

YOUR SIGNATURE

I **do not wish** BOC Credit Card (International) Limited to use my personal data in direct marketing via the following channel(s) (please use “✓” to select the channel(s)):

- Email SMS
- Mail Personal Call

If you return this Form without ticking any of the above boxes, it means that you do not wish to opt-out from any form of BOC Credit Card (International) Limited (“the Company”)’s direct marketing.

- To improve and provide more comprehensive services to our customers, the Company may provide your personal data to other members of the Group* and any other persons for their use in direct marketing of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth. Please tick “✓” this box if you **do not wish** the Company to provide your personal data to the above persons for the above purposes.

* **The “Group” means the Company and its holding companies, branches, subsidiaries, representative offices and affiliates, wherever situated. Affiliates include branches, subsidiaries, representative offices and affiliates of the Company’s holding companies, wherever situated.**

The above represents your present choice regarding whether or not to receive direct marketing materials, and the Company’s intended provision of your personal data to other members of the Group* for their use in direct marketing. This replaces any choice communicated by you to the Company prior to this application. Please note that your above choice applies to the direct marketing of the classes of products, services and/or subjects as set out in the Company’s Data Policy Notice. Please also refer to the said Notice on the kinds of personal data which may be used in direct marketing and the classes of persons to which your personal data may be provided for them to use in direct marketing.

I/We declare that the above information is true and complete and hereby authorize BOC Credit Card (International) Limited (“the Company”) to contact my/our employers, financial and credit reference institutions or any other credit or information source for the verification thereof and for the collection of such information as required for the processing and evaluation of this application and, if my/our application is approved, for the operation of my/our account(s). I/We further authorize the Company to disclose any information regarding me/us and/or this application and/or my/our account(s) with the Company confidentially to (i) the Company’s employees, agents and contractors for the purpose of processing and verifying this application; (ii) third parties employed by the Company to provide services in connection with the operation of customer accounts (including credit check and debt collection service) and marketing of account services; (iii) Bank of China (Hong Kong) Limited and its subsidiaries; and (iv) any third party whose name or logo appears on the Card. **I/We agree and understand that the data held by the Company relating to me/us may be transferred to other places (including places outside Hong Kong) at any time and from time to time where the Company deems necessary. I being the applicant of the main card, acknowledge that this BOC HKICPA Platinum Card (“Co-branded Card”) is only applicable to the eligible applicant as determined and verified by Hong Kong Institute of Certified Public Accountants (“HKICPA”). I, the undersigned, hereby**

authorize the Company and HKICPA to transfer and/or disclose as between the Company and HKICPA themselves the information provided by me in this application and/or any other information regarding my account with the Company (including but not limited to my full name in English and my full identity/passport number) and/or any other information regarding my status with HKICPA (including but not limited to my updated status as well as my HKICPA membership/IA/student number) for the following purposes: (i) for the verification of my validity of the HKICPA status as well as my eligibility of this application; (ii) for embossing my HKICPA membership/IA/student number onto the Co-branded Card whenever necessary; (iii) for on-going verification on my eligibility from time to time to retain the Co-branded Card; (iv) other purposes in connection with the provision of services for the Co-branded Card by the Company and HKICPA; and/or (v) other purposes as mutually agreed between the Company and HKICPA. I hereby understand and agree that my Co-branded Card will be terminated by the Company upon my failure to be eligible as determined and verified by HKICPA. I/We hereby solemnly and sincerely declare that (i) I/We have not held any credit card that was cancelled by the issuer due to my/our default in payment; (ii) I/We do not have any overdue payment exceeding 30 days in respect of any of my/our indebtedness (including without limitation credit card, mortgage, personal loan and other financial arrangement); (iii) I/We have never been adjudged bankrupt, or made the subject of any bankruptcy or similar proceedings, or of any receiving or similar order, in Hong Kong or elsewhere; and (iv) I/We have carefully and conscientiously considered the status of my/our assets and liabilities. I/We have no intention to petition for my/our own bankruptcy or for any similar order, or propose to enter into with my/our creditors any individual voluntary arrangement or similar arrangement, in Hong Kong or elsewhere, nor do I/we see any reason why I/we should do so. **I/We have carefully read and fully understand the attached “Important Terms and Conditions of BOC Credit Card”/“Important Terms and Conditions of BOC CUP Dual Currency Credit Card”, “BOC Credit Card Key Facts Statement”, “Data Policy Notice” (or such other document(s) issued under whatever name from time to time by BOC Credit Card (International) Limited and certain of its related entities relating to their general policies on use, disclosure and transfer of personal data (as the same may be amended from time to time)) and the terms and conditions relating to Installment Programs and Monthly Credit Limit respectively and agree to be bound by them (if applicable).**

Signature of Main Card applicant
(Please do not alter)

Signature of Additional Card applicant
(Please do not alter)

X

X

Date

Date

BOC HKICPA Platinum Card

Hong Kong Institute of Certified Public Accountants and BOC Credit Card (International) Ltd proudly present to you the BOC HKICPA Platinum Card. Members, International Affiliates and registered students are eligible to apply. You can own both the VISA Card (HKD) and the CUP Dual Currency Card (HKD & RMB) or either of them. The credit card also shows your status with the Institute. No income proof is required for HKICPA members.



2x

Exciting Offer to BOC HKICPA Platinum Cardholders - Double Reward Gift Points for settlement of your HKICPA fees

You can earn double reward gift points for settling your HKICPA fees with your BOC HKICPA Platinum Card. Gift points are valid for 3 years and you can use the accumulated points to redeem mileage or cash coupon. The promotion is valid till **31 December 2013**.

Notes:

1. The offer is applicable for settlement of all fees of Hong Kong Institute of Certified Public Accountants (the "HKICPA fees") where credit card payment is accepted, such as annual subscription fees, Qualification Programme fees, seminar and course fees, purchase of publications and CPA premiums, event enrolment fees, etc.
2. Both main card and additional card holders of the BOC HKICPA Platinum Card are entitled to the offer.

Gift Point Reward Program

You can earn Gift Points³ upon spending with your card (in the ratio of RMB1 / HK\$1 spending = 1 Gift Point), including retail spending, cash advance, cash before card service, autopay or Octopus AAVS. Gift points are valid for 3 years and can be accumulated and combined with those points generated by other BOC credit cards⁴. With the accumulated gift points, you can redeem cash coupons or mileage points of Asia Miles, Air China, China Eastern Airlines and China Southern Airlines through the BOC Credit Card Superior Travel Awards.



³ The Gift Point Program is not applicable to those transactions in the merchant or service categories of "Balance Transfers", "Bank or Credit Card Service", "Credit Services", "Securities Brokers", "Inland Revenue Department", and not to those transactions in the Mainland in the categories of real estate, automobiles, airline tickets, petroleum & gasoline, wholesale, purchases at supermarkets, medical treatments at hospitals or tutorial fees. BOC Credit Card (International) Ltd (the "Company") reserves the right to change the above categories of transactions and merchants at any time without notice.

⁴ Except BOC Henderson Visa Card and BOC Singapore Airlines Visa Card.

Perpetual Annual Fee Waiver

Instant Rewards

Simply spend with your card at designated merchants to enjoy "Instant Rewards", by redeeming HK\$1 instant cash discount with every 200 Gift Points. Customers with a cardholding relationship of 21 or more years are eligible to convert Gift Points to instant cash discount at the rate of 150 Gift Points for HK\$1 instant cash discount. Moreover, Instant Rewards can also be used at over 2,800 designated merchant outlets, for a full list of these merchants, please visit www.boci.com.hk.



Banking Offers

From now until 31 December 2013, BOC HKICPA Platinum Card cardholders can enjoy **monthly service fee waiver for the first 12 months** upon successful taking up of the following services with BOCHK⁵:

- **i-Free Banking**

⁵ For details, please refer to Terms and Conditions of the above offers.

Exclusive BOC HKICPA CUP Platinum Card Privilege



Dual currency in one card for greater flexibility

BOC HKICPA Dual Currency Platinum Card consists of both Renminbi (RMB) and Hong Kong Dollar (HKD) credit card accounts. Transactions conducted in the Mainland will be settled in RMB while those transactions conducted in Hong Kong and overseas will be settled in HKD, enabling you to save currency conversion cost and enjoy greater convenience. The relevant transactions will be shown in the consolidated account statement.

Handling fee waiver for overseas spending

You can enjoy handling fee waiver for the Mainland and overseas spending for greater shopping fun.

The first cross-border online bill payment service

With BOC HKICPA Dual Currency Platinum Card, you can settle payment to designated Shenzhen merchants and services through Internet Banking. Moreover, you can set up autopay service for payments to merchants in Shenzhen, including payments of bills of electricity, gas, cable TV, broadband, telecom, mobile phone, etc. What's more, you can enjoy handling fee waiver and earn gift points on your spending. For details, please visit www.boci.com.hk.

Pre-set RMB credit limit service for greater security

You can pre-set the monthly credit limit of RMB account for both the main card and/or the additional card³.

³ Application form is available for download at www.boci.com.hk

Convenient and flexible repayment

BOC HKICPA Dual Currency Platinum Card offers interest-free repayment period of up to 56 days and a host of convenient payment methods. Moreover, you can settle payment for your HKD or RMB account separately, which means that payment for your HKD account can be settled in HKD while payment for your RMB account can be settled in HKD or RMB.


Methods of payment (in HKD)

PPS / Jet Payment / Autopay / BOCHK Internet Banking / BOCHK Mobile Banking / ATMs, Cash Deposit Machines, Cheque Deposit Machines, branches of BOCHK, Nanyang Commercial Bank or Chiyu Banking Corporation Ltd. / cheque payment by mail.

Methods of payment (in RMB)

BOCHK Internet Banking / BOCHK Mobile Banking / Autopay / ATMs or branches of BOCHK, Nanyang Commercial Bank or Chiyu Banking Corporation Ltd.



Wide acceptance across the globe by over 3.3 million merchants

With international popularity, BOC HKICPA Dual Currency Platinum Card is widely accepted by over 3.3 million merchant outlets marked with  logo in over 125 countries and territories. Hospitals, gasoline filling stations and supermarkets are also included in the merchant list of the Mainland.

"SMS Alert" service to protect your card payment

Whenever a card transaction is being processed, our smart system will evaluate the transaction and send SMS notification to your mobile phone whenever deemed necessary.

Global cash withdrawal service

With BOC CUP Dual Currency Platinum Card, you can enjoy global cash withdrawal services at more than one million ATMs marked with  logo, (including ATMs of BOCHK, Nanyang Commercial Bank or Chiyu Banking Corporation Ltd located in Hong Kong) or  logo.⁴ Moreover, you can withdraw cash in RMB or HKD at the branches of the aforesaid banks for greater convenience. (You shall perform activation in advance through appropriate channels to enjoy ATM services outside Hong Kong for travel or business trip. Please visit www.boci.com.hk for details)

⁴ Global cash withdrawal service is subject to withdrawal restrictions imposed by the local banks of respective regions. RMB cash withdrawal services in Hong Kong are only available at the ATMs marked with "RMB available at this ATM" logo.

For details on cash advance service fees, please refer to the "BOC CUP Dual Currency Credit Card Fees Schedule".

For details, please refer to the Terms and Conditions of each of the above offers.

Interest rates of BOC Credit Card for retail spending and cash advance are both 30% p.a.. The annualized percentage rates ("APR") of retail spending and cash advance are 34.49% and 36.74% respectively. The APR is calculated in accordance with the guidelines laid down in the Code of Banking Practice. If you pay less than the minimum payment on or before the relevant due date on two or more occasions over the preceding 12 consecutive monthly statements ("Triggering Event"), we will charge an overdue interest rate of 4% over the basic interest rate ("Overdue Interest Rate") applicable to the outstanding balance of your credit card account. The Overdue Interest Rate shall be applied during the period from the day following the date of the statement first issued after the occurrence of the Triggering Event until the date of the statement first issued after the cessation of the Triggering Event. All preferential interest rates applicable to your credit card account will be suspended until such time as the Overdue Interest Rate ceases to apply.

Please refer to BOC Credit Card (International) Limited Card User Circular for the Terms & Conditions.

24-hour Promotion Hotline : 2108 3288
BOC Credit Card Website : www.boci.com.hk

TERMS & CONDITIONS OF WELCOME OFFER

➤ **Perpetual Annual Fee Waiver**; and

➤ **Extra HK\$100 free spending credit***

If you successfully apply for both the VISA and the CUP Platinum Cards at the same time; and

➤ **One of the four superb welcome gifts*:**

HK\$300 Free Spending Credit



Lightweight Edition 20" Travel Trolley

- Product dimensions: 500 x 370 x 240 (mm)
- Made of light, durable PC/ABS material
- 4 wheels can swivel 360 degrees

Model no.: PC-8005

OTO e-Shiatsu

- Massage cushion caters to full back, thighs and calves
- Heat therapy: enhance blood circulation to maximize the massage effect
- Versatile cover: cater to massage strength needs
- Auto timer: 15 mins
- Power input: AC 100-240V, 50/60Hz
- Product dimensions: 430 x 315 x 125 (mm)
- Net weight: 2.5kg
- One year carry-in warranty



Model no.: ES-950

"Interest-Free Cash Installment" Loan up to HK\$80,000



- Loan amount of up to HK\$80,000 or 80% of credit limit (whichever is lower)
- No spending requirement, up to 9-month repayment period
- Extra cash for greater financial flexibility

* Applicable to both existing and new BOC credit card customers subject to terms and conditions.

* Applicable only to new BOC customers subject to terms and conditions.

Promotion Period :
from now until 31 December 2013 (The above photos are for reference only)

- The promotion period runs from now until 31 December 2013. Only applicant whose application is approved within the promotion period will be eligible for the welcome offer.
- There is no spending requirement for the BOC HKICPA Platinum Card applicant who selects "Interest-Free Cash Installment" Loan (the "Loan") as the welcome offer. The maximum Loan amount cannot exceed HK\$80,000 or 80% of the available credit limit of the relevant card accounts (whichever is lower) whereas the minimum Loan amount is set at HK\$3,000. The Loan shall be repaid by 9 equal monthly installments. BOC Credit Card (International) Limited (the "Company") has the right to make the final decision on the approved loan amount. Details of the Loan including, but not limited to, the approved amount, the loan tenor and the repayment period will be specified in a loan approval notification letter. Application for the Loan shall be subject to the "Terms and Conditions of Installment Program". Any amount debited to the account in connection with the Loan shall not be counted towards the award of "Gift Points" or the "Cash Rebate" program. If no payment or payment of less than the outstanding balance of the relevant account is received by the Company on or before the payment due date, fees and charges at a rate as set out in the Fees Schedule shall be charged. Please refer to the Card User Agreement, Terms and Conditions of Installment Program and the Fees Schedule for details.
- Successful BOC HKICPA Platinum Card applicants who select "HK\$300 Free Spending Credit" or "Lightweight Edition 20" Travel Trolley" as the welcome offer, are required to accumulate spending of HK\$2,000 or above in retail spending/cash advance/Cash Before Card/posted amount of merchant installment program ("Spending") (online Bill Payment, Octopus Automatic Add Value Service, unposted repayment of cash installment plan and such other transaction types designated by the Company from time to time are excluded) in the VISA Credit Card / CUP Dual Currency Credit Card HKD account within the first two months of card issuance in order to be eligible for the welcome offer.
- Successful BOC HKICPA Platinum Card applicants who select "OTO e-Shiatsu" as welcome offer, are required to accumulate spending of HK\$6,800 or above in retail spending/cash advance/Cash Before Card/posted amount of merchant installment program ("Spending") (online Bill Payment, Octopus Automatic Add Value Service, unposted repayment of cash installment plan and such other transaction types designated by the Company from time to time are excluded) in the VISA Credit Card / CUP Dual Currency Credit Card HKD account within the first two months of card issuance in order to be eligible for the welcome offer.
- Should the main cardholders have successfully applied for additional cards at the same time, the accumulated spending of each additional card should reach HK\$2,000 or above in retail spending/cash advance/Cash Before Card/posted amount of merchant installment program ("Spending")(online Bill Payment, Octopus Automatic Add Value Service, unposted repayment of cash installment plan and such other transaction types designated by the Company from time to time are excluded) in the VISA Credit Card / CUP Dual Currency Credit Card HKD account within the first two months of card issuance in order to enjoy "25,000 Gift Points" for main cardholders. Each main cardholder can enjoy a maximum of 225,000 Gift Points from additional cards. (Each main cardholder can apply for a maximum of 9 additional cards).
- Applicants who are existing main cardholders of BOC Credit Card and/or BOC CUP Dual Currency Credit Card (Additional

Card, Business Card, Commercial Card, Purchasing Card, Intown Virtual Card, BOC Great Wall International Credit Card, US Dollar Card, Credit Card issued in Macau, Private Label Card and BOC Express Cash Revolving Credit are all excluded), or have cancelled the above cards or were once cardholders of the above cards on or after 1 January 2013 will not be entitled to the welcome offer for main cardholders upon approval of application.

- If the addition card applicant currently holds BOC Credit Card and/or BOC CUP Dual Currency Credit Card (including main card or additional card), or has cancelled any such card or once held any such card on or after 1 January 2013, the main cardholder will not be entitled to welcome offer for the additional card upon approval of the additional card application.
- The redemption letter will be sent to main cardholders while Free Spending Credit and/or Gift Point will be credited to main cardholders' accounts within 4 to 6 weeks after all Spending requirements (if applicable) are fulfilled. The status of the relevant credit card account must be normal, valid and in good credit condition.
- Upon confirmation of the selection of the gift, it can not be altered or exchanged for cash or other gifts. If applicants have not specified their gift preference or have selected more than one gift, the Company will make the final decision on their behalf.
- All gifts are available while stocks last. The Company reserves the right to offer an alternative gift of equivalent or approximate value in case of shortage.
- If a cardholder has made multiple redemptions or the relevant transaction to fulfill the spending requirement has been cancelled for whatever reason, the Company reserves the right to debit from the cardholder's account the amount equivalent to the cost of the welcome offer of which the cost of "HK\$300 Free Spending Credit" is HK\$300; "Lightweight Edition 20" Travel Trolley" is HK\$499; "OTO e-Shiatsu" is HK\$2,280 and the handling fee up to HK\$300 without prior notice.
- If a new cardholder cancels the main credit card account within 12 months after card issuance, the Company will debit an administration fee HK\$800 which is equivalent to the annual fee of the relevant credit card against his/her credit card account without prior notice.
- Should two or more BOC Credit Cards and/or BOC CUP Dual Currency Credit Cards be successfully approved within the Promotion Period, the cardholder will be entitled to one gift only and the gift will be that for the highest tier of credit card approved (the credit card tier in descending order is Visa Infinite Card, Platinum Card, Titanium Card, Gold Card and Classic Card). If the credit cards are not applied at the same time, the gift for the credit card first approved will be offered.
- The Company accepts no liability for the quality of or any other matters relating to the gifts. The vendors are solely responsible for all the obligations and liabilities relating to the gifts.
- The Company reserves the right to change, suspend or terminate the welcome offers or amend their terms and conditions at its sole discretion without prior notice.
- In case of any dispute(s), the decision of the Company shall be final.

TERMS AND CONDITIONS OF
EXTRA HK\$100 FREE SPENDING CREDIT

1. The promotion period runs from now until 31 December 2013 and is applicable to main cardholder only.
2. Applicants who apply both HKICPA VISA and CUP Dual Currency Platinum Cards on the same day, and with both applications approved within the promotion period will be eligible for HK\$100 Free Spending Credit.
3. There is no spending requirement for the HK\$100 Free Spending Credit offer.
4. The HK\$100 Free Spending Credit will be credited to the cardholder's HKICPA CUP Dual Currency Platinum Card HKD account within 4 to 6 weeks after the approval of HKICPA CUP Dual Currency Platinum Card. The status of both credit card accounts must be normal, valid and in good credit condition.
5. Each cardholder will be entitled to one HK\$100 Free Spending Credit within the promotion period.
6. At the time when the free spending credit is being credited, the BOC HKICPA Platinum Card account must be normal, valid and in good standing. In the event of termination of a credit card account, violation of the Card User Agreement or the credit card account being in default, the free spending credit will be forfeited.
7. The free spending credit can only be used to offset the amount of subsequent retail spending, and cannot be used to offset cash advance, finance charge or any outstanding balance.
8. The Company reserves the right to change, suspend or terminate the HK\$100 Free Spending Credit offer or amend the terms and conditions at its sole discretion without prior notice.
9. All matters and disputes are subject to the final decision of the Company.

TERMS AND CONDITIONS FOR DOUBLE REWARD
GIFT POINTS FOR SETTLEMENT OF HKICPA FEE

1. The promotion period runs from 15 November 2012 to 31 December, 2013 (the 'promotion period') (both dates inclusive).
2. Transaction for settlement of all fees of Hong Kong Institute of Certified Public Accountants (the "HKICPA fees") can enjoy the offer of Double Reward Gift Points. An eligible transaction includes the payment of annual subscription fees. Qualification Programme fees, seminar and course fees, purchase of publications and CPA premiums, event enrolment fees, etc.
3. Both main cardholder and additional cardholder can entitle to Double Reward Gift Points. The offer applies only to eligible transactions within the promotion period (based on their authorization code date) and posted to an account on or before 15 January, 2014.
4. Any fraudulent, unauthorized, cancelled, refunded transactions as well as unposted transactions will result in the forfeiture of eligibility for this promotion.
5. While the basic gift points will be credited to the card account in the normal manner, the extra gift points will only be posted to the card account in the billing cycle that follows the posting of the originating transaction.
6. Cardholders will only be entitled to the gift points when their card account is valid and in good standing throughout the promotion period and at the time when the award is being made. If a cardholder account has been cancelled or is found to be in violation of the Card User Agreement, or if a cardholder relinquishes the gift points within the duration of the promotion or at the time when the gift points are being awarded, the eligibility for this promotion will be forfeited.
7. All gift points are not transferable, refundable or convertible into cash or other prizes.
8. Where a cardholder has been awarded gift points and a reversal entry occurs thereafter on any of the related transaction(s), the cardholder is required to reimburse BOC Credit Card (International) Ltd ("the Company") with the equivalent monetary value for such awarded Reward Gift Points as may be determined by the Company. The Company will, without prior notice, charge the equivalent monetary value to the cardholder account in reversal of such awarded gift points.
9. Cardholders must retain all original transaction sales slips for reference. In case of any dispute, the Company reserves the right to request a cardholder to produce the original transaction sales slip(s) and/or such further documentation or evidence for verification at any time during or after the promotion. All sales slips and/or such further documentation submitted to the Company will not be returned.
10. The Company will determine the eligibility of submitted transaction details by verifying the cardholder transaction records kept by the Company. The Company records shall be final and conclusive.
11. The Company reserves the right to change, suspend or terminate this promotion or amend the promotion terms and conditions at its sole discretion without prior notice.

TERMS AND CONDITIONS OF BANKING OFFERS

1. This offer is only applicable to BOC HKICPA Platinum Card cardholders, including BOC HKICPA Platinum Additional Card cardholders ("Eligible Customers") who (i) successfully take up *i-Free Banking* via any branch of Bank of China (Hong Kong) Limited ("the Bank") from now until 31 December 2013 (both dates inclusive); and (ii) have not held any *i-Free Banking* in 6 months preceding the account opening date.
2. Eligible Customers must present their valid BOC HKICPA Platinum Cards when taking up *i-Free Banking*.
3. Eligible Customers will automatically enjoy monthly service fee waiver for the first 12 months after successfully taking up *i-Free Banking*. Starting from the beginning of the thirteenth month after the account opening, relevant monthly service fee of *i-Free Banking* will be levied if the "Monthly Average Wealth Balance" falls below the amount designated by the Bank. The relevant fee will be subject to the service charge quoted by the Bank from time to time. For details, please contact the Bank's staff.
4. For the calculation of the "Monthly Average Wealth Balance" for *i-Free Banking*, please contact the Bank's staff.
5. This offer is not applicable to the Bank's staff.
6. The offer cannot be used in conjunction with other promotional offers which are not listed in this promotional material.
7. *i-Free Banking* services are subject to the relevant terms and conditions. For details, please contact the Bank's staff.
8. The Bank reserves the right to amend, suspend and terminate the above services and promotional offers and to amend the relevant terms and conditions at its discretion without prior notice to customers.
9. In case of any disputes, the Bank's decision shall be final.
10. Should there be any discrepancy(ies) between the Chinese and English versions of Monthly Service Fee Waiver and its Terms and Conditions, the Chinese version shall prevail.

TERMS & CONDITIONS OF 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. Interest, Fees and Charges - If full payment of the outstanding Current Balance as stated in the Statement is received by the Company on or before the Due Date, no interest shall be payable by the Applicant, otherwise interests, finance charge and other fees, if applicable, shall be charged pursuant to the Agreement. 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 and the annualized percentage rate thereof computed in accordance with the directions given by the Hong Kong Monetary Authority will be shown in the relevant promotional materials and/or the application form.
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 30 days' prior 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.

IMPORTANT TERMS & CONDITIONS OF BOC CREDIT CARD

1. Approval of this credit card application and the issue of the credit card ("Card") and/or the virtual card ("Virtual Card") to you are subject to our satisfactory verification of the data stated in your application form and the documents supplied by you in support thereof and our credit policy from time to time in force. We reserve the right to refuse your application without assigning any reason therefor.
2. A 'Virtual Card' will be issued only in the form of 'a credit card account number' and without any physical card.
3. You agree to be bound by the terms and conditions of the BOC Credit Card (International) Limited Credit Card User Agreement and/or the BOC Credit Card (International) Limited Virtual Card User Agreement (the "User Agreements"). Copies of these User Agreements are available at our principal place of business or on our web site at www.boci.com.hk.
4. Immediately upon receipt of the Card and/or being notified of the issue of the Virtual Card, you have the responsibility to sign the Card on the space provided, and if so required by us activate the Card and/or the Virtual Card according to our instructions. Your signature on the Card, or use or activation of the Card and/or the Virtual Card shall constitute conclusive evidence of your agreement to be bound by the terms and conditions of the User Agreements.
5. All applicable fees, charges and interest payable in respect of the issue and use of the Card and/or the Virtual Card are set out in the Fees Schedule referred to in the User Agreements. A copy of the Fees Schedule is available at our principal place of business or on our web site at www.boci.com.hk.
6. You will receive from us a statement of account ("Statement") on a monthly or other periodic basis showing (among other things) the current balance of your account, the minimum payment due from you to us and the payment due date, except where there is no New Transaction since the last statement. You agree to verify the transaction details of the Statement and notify us in writing of any error within 60 days from the date of the Statement. Otherwise, we shall be entitled to treat all transactions shown on the Statement as correct and conclusive.
7. You acknowledge and agree that if you shall make no payment or payment of less than the current balance on or before the due date, interest shall be charged on (i) the unpaid balance from the date of the Statement, and (ii) the amount of each new transaction (i.e. a transaction occurring at any time after the last transaction as shown in the Statement, or at any time before that last transaction which has not been debited to your account and shown in the Statement) from the date of that new transaction, and if you shall make no payment or payment of less than the minimum payment on or before the due date, then a late charge shall be charged in addition to the interest payable on the unpaid balance and the amounts of all new transactions. Where additional card(s) is/are issued, we may 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.
8. Payment made by you shall be applied towards repayment of the balance of your account in such order as we may in our absolute discretion determine from time to time. Where additional card(s) is/are issued to you, payment made by a main cardholder shall be applied towards repayment of the respective sums of moneys due from the main cardholder and from the additional cardholder(s) in such order and priority as we may in our absolute discretion determine from time to time. Although an additional cardholder is only liable for transactions effected through his/her own additional card, such additional cardholder may (at his/her option) settle the amounts due from the main cardholder and/or other additional cardholders. Any payment made by an additional cardholder in excess of the amounts then due from him/her to us 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, in such order and priority as we may from time to time determine.
9. You acknowledge that the Card and/or the Virtual Card are our properties. You agree to take all necessary measures to keep the Card and/or the Virtual Card safely under your personal control and the personal identification number ("PIN") secret and use the Card and/or the Virtual Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by us to prevent fraud.
10. It is your responsibility to report as soon as reasonably practicable to us and to the police of any loss, theft, unauthorized use of the Card, the Virtual Card and/or PIN and/or suspected unauthorized use of the Card and/or the Virtual Card or any counterfeit card.
11. Notwithstanding anything contained in the User Agreements regarding credit period granted to you by us, you shall repay all sums due to us immediately upon our demand.
12. You agree to examine your Statement carefully and report any unauthorized transactions in the Statement within 60 days from the date of the Statement.
13. Provided that you have acted in good faith and with due care (including taking all necessary precautions to safeguard the Card and/or the Virtual Card and to report loss, theft and/or unauthorized or suspected unauthorized use of the Card and/or the Virtual Card as soon as practicable) in handling the Card and/or the Virtual Card, your liability for loss, theft and/or unauthorized use of the Card and/or the Virtual Card shall not exceed the maximum from time to time prescribed by the applicable law or regulatory directive.
14. You 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 and/or the Virtual Card if you have acted fraudulently or with gross negligence, or have failed to take all necessary precautions to prevent such loss, theft and/or unauthorized use of the Card and/or the Virtual Card, or if the unauthorized use of the Card and/or the Virtual Card involves the use of your PIN with or without your knowledge and shall indemnify us against all losses, damages, liabilities and all reasonable costs and expenses incurred as a result thereof.
15. Where additional card(s) is/are issued to you, a main cardholder shall (jointly and severally with the additional cardholders) be liable to us for any and all transactions effected and/or liabilities incurred by the additional cardholders and/or through the use of the additional cards whereas an additional cardholder shall be liable only for the transactions effected and the liabilities incurred by such additional cardholder through the use of the additional card.
16. You irrevocably authorize us at any time and from time to time to combine and set off all or any of your accounts with us without prior notice.
17. You irrevocably authorize and instruct each of the Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited and Chiyu Banking Corporation Limited with which you may have account to debit and pay to us the credit balance thereof (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of your liability to us without prior notice upon our request.
18. You acknowledge that in the event of your default in repayment of any amount from time to time due to us, we are entitled to appoint debt collection agencies and/or institute legal proceedings at any time without prior notice against you to enforce repayment. You agree to indemnify us against all costs and expenses reasonably incurred in connection with the appointment of debt collection agencies provided that the total collection costs recoverable against you shall in normal circumstances not exceed 30% of the aggregate outstanding balance of your account, and against all legal costs and expenses reasonably incurred by us in enforcing payment via legal process.
19. We may (in our discretion) from time to time change any of the terms and conditions of the User Agreements and/or the Fees Schedule provided that we shall give you not less than 60 days' notice before any change of the terms and conditions affecting fees and charges (where the notice of overdue interest rate shall be given with at least one statement cycle) and your liabilities or obligations takes effect, unless such changes are beyond our control. You may terminate the Card in accordance with the User Agreements if you do not accept our proposed change.
20. Where the Card is used through ATM, point of sale terminals or other devices, the use of any services (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) through such shall be subject to the 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.
21. We may at any time without notice and without giving any reason suspend, cancel or terminate the Card and/or the Virtual Card and/or any services thereby offered and/or disapprove any transaction proposed to be effected by the Card and/or the Virtual Card. Upon cancellation or termination, you must unconditionally and immediately cease using the Card and/or the Virtual Card for any purpose.
22. If there is any inconsistency or conflict between the English and the Chinese versions of these terms and conditions, the English version shall prevail. In the event of any inconsistency between the terms and conditions stated herein and the User Agreements, the User Agreements shall prevail.

Last update: 1 March 2013

IMPORTANT TERMS AND CONDITIONS OF
BOC CUP DUAL CURRENCY CARD

The important terms and conditions of the BOC Credit Card (International) Limited Dual Currency Card User Agreement ("User Agreement") are summarized below for your reference and you should read the User Agreement (available at our principal place of business or on our website at www.boci.com.hk) which shall be binding on you. Unless otherwise specified, capitalized terms listed in this document shall have the same meaning as those defined in the User Agreement.

1. Approval of this dual currency card application and the issue of the dual currency card ("Card") to you are subject to our satisfactory verification of the data stated in your application form and the documents supplied by you in support thereof and our credit policy from time to time in force. We reserve the right to refuse your application without assigning any reason therefore. When a Card is issued, we will set up and maintain the Account in respect of the Card to which the Charges will be debited and/or credited.
2. Immediately upon receipt of the Card, you have the responsibility to sign the Card on the space provided, and if so required by us activate the Card according to our instructions. Your signature on the Card, or use or activation of the Card shall constitute conclusive evidence of your agreement to be bound by the terms and conditions of the User Agreement.
3. Use of the Card is restricted exclusively for bona fide purchase of goods and/or services and/or cash advances only and you shall not use the Card for any other purpose, in particular for any illegal purpose including without limitation payment for any illegal transaction. You shall also observe all laws and regulations from time to time in operation in Mainland China in relation to any transaction conducted with the Card in Mainland China.
4. You shall not transfer the Card to any person or allow any person to use the Card or pledge the Card as security for whatever purpose.
5. The Card is denominated in both HKD and CNY and is valid for your use in Mainland China, Hong Kong and such other places from time to time designated by us 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.
6. Currencies settled in respect of all Charges incurred in all card transactions effected by the use of the Card in HKD will be posted to the HKD Account. [Currencies settled in respect of all] Charges incurred in all card transactions effected by the use of the Card in currencies other than HKD or CNY shall be posted into the HKD Account after conversion into HKD 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 us as set out in the Fees Schedule.
7. Subject to Clause 8, Charges incurred in all card transactions effected by the use of the Card in CNY will be posted to the CNY Account.
8. Charges incurred in certain card transactions effected by the use of the Card in CNY may be posted to the HKD Account due to the settlement arrangement if the card transactions are processed by the merchant establishments or financial institutions in HKD, including but not limited to Charges incurred through cash advances in CNY effected at the JETCO ATM.
9. All applicable fees, charges and interest payable in respect of the issue and use of the Card are set out in the Fees Schedule referred to in the User Agreement. A copy of the Fees Schedule is available at our principal place of business or on our web site at www.boci.com.hk.
10. You shall strictly observe the credit limit, the cash advance limit and the daily cash advance limit imposed by us from time to time and shall not use the Card in excess of such limits. Breach of the foregoing shall not in any way reduce or discharge your liability for payment of any sums arising as a result of such breach. You shall forthwith upon demand pay to us any amount in excess of such limits.
11. You will receive from us a statement of account ("Statement") (for both HKD Account and CNY Account) on a monthly or other periodic basis showing (among other things) the current balance of your account, the minimum payment due from you to us and the payment due date, except where there is no New Transaction since the last statement. You agree to verify the transaction details of the Statement carefully and notify us in writing of any error or unauthorized transaction within 60 days from the date of the Statement. Otherwise, we shall be entitled to treat all transactions shown on the Statement as correct and conclusive.
12. You should settle outstanding balance in HKD Account and CNY Account separately. All payment made to us pursuant to the User Agreement to settle the HKD Account shall be made in HKD subject to our discretion to accept payment in other currencies. If any payment is made in currencies other than HKD, such payment shall be credited into the HKD Account after conversion into HKD at a rate of exchange determined by us in which case we shall be entitled to charge a conversion fee as set out in the Fees Schedule. Any excess payment in settlement of HKD Account shall not be used to settle outstanding payments in CNY Account.
13. All payment made to us pursuant to the User Agreement to settle the CNY Account shall be made in CNY or HKD subject to our discretion to accept payment in other currencies. If any payment is made in currencies other than CNY, such payment shall be credited into the CNY Account after conversion into CNY at a rate of exchange determined by us in which case we shall be entitled to charge a conversion fee as set out in the Fees Schedule. Any excess payment in settlement of CNY Account shall not be used to settle outstanding payments in HKD Account.
14. You acknowledge and agree that if you shall make no payment or payment of less than the current balance on or before the due date, interest shall be charged on (i) the unpaid balance from the date of the Statement, and (ii) the amount of each new transaction (i.e. a transaction occurring at any time after the last transaction as shown in the Statement, or at any time before that last transaction which has not been debited to your account and shown in the Statement) from the date of that new transaction, and if you shall make no payment or payment of less than the minimum payment on or before the due date, then a late charge shall be charged in addition to the interest payable on the unpaid balance and the amounts of all new transactions. Where additional card(s) is/are issued, we may 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.
15. Payment made by you shall be applied towards repayment of the balance of your account in such order as we may in our absolute discretion determine from time to time. Where additional card(s) is/are issued to you, payment made by a main cardholder shall be applied towards repayment of the respective sums of moneys due from the main cardholder and from the additional cardholder(s) in such order and priority as we may in our absolute discretion determine from time to time. Although an additional cardholder is only liable for transactions effected through his/her own additional card, such additional cardholder may (at his/her option) settle the amounts due from the main cardholder and/or other additional cardholders. Any payment made by an additional cardholder in excess of the amounts then due from him/her to us 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, in such order and priority as we may from time to time determine.
16. You acknowledge that the Card is our property. You agree to take all necessary measures to keep the Card safely under your personal control and the personal identification number ("PIN") secret and use the Card in accordance with the procedures, instructions and/or security guidelines from time to time issued by us to prevent fraud.
17. It is your responsibility to report as soon as reasonably practicable to us and to the police of any loss, theft, unauthorized use of the Card and/or PIN and/or suspected unauthorized use of the Card or any counterfeit card.
18. Notwithstanding anything contained in the User Agreement regarding credit period granted to you by us, you shall repay all sums due to us immediately upon our demand.
19. Provided that you have acted in good faith and with due care (including taking all necessary precautions to safeguard the Card and to report loss, theft and/or unauthorized or suspected unauthorized use of the Card as soon as practicable) in handling the Card, your liability for loss, theft and/or unauthorized use of the Card (other than cash advances effected by the use of the PIN) shall not exceed the maximum amount as notified by the Company to the Cardholders from time to time (subject to applicable laws and regulations).
20. You 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/PIN if you have acted fraudulently or with gross negligence, or have failed to take all necessary precautions to prevent such loss, theft and/or unauthorized use of the Card/PIN or if you fail to report such loss, theft and/or unauthorized use of the Card/PIN to us as soon as reasonably

practicable (in which case you shall be liable for all such loss and damage before we receive your report of such loss theft and/or unauthorized use of the Card/PIN) or if the unauthorized use of the Card involves the use of your PIN with or without your knowledge and shall indemnify us against all losses, damages, liabilities and all reasonable costs and expenses incurred as a result thereof.

21. Where additional card(s) is/are issued to you, a main cardholder shall (jointly and severally with the additional cardholders) be liable to us for any and all transactions effected and/or liabilities incurred by the additional cardholders and/or through the use of the additional cards whereas an additional cardholder shall be liable only for the transactions effected and the liabilities incurred by such additional cardholder through the use of the additional card.
22. You irrevocably authorize us at any time and from time to time to combine and set off all or any of your accounts with us without prior notice.
23. You irrevocably authorize and instruct each of the Bank of China (Hong Kong) Limited, Nanyang Commercial Bank Limited and Chiyu Banking Corporation Limited with which you may have account to debit and pay to us the credit balance thereof (whether held singly or jointly with other, and whether or not such amount is matured or due and payable) for the satisfaction of your liability to us without prior notice upon our request.
24. You acknowledge that in the event of your default in repayment of any amount from time to time due to us, we are entitled to appoint debt collection agencies and/or institute legal proceedings at any time without prior notice against you to enforce repayment. You agree to indemnify us against all costs and expenses reasonably incurred in connection with the appointment of debt collection agencies provided that the total collection costs recoverable against you shall in normal circumstances not exceed 30% of the aggregate outstanding balance of your account, and against all legal costs and expenses reasonably incurred by us in enforcing payment via legal process.
25. We may (in our discretion) from time to time (i) change any of the terms and conditions of the User Agreements and/or the Fees Schedule; (ii) change any amounts percentage, penalty rates or other fees and charges contained in the Fee Schedule; and (iii) impose any new fees and charges in respect of any current or new services, and you shall be bound by the above if you continue to use the Card after the relevant effective date provided that if any of the above will affect fees and charges or otherwise your liabilities or obligations and is not necessitated by any circumstances beyond our control, we shall give you not less than 60 days' notice (where the notice of overdue interest rate shall be given with at least one statement cycle). You may terminate the Card in accordance with the User Agreement if you do not accept our proposed change.
26. Where the Card is used through ATM, point of sale terminals or other devices, the use of any services (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) through such shall be subject to the 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.

27. You may at any time terminate the Card by giving not less than 14 days' prior written notice to us provided that you shall remain liable for the outstanding balance of the Account together with all transactions effected through the use of the Card and any fees and charges which have not yet been posted to the Account notwithstanding such termination until all sums due under the Account (whether or not posted to the Account) are paid in full.
28. We may at any time without notice and without giving any reason suspend, cancel or terminate the Card and/or any services thereby offered and/or disapprove any transaction proposed to be effected by the Card. Upon cancellation or termination, you must unconditionally and immediately cease using of the Card for any purpose.
29. If there is any inconsistency or conflict between the English and the Chinese versions of these terms and conditions, the English version shall prevail. In the event of any inconsistency between the terms and conditions stated herein and the User Agreement, the User Agreement shall prevail.

Last update: 1 March 2013

1. This Notice sets out the data policies of BOC Hong Kong (Holdings) Limited and its subsidiaries, including Bank of China (Hong Kong) Limited, Nanyang Commercial Bank, Limited, Chiyu Banking Corporation Limited, BOC Credit Card (International) Limited, BOC Group Life Assurance Company Limited, Po Sang Futures Limited, BOCHK Asset Management Limited (each a “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/users of financial, insurance, credit card, securities, commodities, investment, banking and related services and products and facilities and so forth provided by a Company and their authorized signatories;
 - (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”).
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 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 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.
7. The purposes for which the data relating to the data subjects may be used will vary depending on the nature of the data subjects’ relationship with the Company, they may include the following:
 - (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, renewals and cancellations;
 - (b) enabling the Company to ensure the daily operation of the services and credit facilities provided 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 financial institutions to conduct credit checks and collect debts;
 - (g) ensuring ongoing credit worthiness of data subjects;
 - (h) researching 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 10 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;
 - (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;

- (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 the Company may provide and disclose (as defined in the Ordinance) 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) credit reference agencies, and, in the event of default, to debt collection agencies;
- (g) any financial institution, charge or credit card issuing companies, insurance company, securities and investment company with which the data subjects have or propose to have dealings;
- (h) 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;
- (i) 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
- (j) (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.

The Company may from time to time transfer the data relating to the data subjects to a place outside Hong Kong Special Administrative Region for the purposes set out in paragraph 7 above.

9. 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 a credit reference agency:

- (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.

The credit reference agency 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 in Hong Kong Special Administrative Region, 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 database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

10. 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. The specific requirement regarding data subject's consent (which includes an indication of no objection) under Part VIA of the Personal Data (Privacy) Ordinance 2012 shall take effect on a day to be appointed by the Secretary for Constitutional and Mainland Affairs by notice published in the Gazette, tentatively on 1st April 2013. 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;
- (d) in addition to marketing the above services, products and subjects itself, the Company also intends to provide the data described in paragraph 10(a) above to all or any of the persons described in paragraph 10(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 data for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Company.

11. Under and in accordance with the terms of the Ordinance 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 and of access to such data;
 - (b) to require the Company to correct any data relating to him 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 an access and correction request to the relevant credit reference agency or debt collection agency; and
 - (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 a 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)).

12. 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 11(e) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
13. 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 11(e) above) may be retained by the credit reference agency, 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, whichever is earlier.
14. In accordance with the terms of the Ordinance, the Company has the right to charge a reasonable fee for the processing of any data access request.
15. 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 is 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) 2899 2613

Nanyang Commercial Bank, Limited
The Data Protection Officer
Nanyang Commercial Bank, Ltd.
151 Des Voeux Road Central
Hong Kong
Facsimile: (852) 2815 3333

Chiyu Banking Corporation Limited
The Data Protection Officer
Chiyu Banking Corporation Limited
78 Des Voeux Road Central
Hong Kong
Facsimile: (852) 2810 4207

BOC Credit Card (International) Limited
The Data Protection Officer
BOC Credit Card (International) Limited
20/F., BOC Credit Card Centre
68 Connaught Road West
Hong Kong
Facsimile: (852) 2541 5415

BOC Group Life Assurance Company Limited
The Data Protection Officer
BOC Group Life Assurance Company Limited
13-21/F, BOC Group Life Assurance Tower
136 Des Voeux Road Central
Hong Kong
Facsimile: (852) 2860 0670

Po Sang Futures Limited
The Data Protection Officer
Po Sang Futures Limited
1/F, Wing On House
71 Des Voeux Road Central
Hong Kong
Facsimile: (852) 2854 1955

BOCHK Asset Management Limited
The Data Protection Officer
BOCHK Asset Management Limited
32/F, Bank of China Tower
1 Garden Road
Hong Kong
Facsimile: (852) 2532 8216

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

BOC Credit Card Key Facts Statement

(Effective Date: 17 December 2012)

Interest Rates and Interest Charges

Annualised Percentage Rate (APR) for Retail Spending / Cash Advance

Maximum **34.49%*** for retail spending / **36.74%*** for cash advance when you open your account and it will be reviewed from time to time.

No interest will be payable if the outstanding balance is paid in full on or before the due date. If no payment or payment of less than the outstanding balance is made on or before the due date, interest will be charged on a daily basis at the then prevailing interest rate (that is to say, an interest-free period of 26 days from the date of the statement will not be available). Interest will be charged on (1) the unpaid balance from the date of the statement until payment is made in full thereof and (2) the amount of each new transaction (i.e. a transaction occurring at any time after the last transaction as shown in the statement, or at any time before that last transaction which has not been debited to the cardholder's account and shown in the statement) from the date of that new transaction until payment is made in full thereof (a minimum charge of **HK\$5 / CNY5** (where applicable for HKD or CNY account respectively) is imposed). Such charge will be recorded in the next statement.

Overdue APR for Retail Spending / Cash Advance

If you have not made any payment or you have made a payment of less than the minimum payment on or before the relevant due date on two or more occasions in respect of 12 consecutive statements ("Triggering Event"), we will charge overdue interest rate ("Overdue Interest Rate") at an additional rate of **4%** over the basic interest rate applicable to the outstanding balance in your credit card account (bringing the annualized percentage rate (APR) to a maximum of **36.22%*** (for retail spending) and **38.62%*** (for cash advance)). If a Triggering Event occurs, we will charge the Overdue Interest Rate during the period from the day following the statement date of the statement first issued after the occurrence of the Triggering Event until the statement date of the statement first issued after cessation of the Triggering Event. All preferential interest rate applicable to the account will be suspended until such time as the Overdue Interest Rate ceases to apply.

Interest Free Period	Up to 56 days	
Minimum Payment	HK\$50 / CNY50 (where applicable for HKD or CNY account respectively) or the summation of item (i) to (iv) (whichever is higher). (i) total outstanding billed interest, fees and charges; (ii) any overdue minimum payment amount from previous monthly statement (where applicable); (iii) total of over-limit amount (where applicable) (excluding items (i) and (ii) above); and (iv) 1% of the remaining principal balance (excluding items from (i) to (iii) above).	
Major Fees		
Annual Fee	Main Card (per annum)	Additional Card (per annum)
Visa Infinite Card	HK\$1,600	HK\$800
Platinum Card [^]	HK\$800	HK\$600
Gold / Titanium Card	HK\$550	HK\$275
Classic Card	HK\$220	HK\$110
Private Label Card	HK\$220	HK\$110
Commercial Card		
Platinum Card	HK\$980	N.A.
Gold Card	HK\$480	N.A.
Classic Card	HK\$220	N.A.
Membership Fee (one-off)	HK\$300	N.A.
Cash Advance Handling Fee	Hong Kong Dollar Credit Card	
	<u>Hong Kong:</u> • 3.5% plus HK\$20 (HK\$25) through PLUS / CIRRUS ATM per transaction <u>Outside Hong Kong:</u> • 4% plus HK\$20 (HK\$25) through PLUS / CIRRUS ATM per transaction	
	CUP Dual Currency Credit Card	
	<u>HKD Account:</u> • 3.5% (4% through CUP ATM) plus HK\$20 per transaction <u>CNY Account:</u> • 3.5% plus CNY20 per transaction made in Hong Kong • 4% plus CNY25 per transaction made in Mainland China	
	Remark: Subject to a minimum of HK\$100 / CNY100 (where applicable for HKD or CNY account respectively)	

Fees relating to Foreign Currency Transactions (Applicable to Hong Kong Dollar Credit Card only)	1.95%[#] of every transaction effected in a currency other than Hong Kong Dollars.
Late Charge	5% of the minimum payment amount (subject to a minimum of HK\$180 / CNY180 and a maximum of HK\$300 / CNY300) (where applicable for HKD or CNY account respectively).
Overlimit Handling Fee	HK\$180 per statement period
Returned Cheque & Rejected Autopay Charge	HK\$100 / CNY100 per transaction (where applicable for HKD or CNY account respectively).

Please visit the website of BOC Credit Card (International) Ltd. at www.boci.com.hk for full version of relevant Credit Card Fees Schedule and User Circular.

Remarks:

- * 1 The APR is calculated in accordance with the guidelines laid down in the Code of Banking Practice.
- # 2 The handling fees include the reimbursement charge levied by VISA/MasterCard on BOC Credit Card (International) Ltd. at the rate of **1%**. MasterCard transactions in Hong Kong Dollars incurred outside of Hong Kong will be imposed a reimbursement charge of **0.95%** (inclusive of the reimbursement charge levied by MasterCard at the rate of **0.8%**).
- [^] 3 Annual fee of BOC HKUST Platinum Card is **HK\$600** for main card and **HK\$300** for additional card.
- 4 BOC Credit Card (International) Ltd. reserves the right to vary the fees and charges from time to time by notice to customers. The fees and charges for other card products and/or services may be separately published.
- 5 The English version of this notice shall prevail whenever there is any discrepancy between the English and the Chinese versions.