republic of China;

"Due Date" means the date on which the Outstanding Balance is due and payable by the Cardholder to the Company as specified in the Statement;

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

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

"MOP" means Macau dollars, the lawful currency of Macau;

"MOP Account" means any MOP account opened by and maintained with the Company under the name of the Cardholder for the purposes of recording debits and credits in MOP in respect of usage of the Card under this Agreement;

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

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

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

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

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

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

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

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

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 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，並於申請批核通知書中確認。
- 4.2 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。

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

按情況而定，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. 提前還款及退款

- 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。

**Terms and Conditions for the Tai Fung CUP Dual
Currency Credit Card Installment Programs**

These Terms and Conditions shall be applicable to Installment Programs approved on or after 1st March 2010.

1. Installment Programs

Subject to these terms and conditions, which are supplemental to the User Agreement ("Agreement") governing the card account and shall form part of the Agreement, any person ("Applicant") being the Cardholder of the card account may apply for the following programs offered by the Company:

- (a) Credit Card Cash Installment Loan ("Cash Installment Program"); or
- (b) Statement Installment ("Statement Installment Program")

(The Cash Installment Program and the Statement Installment Program are collectively referred to as the "Installment Programs") unless such card account has been excluded from the Installment Programs by the Company from time to time. In the event of inconsistency between the Agreement and these terms and conditions, these terms and conditions shall prevail to the extent of any such inconsistency. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

2. Application

- 2.1 The Company may in its absolute discretion approve or reject any application for the Installment Programs without giving any reason.
- 2.2 For the Statement Installment Program, the Applicant is advised to make enquiry with the Company prior to effecting any transaction which is intended to be repaid by installments in accordance with the Statement Installment Program.
- 2.3 The Company will by written notice inform the Applicant whether the application of any of the Installment Programs is approved or rejected and in no event shall the Company be responsible for any loss or liability which the Applicant may suffer or incur as a result of any such application being rejected. An application, once approved, shall not be cancelled or amended by the Applicant and the Applicant shall be bound to accept the terms set out in the relevant written confirmation.
- 2.4 (a) For the Cash Installment Program, the cash installment loan amount ("Cash Installment Amount") shall be for a minimum amount from time to time specify in the relevant application form or promotional materials subject to a maximum amount from time to time specified by the Company by reference to the available credit limit in the Account. The Company may in its absolute discretion determine the exact Cash Installment Amount and the Applicant hereby irrevocably agrees to borrow the Cash Installment Amount notwithstanding that the Cash Installment Amount

- approved by the Company is lower than that applied for.
- (b) For the Statement Installment Program, the aggregate statement installment amount ("Statement Installment Amount") shall be for a minimum amount from time to time specify in the relevant application form or promotional materials, subject to a maximum amount from time to time specified by the Company by reference to the available credit limit in the Account.
- 3. **Approval**
After approval of the following application:
 - (a) For the Cash Installment Program, the Company will within reasonable time advance the Cash Installment Amount to the Applicant in such manner as accepted by the Company. The Applicant shall be responsible for all charges and fees associated with advancement of the Cash Installment Amount and any such charge and fee shall be debited to the Account at the time of advancement of the Cash Installment Amount.
 - (b) For the Statement Installment Program, the Applicant shall on the subsequent Due Date pay the relevant amount after deducting the Statement Installment Amount.
- 4. **Upfront Administration Fee and Monthly Handling Fee**
 - 4.1 Upfront Administration Fee (if any) in relation to the Installment Programs ("Upfront Administration Fee") will be charged at such rate and in such manner as the Company may notify to the Applicant or as specified in the application form, which shall be confirmed in the relevant written confirmation.
 - 4.2 Monthly Handling Fee (if any) in relation to the Installment Programs ("Monthly Handling Fee") will be charged at such rate and in such manner as the Company may notify to the Applicant or as specified in the application form, which shall be confirmed in the relevant written confirmation.
- 5. **Repayment**
 - 5.1 The Cash Installment Amount or the Statement Installment Amount and Monthly Handling Fee (if any) shall be repaid by equal monthly installments (the "Monthly Installments" and each a "Monthly Installment") as applied by the Applicant and approved by the Company, which shall be confirmed in the relevant written confirmation and such amount shall be rounded up to the nearest cent.
 - 5.2 The Company is hereby authorized to apportion the Monthly Installments between the Cash Installment Amount or the Statement Installment Amount and Monthly Handling Fee (if any) as it shall deem appropriate. If the Applicant repays prematurely, it may not necessarily reduce the amount of Monthly Handling Fee the Applicant would have paid.
 - 5.3 The first Monthly Installment and Upfront Administration Fee (if any) shall be debited to the Account on the next working day of, where appropriate, the advancement date

- of the Cash Installment Amount or the date when the Statement Installment Program has been approved. Each subsequent Monthly Installment shall be debited on the corresponding date of the subsequent calendar month provided that if there is not such a day in any subsequent calendar month, the relevant Monthly Installment shall be debited on the last day of that calendar month; or if such day is not a working day of the Company, the same shall be debited on the preceding working day; or the relevant Monthly Installment cannot be debited to the Account for reasons beyond the control of the Company, the same shall be debited to the Account in accordance with the usual practice of the Company.
- 6. **Credit limit**
Where appropriate, upon:
 - (a) the advancement of the Cash Installment Amount; or
 - (b) after the approval of the Statement Installment Program,the available credit limit in the Account shall be reduced (if not yet reduced) by the Cash Installment Amount or the Statement Installment Amount and shall be increased when the Monthly Installment has been repaid to the Account.
- 7. **Early repayment and refund**
 - 7.1 The Applicant may by written notice apply for early repayment of the Installment Programs in full but not in part. Upon approval of such application, the Company shall debit all outstanding Monthly Installments, the Upfront Administration Fee (if any) (if not yet debited), together with an early repayment administration fee from time to time determine and communicate to the Applicant ("Early Repayment Administration Fee") to the Account.
 - 7.2 For the Statement Installment Program, if there is a refund of goods and/or services, upon receipt of the relevant refunds from the relevant merchant, the same will be credited to the Account. The amount so credited to the Account shall be applied towards settlement of the debit balance therein in accordance with the relevant provisions in the Agreement. The Applicant acknowledges that the Company shall not be responsible for verifying with the relevant merchant in respect of any amount so refunded.
- 8. **Termination of the Installment Programs**
Notwithstanding anything herein to the contrary, in the event there is any default in the Account, or the Account is terminated or suspended for whatever reason or the Company reasonably considers it necessary to protect its interest, the Company shall be entitled to debit all of the outstanding Monthly Installments and the Upfront Administration Fee (if any), together with the Early Repayment Administration Fee and any charges to the Account at any time without prior notice to the Applicant.
- 9. **Authorization**
The Applicant hereby irrevocably authorizes the Company to debit all Monthly Installments, the Upfront Administration Fee (if any), the Early Repayment

- Administration Fee and charges (if any) to the Account and for this purpose, the Applicant shall reserve sufficient credit limit in the Account. The Company shall be entitled to debit any amount to the Account in excess of its then available credit limit and the Applicant shall be liable for such excess and shall pay the Overlimit Handling Fee in accordance with the Fees Schedule where appropriate.
- 10. **Charges and fees**
All Monthly Installments, the Upfront Administration Fee (if any), the Early Repayment Administration Fee and charges (if any) shall be debited to the Account, for the Cash Installment Program as cash advance transaction made by the Applicant, and for the Statement Installment Program as retail spending transaction made by the Applicant and accordingly the provisions in the Agreement relating to interests, finance charge and other fees applicable to cash advance or retail spending transactions (where appropriate) shall apply. Interest, finance charges or other fees may be chargeable in respect of the Installment Programs.
- 11. **Miscellaneous**
 - 11.1 The Applicant warrants to the Company that all information provided to the Company in respect of the application of any of the Installment Programs are true and accurate and undertakes to notify the Company of any change to those information and/or documents.
 - 11.2 The Company has absolute discretion to determine any matter in connection with the Installment Programs and any such determination shall be final and binding on the Applicant (save and except manifest error).
 - 11.3 The Applicant hereby authorizes the Company to accept and retain for its own benefit from all relevant parties in relation to the Installment Programs any commission, rebate, benefit and/or other advantage arising out of or in connection with the Installment Programs.
 - 11.4 The Applicant hereby authorizes the Company to release, use or exchange any information about the Applicant to all relevant parties in relation to the Installment Programs.
 - 11.5 The Company may by written notice to the Applicant alter these terms and conditions.
 - 11.6 If there is any conflict or inconsistency between the Chinese and the English version of these terms and conditions, the latter shall prevail.

大豐銀聯雙幣信用卡
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 由於免息消費分期計劃並非一般信用卡交易，卡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。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。

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 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。

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 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，則以英文版本為準。

Tai Fung CUP Dual Currency Credit Card

Terms and Conditions for Interest-free Purchase Instalment Program

1. Interest-free Purchase Instalment Program

Subject to these terms and conditions, which are supplemental to the User Agreement ("Agreement") governing the card account and shall form part of the Agreement, any person ("Applicant") being the Cardholder of the card account may apply for the Interest-free Purchase Instalment Program ("Interest-free Purchase Instalment Program") offered by BOC Credit Card (International) Limited ("Company"), unless such card account has been excluded from the Interest-free Purchase Instalment Program by the Company from time to time. In the event of inconsistency between the Agreement and these terms and conditions, these terms and conditions shall prevail to the extent of any such inconsistency. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

2. Loan Transaction and No Refund

2.1 Interest-free Purchase Instalment Program is a loan provided by the Company to the Applicant. The Company will lend to the Applicant the aggregate interest-free purchase instalment amount ("Interest-free Purchase Instalment Amount") which shall not exceed the purchase price of the goods and/or services as shown on the relevant sales slip ("Slip"), subject to a maximum amount from time to time specified by the Company by reference to the available credit limit in the Account.

2.2 The Applicant shall not be relieved from the obligation to repay all monies due by the Applicant to the Company under Interest-free Purchase Instalment Program in accordance with these Terms and Conditions and the Agreement, should there be any disputes or complaints in relation to the goods and/or services, including but not limited to the failure to deliver the goods and/or services by the merchant. In any event, all repayments made by the Applicant to the Company under Interest-free Purchase Instalment Program is non-refundable and the Applicant shall be obliged to repay the Interest-free Purchase Instalment Amount and other fees and charges in full to the Company.

2.3 The Applicant acknowledges and agrees that the sale and purchase transaction of the goods and/or services is made between the Applicant and the merchant and the Applicant shall pay for goods and/or services which will be delivered at a later date after payment. Should there be any disputes or complaints in relation to the goods and/or services, the Applicant shall handle all disputes or complaints directly with that merchant. The Company disclaim any liability whatsoever in relation to the goods and/or services sold and supplied by the merchant. Under no circumstances shall the Company be responsible to handle such dispute or complaints for the Applicant.

2.4 The chargeback provisions of card organizations shall not be applicable to the Interest-free Purchase Instalment Program which is not a normal credit card transaction.

3. Application

3.1 The Company may in its absolute discretion approve or reject any application for the Interest-free Purchase Instalment Program without giving any reason.

3.2 The Company will by written notice or on the Slip inform the Applicant that the application of any of the Interest-free Purchase Instalment Program is approved. The Company shall not be responsible for any loss or liability

which the Applicant may suffer or incur as a result of any such application being rejected.

3.3 An application, once approved, shall not be cancelled or amended by the Applicant and the Applicant shall be bound by these Terms and Conditions, the Agreement and the terms set out in the relevant written confirmation or the Slip.

4. Approval

The Applicant irrevocably authorizes the Company to pay to the merchant the Interest-free Purchase Instalment Amount in one lump sum for the purchase of the goods and/or services on behalf of the Applicant upon approval of the application.

5. Repayment

5.1 The Interest-free Purchase Instalment Amount shall be repaid by equal monthly instalments (the "Monthly Instalments" and each a "Monthly Instalment") as applied by the Applicant and approved by the Company, which shall be confirmed in the relevant written confirmation or the Slip and such amount shall be rounded up to the nearest cent.

5.2 The first Monthly Instalment shall be debited to the Account at the time when the Interest-free Purchase Instalment Program has been approved. Each subsequent Monthly Instalment shall be debited on the first working day after the subsequent Next Statement Date provided that if there is not such a day in any subsequent calendar month, the relevant Monthly Instalment shall be debited on the last day of that calendar month or if such day is not a working day for the Company or the relevant Monthly Instalment cannot be debited to the Account for reasons beyond the control of the Company, the same shall be debited to the Account in accordance with the usual practice of the Company.

6. Credit Limit

At the time when the Interest-free Purchase Instalment Program has been approved, the available credit limit in the Account shall be reduced (if not yet reduced) by the Interest-free Purchase Instalment Amount and shall be increased by the Monthly Instalment amount repaid to the Account.

7. Early repayment and refund

7.1 The Applicant may by written notice apply for early repayment of all but not the part of the outstanding Monthly Instalments. Upon approval of such application, the Company shall debit all outstanding Monthly Instalments, early repayment administration fee ("Early Repayment Administration Fee") (if any) to the Account.

7.2 If there is a refund of goods and/or services, upon receipt of the relevant refunds from the relevant merchant, the same will be credited to the Account and all outstanding Monthly Instalments and Early Repayment Administration Fee (if any) will be debited to the Account. The amount so credited to the Account shall be applied towards settlement of the debit balance therein in accordance with the relevant provisions in the Agreement. The Applicant acknowledges that the Company shall not be responsible for verifying with the relevant merchant in respect of any amount so refunded.

8. Termination of the Interest-free Purchase Instalment Program

Notwithstanding anything herein to the contrary, in the event there is any default in the Account, or the Account is terminated or suspended for whatever reason or the Company reasonably considers it necessary to protect its

interest, the Company shall be entitled to debit all of the outstanding Monthly Instalments to the Account at any time without prior notice to the Applicant.

9. Authorization

The Applicant hereby irrevocably authorizes the Company to debit all Monthly Instalments and Early Repayment Administration Fee (if any) to the Account and for this purpose, the Applicant shall reserve sufficient credit limit in the Account. The Company shall be entitled to debit any amount to the Account in excess of its then available credit limit and the Applicant shall be liable for such excess and shall pay the overlimit handling fee in accordance with the Fees Schedule where appropriate.

10. Charges and Fees

All Monthly Instalments and Early Repayment Administration Fee (if any) shall be debited to the Account as retail spending transaction made by the Applicant and accordingly the provisions in the Agreement relating to interests, finance charges and other fees applicable to retail spending transactions (where appropriate) shall apply. If the Applicant fails to make full payment of the outstanding Current Balance of the Statement on or before the Due Date, interests, finance charges and other fees (where appropriate) shall apply in accordance with the provisions in the Agreement. Interest, Early Repayment Administration Fee (if any) or other charges may be chargeable in respect of the Interest-free Purchase Instalment Program.

11. Miscellaneous

11.1 The Applicant warrants to the Company that all information provided to the Company in respect of the application of the Interest-free Purchase Instalment Program are true and accurate and undertakes to notify the Company of any change to those information and/or documents.

11.2 The Company has absolute discretion to determine any matter in connection with the Interest-free Purchase Instalment Program and any such determination shall be final and binding on the Applicant (save and except manifest error).

11.3 The Applicant hereby authorizes the Company to accept and retain for its own benefit from all relevant parties in relation to the Interest-free Purchase Instalment Program any commission, rebate, benefit and/or other advantage arising out of or in connection with the Interest-free Purchase Instalment Program.

11.4 The Applicant hereby authorizes the Company to release, use or exchange any information about the Applicant to all relevant parties in relation to the Interest-free Purchase Instalment Program.

11.5 The Company may by written notice to the Applicant alter these terms and conditions.

11.6 If there is any conflict or inconsistency between the Chinese and the English version of these terms and conditions, the latter shall prevail.

大豐銀聯雙幣信用卡收費表^(a)

(生效日期：2020年5月11日)

1. **年費**
 - 鑽石卡**
 - 主卡 每年澳門幣3,800元
 - 附屬卡 每年澳門幣1,900元
 - 白金卡**
 - 主卡 每年澳門幣1,500元
 - 附屬卡 每年澳門幣1,000元
 - 金卡**
 - 主卡 每年澳門幣550元
 - 附屬卡 每年澳門幣275元
 - 商務卡**
 - 入會費 澳門幣300元
 - 商務白金卡 每年澳門幣1,500元
2. **現金透支^(b)手續費**
 - 澳門幣賬戶 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
 - 人民幣賬戶 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
3. **最低還款額**
 - 澳門幣賬戶 總欠款金額的3% (不低於澳門幣50元)
 - 人民幣賬戶 總欠款金額的3% (不低於人民幣50元)
4. **利息^(c)**
 - 澳門幣賬戶 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)
 - 人民幣賬戶 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)
5. **逾期費用**
 - 澳門幣賬戶 最低還款額之5% (最低為澳門幣130元，最高為澳門幣200元)
 - 人民幣賬戶 最低還款額之5% (最低為人民幣130元，最高為人民幣200元)
6. **退票/拒納自動轉賬手續費**
 - 澳門幣賬戶 每次澳門幣100元
 - 人民幣賬戶 每次人民幣100元
7. **索取月結單副本費用**
 - 澳門幣賬戶 每張澳門幣30元
 - 人民幣賬戶 每張人民幣30元
8. **索取簽賬單據副本費用**
 - 澳門幣賬戶 每張澳門幣30元
 - 人民幣賬戶 每張人民幣30元
9. **終止商戶直接扣賬費**
 - 澳門幣賬戶 每筆澳門幣50元
 - 人民幣賬戶 每筆人民幣50元
10. **補發卡費用**
 - 澳門幣賬戶 每張澳門幣100元
 - 人民幣賬戶 每張人民幣100元
11. **外幣支票還款收費**
 - 澳門幣賬戶 每張澳門幣100元
 - 人民幣賬戶 每張人民幣100元
12. **賬戶結餘退款收費^(d)**
 - 澳門幣賬戶 每次澳門幣50元
 - 人民幣賬戶 每次人民幣50元
13. **資信證明書**
 - 每份澳門幣200元
14. **超越信用限額手續費^(e)**
 - 每個月結單澳門幣100元

註：

- (a) 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豐銀聯雙幣信用卡，並可不時作出修訂。
- (b) 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)將視作現金透支處理。
- (c) 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。
- (d) 如結餘款項屬退稅交易退款，收費為該退款額的2% (最低收費澳門幣/人民幣50元)。
- (e) 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。
- (f) 卡公司對所有事宜及爭議保留最終決定權。
- (g) 如本表的中、英文版本有所差異，一概以中文版本為準。



中銀信用卡(國際)有限公司
BOC CREDIT CARD (INTERNATIONAL) LTD.

Tai Fung UnionPay Dual Currency Credit Card Fees Schedule^(a)

(Effective date: May 11, 2020)

1. Annual Fee	
Diamond Card	
• Main Card	MOP3,800 per annum
• Additional Card	MOP1,900 per annum
Platinum Card	
• Main Card	MOP1,500 per annum
• Additional Card	MOP1,000 per annum
Gold Card	
• Main Card	MOP550 per annum
• Additional Card	MOP275 per annum
Commercial Card	
• Membership Fee	MOP300
• Platinum Commercial Card	MOP1,500 per annum
2. Cash Advance^(b) Handling fee	
• MOP account	Macau: 4.5% of advance amount (subject to a minimum of MOP30) plus MOP20 per transaction Outside Macau (The Mainland excluded): 4.5% of advance amount (subject to a minimum of MOP30) plus MOP20 per transaction
• CNY account	Macau: 4.5% of advance amount (subject to a minimum of CNY30) plus CNY20 per transaction The Mainland: 4.5% of advance amount (subject to a minimum of CNY30) plus CNY25 per transaction
3. Minimum Payment	
• MOP account	3% of total outstanding amount (subject to a minimum of MOP50)
• CNY account	3% of total outstanding amount (subject to a minimum of CNY50)
4. Interest Rate^(c)	
• MOP account	Retail Spending Annual Interest Rate: 28.80% Cash Advance Annual Interest Rate: 28.80% (subject to a minimum of MOP5)
• CNY account	Retail Spending Annual Interest Rate: 28.80% Cash Advance Annual Interest Rate: 28.80% (subject to a minimum of CNY5)
5. Late Charge	
• MOP account	5% of the Minimum Payment (subject to a minimum of MOP130 and a maximum of MOP200)
• CNY account	5% of the Minimum Payment (subject to a minimum of CNY130 and a maximum of CNY200)
6. Returned Cheque and Rejected Autopay Charge	
• MOP account	MOP100 per transaction
• CNY account	CNY100 per transaction
7. Statement Copy Retrieval Fee	MOP50 per copy
8. Sales Slip Retrieval Fee	
• MOP account	MOP30 per copy
• CNY account	CNY30 per copy
9. Termination of Recurring Transaction	
• MOP account	MOP50 per transaction
• CNY account	CNY50 per transaction
10. Re-issue Card Fee	MOP100 per card
11. Foreign Currency Cheque Repayment Fee	
• MOP account	MOP100 per cheque
• CNY account	CNY100 per cheque
12. Credit Balance Refund Fee^(d)	
• MOP account	MOP50 per transaction
• CNY account	CNY50 per transaction
13. Credit Reference Letter	MOP200 per copy
14. Overlimit Handling Fee^(e)	MOP100 per statement period

Remarks:

- (a) These charges apply to Tai Fung UnionPay Dual Currency Credit Card issued by BOC Credit Card (International) Limited (the "Company") in Macau region, and subject to revisions from time to time.
- (b) Any withdrawal or fund transfer of the credit balance or any part thereof from the credit card account by the cardholder, except effected by way of a refund procedure prescribed by the Company from time to time, will be treated as a cash advance.
- (c) This rate applies to all cash advance and payment or fund transfer through "JET Payment" transactions.
- (d) If the credit balance arises from a tax refund, the charge thereof will be 2% of the refunded tax (subject to a minimum of MOP/CNY50)
- (e) If the current outstanding balance exceeds the credit limit of a card account, the account will be debited with an over-limit handling fee.
- (f) All matters and disputes are subject to the final decision of the Company.
- (g) Should there be any discrepancy or inconsistency between the English and the Chinese version, the Chinese version shall prevail.

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：
 - (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) 編制及維護本公司的評分模型；
 - (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(以下簡稱「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(詳見下述第12段)；
 - (j) 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；
 - (l) 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遵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；
 - (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况下)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：
- (a) 任何代理人、承包人、或向本公司提供行政、電訊、電腦、付款或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；
 - (b) 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密有關資料的其他人士；
 - (c) 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款人的資料)；
 - (d) 任何付款到資料當事人賬戶的人士；
 - (e) 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該付款的中介人士；
 - (f) 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他銀行及金融服務提供者；
 - (g) 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；
 - (h) 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；
 - (i) 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
- (l) 與資料當事人持有聯名戶口的任何人士、可代表資料當事人作出指示的人士或為資料當事人的貸款提供(或可能提供)擔保的任何人士。

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
- (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

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

傳真：(852) 3717 4635

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

傳真：(852) 2541 5415

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

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

傳真：(852) 2522 1219

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。

二零二四年十一月

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:
 - (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 (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;
 - (l) 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);
 - (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;
 - (o) 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 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
- (l) any person whom the data subject holds a joint account with, people who can give instructions 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 classes 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 co-branding 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 of 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
- (d) 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);
 - (e) in relation to any account data (including, for the avoidance of doubt, any 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

The Data Protection Officer
Bank of China (Hong Kong) Limited
Bank of China Tower
1 Garden Road
Hong Kong
Facsimile: (852) 3717 4635

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

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

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

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

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