

# BOC CARDMEMBER AGREEMENT (PERSONAL CARD)

## 1. Definitions and Interpretations

1.1. In this Agreement unless the context otherwise requires:

“**Agreement**” means the agreement between the Bank and the Cardmember under the terms and conditions contained herein as supplemented, modified or varied from time to time, at the Bank’s absolute discretion;

“**Alert**” means the services provided or to be provided by the Bank to the Cardmember under Clause 6(i) and, unless stated otherwise, shall include OTP Alert;

“**ATM**” means any automated teller machine or any card-operated machines which accept the Card;

“**Bank**” or “**BOC**” means Bank of China Limited, Singapore Branch and its successors and assigns;

“**BOC Branches**” means all Bank of China Limited branches, wherever situate which offers banking facilities and services for GWC;

“**Card**” means any credit card(s) issued by the Bank under this Agreement, and shall include, as the context may require, GWC, any Supplementary Card, and any replacement or renewal thereto;

“**Card Account**” means the account maintained with the Bank in respect of the Card;

“**Cardmember**” means the person named on the Card and shall include the Principal Cardmember and the Supplementary Cardmember;

“**Card Transaction**” means any charges, payment or cash advances made and/or other benefits obtained by the use of the Card, PIN and/or OTP in any manner whatsoever.

“**Credit Limit**” means the maximum credit limit allowed by the Bank to the Principal Cardmember as determined by the Bank from time to time at its absolute discretion and notified to the Principal Cardmember;

“**CUP**” means China Unionpay Co., Ltd. (or by such other name as it may be called from time to time) which is incorporated in the People’s Republic of China;

“**CUP ATM**” means any ATM bearing the CUP logo;

“**GWC**” means the BOC Renminbi Great Wall Card;

“**Minimum Payment Sum**” means the minimum payment due specified in the Statement of Accounts that should be paid by the Cardmember by the Payment Due Date.

“**OTP Alert**” has the meaning ascribed to it under Clause 6(ii);

“**Payment Due Date**” means the date specified on the Statement of Accounts by which date the entire outstanding amount should be paid by the Cardmember and received by the Bank without incurring a late payment charge;

“**PIN**” means the personal identification number assigned by the Bank to the Cardmember which the Cardmember may change subsequently;

“**Principal Cardmember**” means the person for whose use a Card other than a Supplementary Card is issued by the Bank;

“**Statement of Accounts**” means a statement of accounts issued by the Bank in respect of the Card Account reflecting, amongst such other relevant information, the Credit Limit, Card Transactions, current outstanding balance, Minimum Payment Sum and Payment Due Date for a specific period;

“**Supplementary Card**” means a Card issued by the Bank under Clause 3 to the Supplementary Cardmember; and

“**Supplementary Cardmember**” means the person who is issued a Supplementary Card.

1.2 Words referring to the singular number shall include the plural number and vice versa. Words referring to the masculine gender also refer to the feminine and neuter genders. Reference to a person includes reference to individual, sole proprietor, partnership firm, company, corporation or other entity. Reference to a Clause is to a clause of this Agreement. The heading to the Clauses are for reference only and shall not be taken into consideration in the interpretation or construction of this Agreement.

1.3 Part A herein set out the general terms and conditions governing the each of the Card, the Card Account and related service and Part B herein supplements Part A dealing with GWC and related service. In the event of any conflict or inconsistency with respect to GWC, the terms of Part B shall prevail.

## **PART A – GENERAL TERMS AND CONDITIONS**

### **2. Use of the Card and/or PIN**

2.1 The Cardmember agrees:

- (i) that once the Cardmember's application for a Card is approved, the Bank may send the Cardmember a Card (or be collected personally at the Cardmember's option) and a PIN separately by ordinary post at the Cardmember's sole risk. The Bank is not liable to the Cardmember for any loss or damage which the Cardmember may suffer if the Cardmember fails to receive it;
- (ii) to sign on the Card immediately upon receipt of the Card and before the Cardmember uses it. By receiving, signing on or using the Card, the Cardmember agrees to have accepted and be bound by the terms and conditions of this Agreement;
- (iii) to only use the Card within the validity dates as shown on its face;
- (iv) that the Card and PIN be used solely by the Cardmember;
- (v) that the Card shall remain at all times the property of the Bank. The Cardmember must return the Card to the Bank immediately upon its request at anytime at its absolute discretion;
- (vi) that the Bank reserves the right not to issue, renew or replace any Card to the Cardmember without assigning any reason whatsoever;
- (vii) not to return for a cash refund any goods and/or services obtained through the use of the Card;
- (viii) to safeguard the Card and PIN at all times and to take every precaution to prevent the loss, theft or misuse of the Card or disclosure of the PIN;
- (ix) to produce if required the relevant means of identification (example, identification card, passport, etc.) when using the Card or any other information or documents as the Bank may require from time to time at the Bank's absolute discretion;
- (x) not to use the Card and PIN for any unlawful purpose;
- (xi) to destroy the original print copy of the PIN, not to disclose the PIN to any other person, not to write down the PIN on the Card and to change the PIN from time to time for security reason. For the avoidance of doubt, the Bank is entitled at its absolute discretion to change or terminate the Cardmember's use of the PIN at any time without giving any reason and without giving the Cardmember prior notice.

2.2 Notwithstanding anything in this Agreement, all Card Transactions shall be subject to the Bank's consent and acceptance and the Bank may at its absolute discretion withhold its consent and acceptance without assigning any reason thereto.

### **3. Supplementary Card**

- (i) At the request of the Principal Cardmember, the Bank may at its absolute discretion issue a Supplementary Card to any person nominated by the Principal Cardmember.
- (ii) The Supplementary Cardmember shall be bound by the same terms and conditions contained in this Agreement.
- (iii) The Supplementary Cardmember is liable only for such part of the outstanding balance in connection with his/her Supplementary Card. The Principal Cardmember is ultimately liable for all the outstanding balance incurred in connection with the Principal Cardmember's Card and is jointly and severally liable with each Supplementary Cardmember for the outstanding balance incurred in connection with all Supplementary Card even if the Credit Limit has been exceeded.
- (iv) All Supplementary Cards issued shall be cut in halves and returned to the Bank upon termination of this Agreement.
- (v) Save as otherwise expressly stated herein, the liability of the Principal Cardmember and Supplementary Cardmember to the Bank in respect of any Card issued is on full indemnity basis and this indemnity exists notwithstanding any legal limitation, disability or incapacity of the Principal Cardmember and/or any Supplementary Cardmember.

#### 4. Charges not to Exceed Credit Limit

- (i) The total charges incurred under the Card Account by the Principal Cardmember and the Supplementary Cardmember must not exceed the Credit Limit. If the Principal Cardmember has more than one Card Account, the Credit Limit is a combined Credit Limit for all the Card Accounts and the aggregate outstanding amount on the Card Accounts must not exceed the Credit Limit. The Bank may, where necessary, review the Credit Limit without notice. For the avoidance of doubt, where the Cardmember enjoys a Flexi-Balance Program approved by the Bank, the Credit Limit set for the Card Account will be reduced by such portion of all the unpaid instalments under the Flexi-Balance Program although the same may not be posted to the Card Account.
- (ii) Without prejudice to the Bank's rights and remedies, the Cardmember shall be liable to make immediate payment of the amount in excess of the Credit Limit if the total charges incurred under the Card Account exceed the Credit Limit or upon the expiry of any temporary Credit Limit extension if such extension has been granted (as the case may be).

#### 5. Use of the Card in Countries other than Singapore

When the Cardmember uses the Card in countries other than Singapore, the Card Transactions may be charged in the official currency of such country where the Card is used or any currency other than Singapore Dollar and converted into Singapore Dollars at such exchange rate at such time as may be determined by VISA/MasterCard/CUP respectively from within a range of wholesale market rates or the government-mandated rate in effect on the conversion day. Visa Cards transactions effected in countries other than Singapore will be subject to a reimbursement charge representing the charge imposed by Visa on the Bank, MasterCard Cards transactions effected in countries other than Singapore will be subject to a charge imposed by MasterCard directly on Cardmembers and CUP Cards transactions effected in countries other than Singapore may be subject to a reimbursement charge representing the charge imposed by CUP on the Bank or directly on the Cardmembers respectively. Such transactions will also be subject to bank charges as the Bank may determine at its absolute discretion from time to time. The applicable exchange rate may differ from the exchange rate on the transaction date due to market fluctuation.

#### 6. BOC Alert Service

- (i) Alert notifications may be sent via short message service ("**SMS**") to the Principal Cardmember:-
  - (a) when a new/replacement/renewal Card is first used;
  - (b) when any transaction made using the Card exceeds the threshold amount pre-determined by the Bank or the Cardmember;
  - (c) if the Bank detects any suspicious or irregular transactions; and
  - (d) such other matters as the Bank deems fit at its absolute discretion.
- (ii) Each Cardmember acknowledges that when making online purchases for any goods and/or services with the Card at certain merchants' or third parties' websites, he/she will be required to key in a one time password ("**OTP**") before the transaction can be completed. The Cardmember agrees, authorises and consents the Bank sending such OTP alerts (the "**OTP Alerts**") by SMS.
- (iii) Each Cardmember acknowledges and agrees that unless otherwise approved by the Bank, he/she is not allowed to:-
  - (a) opt out from any of the Alert service;
  - (b) opt out from receiving any Alert service;
  - (c) request to amend the pre-defined criteria set by the Bank in relation to the Card Account.
- (iv) The Cardmember shall ensure that his/her mobile phone number(s) (which, unless otherwise agreed by the Bank, must be Singapore registered number(s) only) and such other devices (the "**Other Devices**") used to receive the Alerts are able to receive the Alerts both in Singapore and overseas. The Cardmember shall be responsible for any fee imposed by his/her respective mobile phone service provider or, as the case may be, the service provider of the Other Devices.
- (v) The Alert service is subject to the terms and conditions of the Cardmember's agreement with his/her mobile phone service provider or, as the case may be, the service provider of the Other Devices.
- (vi) The Cardmember acknowledges and agrees that each Alert sent to him/her is not encrypted and may include details pertaining to the Card Transaction.

- (vii) The Cardmember shall be responsible for the security of his/her mobile phone and/or the Other Devices. The Cardmember shall not allow any unauthorised access or any person access to the OTP and shall at all times keep the OTP secret and must not disclose it any person or write it down or record it in a manner that could result in its disclosure or misuse. The Bank shall not be liable in any way to the Cardmember and any party should any Alert be viewed or accessed by persons other than the respective Cardmember.
- (viii) The Cardmember acknowledges and agrees that the sending of any Alert by the Bank or its receipt by the Cardmember may be delayed or prevented by factor(s) outside the Bank's control.
- (ix) The Bank shall not be liable for any losses, damage, expenses, fees costs (including legal costs on a full indemnity basis), that may arise, directly or indirectly, in whole or in part, from
  - (a) the non-delivery, or the misdirected delivery of an Alert;
  - (b) the non-receipt of an Alert;
  - (c) inaccurate or incomplete content in an Alert;
  - (d) reliance on or use of the information provided in an Alert for any purpose; or
  - (e) any third party, whether authorized or not, obtaining Cardmember account information contained in the Alert by accessing the Cardmember's mobile phone or, as the case may be, the Other Device.
- (x) An Alert does not constitute a record for the Card Account or Card Transaction to which it pertains. The Bank does not assume any additional responsibility or obligation under this Agreement in respect of the use of, or any transaction or eventuality involving, the Card Account. The Alert service does not free the Cardmember from the responsibility of safeguarding the physical security and authorized use of his/her Card or Card Account, and it does not entail that the Bank will automatically be liable for any unauthorized transaction that may be charged to the Card Account.
- (xi) The use of the Alert service does not automatically entitle the Cardmember to disclaim his/her obligations to any the lost/stolen Card liability. The Cardmember is still required to comply with the lost or stolen Card liability terms in accordance with the terms of this Agreement.
- (xii) The Bank shall cease to provide the Alert service:
  - (a) if the terms of this Agreement are not complied with by the Cardmember;
  - (b) if the Card Account is closed;
  - (c) upon the death or contractual incapacity of the Cardmember;
  - (d) in the event of improper operation of the Card Account by the Cardmember; or
  - (e) at its absolute discretion.
- (xiii) The Bank reserves the right to terminate the Alert service or begin charging a fee for such a service by giving 30 days' prior notice to the Cardmember.

## **7. Cash Advance and other Services**

- (i) Cash advances up to such a limit as may be determined by the Bank from time to time may be obtained from such banks and ATM in Singapore or elsewhere which accept the Card. A finance charge at such rate as the Bank may determine will be charged from the date of transaction until full payment is received and credited to the Card Account.
- (ii) The use of the Card and PIN shall be subject to this Agreement and all compliance with such requirements, limitations and procedures as may be imposed by Visa, MasterCard or CUP from time to time. The services, functions and facilities available through the use of the Card and PIN shall be determined, supplemented, varied suspended or terminated by the Bank from time to time.
- (iii) All transactions made through the Bank's own ATMs shall also be subject to the BOC ATM Card Terms and Conditions, as supplemented or amended from time to time at the Bank's absolute discretion.
- (iv) The Bank may at its absolute discretion provide additional services, benefits or programmes in connection with the use of the Card and such additional services, benefits or programmes may subject to its own terms and conditions. The Bank may withdraw or change such additional services, benefits or programmes without notice.

## 8. Statement of Accounts

- (i) Statement of Accounts will be rendered to the Principal Cardmember on a monthly or other periodic basis as the Bank deems fit. Notwithstanding the foregoing, the failure of the Bank to provide a Statement of Accounts for whatever reason shall not of itself be deemed to be a representation or warranty that no transactions have been made during the specific period or that no sums are due and the Cardmember's liability for interest shall continue to run and the Bank shall have absolute discretion in deciding the calculation of interest and the date on which payment is due.
- (ii) The Cardmember undertakes to verify the correctness of each Statement of Accounts and to inform the Bank within ten (10) days from the date of the Statement of Accounts of any irregularities, discrepancies or error in the Statement of Accounts, failing which the Statement of Accounts shall be conclusive evidence against the Cardmember. The Bank shall be entitled at any time without liability to rectify any irregularities, discrepancies or error in the Statement of Accounts.
- (iii) The Bank shall be entitled to treat any sales draft, transaction, credit voucher, cash disbursement draft, the Bank's record of cash advances and/or other charge record bearing the imprint or other reproduction of embossed information contained on the Card and duly completed as conclusive evidence of a charge properly incurred by the Cardmember to be debited to the Card Account and binding on the Cardmember for all purposes.

## 9. Payment

### 9.1 Liability and Payment Obligations

- (i) The Cardmember shall be liable to pay the Bank any and all (a) Card Transactions whether with or without the Cardmember's knowledge or authority and whether the Bank is notified of any unauthorised use, subject to Clause 13; (b) costs (including legal fees on a full indemnity basis), charges and fees stated in this Agreement; and (c) such further charges as the Bank may determine from time to time, both before and after the date of any demand or judgment obtained by the Bank or the death, bankruptcy and winding up of the Cardmember.
- (ii) The Cardmember must effect payment in accordance with either paragraph (a) or paragraph (b) below and any failure, omission and/or default to do so shall constitute a breach of this Agreement:-
  - (a) The Cardmember may pay the Bank on or before the Payment Due Date the whole balance outstanding as stated in the Statement of Accounts, in which event no finance charge shall be levied thereon; or
  - (b) The Cardmember may pay the Bank on or before the Payment Due Date the Minimum Payment Sum stated in the Statement of Accounts.

In the event of paragraph (b) above or in any other event (other than paragraph (a) above), a finance charge will be charged at such rate per annum, as the Bank may determine, on a daily basis, subject to a minimum monthly charge of a sum as may be determined by the Bank on the whole outstanding (including any subsequent debit entries) until any repayments are credited to the Card Account and on the reduced balance thereafter until full settlement of the whole balance outstanding under the Card Account.

- (iii) In addition to the finance charge as stated under Clause 9.1(ii), if the Cardmember fails to make payment of the outstanding balance or at least the Minimum Payment Sum by the Payment Due Date, the Cardmember will incur liability for a late payment charge at such rate as the Bank may determine.
- (iv) Payments of the entire outstanding balance, or at least the Minimum Payment Sum shall be made to the Bank by the Payment Due Date. Where the Credit Limit has been exceeded, the Minimum Payment Sum shall be inclusive of the amount in excess of the Credit Limit.
- (v) All finance charges payable under this Agreement shall be calculated based on 365-day year or on a 366-day year in a leap year.
- (vi) The Bank will credit the Card Account with any refund (in any) in respect of a Card Transaction or any payment or other credit due to the Cardmember at such time as the Bank may determine in accordance with the Bank's usual practice after the Bank's receipt of the amount of such refund, payment or credit in Singapore and conversion to Singapore Dollar. Any such refund, payment or credit credited to the Card Account shall not be remitted to the Cardmember (unless the Bank otherwise determines) but shall be applied towards the full or partial discharge of any balance from time to time in the Card Account.

- (vii) Notwithstanding any of the terms of this Agreement, all amounts due under this Agreement shall without notice be deemed to be immediately due and payable in full on the commencement of bankruptcy proceedings against, or on the death or insolvency or insanity of the Cardmember or if there is any breach of this Agreement by the Cardmember or at the Bank's absolute discretion without giving any reasons whatsoever at any time.
- (viii) Payments made to the Bank of any sums due under this Agreement shall be deemed not to have been made until such time as the relevant fund have been received for value by the Bank.

## 9.2 Charges, Fees, etc.

In addition to the above, the Cardmember shall also be liable to the Bank, where applicable, the following charges at such rate as the Bank may determine from time to time including without limitation:-

- (i) a non-refundable annual fee or joining fee.
- (ii) an administration fee for any dishonoured cheque issued to the Bank as payment or for any GIRO deduction dishonoured for whatever reason.
- (iii) a service charge for
  - (a) each cash advances transaction, subject to a minimum charge of a sum as may be determined by the Bank.
  - (b) the purchase of money orders, travellers' cheques or currency other than Singapore Dollar;
  - (c) the opening of deposit accounts for whatever duration;
  - (d) the placement of wagers and/or the acquisition of tickets or other instruments for use in gaming activities, insofar as the same is not prohibited by the laws of the country wherein the transaction is effected, which, for the purposes of any dispute relating to this paragraph, shall be the governing law (notwithstanding the provision of Clause 22).

## 9.3 Payment in Singapore Dollar

All payments shall be made in Singapore Dollar, but the Bank shall have the discretion to accept payment in currency other than Singapore Dollar in which event the payment in such currency shall first be converted into Singapore Dollar at a rate of exchange determined by the Bank before the Card Account is credited. Any costs incurred in connection with the conversion shall be borne by the Cardmember and debited to the Card Account accordingly.

## 9.4 Goods and Services Tax

Without prejudice to the generality of the provision of this Agreement, in the event that any goods and services tax (or such other tax of a similar nature) is required by law whether in Singapore or elsewhere to be paid by the Bank in relation to any matter arising out of this Agreement or any transaction effected using the Card, the same shall be borne and fully paid for by the Cardmember, and the Bank may, at its option, either debit to the Card Account of the Cardmember a sum equivalent to such tax, or make separate demand to the Cardmember for payment of the same. The obligations of the Cardmember under this Clause shall survive the settlement by the Cardmember of all or any other sums due under the Card Account, as well as the termination of this Agreement for whatever reason.

## 10. Priority of Payments

- (i) Payments and credits to the Card Account will be applied by the Bank towards settlement of all charges (including finance charges), fees, cash advances, payments in respect of purchases and all other transactions in such manner and order and at such times as the Bank deems fit at its absolute discretion.
- (ii) All payments received from whatever source in respect of the Card Account shall be payments in gross. The Cardmember agrees and undertakes to procure that all such payments, from whatever source shall be made without any instructions to the Bank as to the manner or order in which such payments are to be appropriated. For the avoidance of doubt, the Bank shall have the right at all times without notice to appropriate all such payments received in the manner and order as the Bank deems fit, notwithstanding any specific instructions given to the Bank at the time of such payment. Without prejudice to the Bank's absolute right of appropriation, the Bank may but is not obliged to appropriate all such payments firstly in reduction or extinction of all liabilities incurred by the Principal Cardmember and secondly in reduction and extinction of liabilities incurred by the Supplementary Cardmember, if any, in such order and in such manner as the Bank deems fit at its absolute discretion.

## **11. Variation of Interests, Fees and Charges**

The Bank is entitled, at its absolute discretion, to vary or determine at any time and from time to time the amounts, rates, types, payment timelines and/or basis of calculation of all interests, fees and charges payable by the Cardmember herein without giving any reason. Any changes of interests, fees and charges may be contained in the Statement of Accounts and shall be effective from such date as the Bank may specify and the Bank may debit all such payments to the Card Account and/or request that the Cardmember pay the same on demand as the Bank deems fit.

## **12. Right to Set-off**

- (i) The Cardmember agrees that the Bank is entitled at any time without notice or demand and without liability to account for loss of interest, to combine, consolidate and to set-off or transfer any amounts from any account maintained whether in Singapore or elsewhere and whether matured or not by the Cardmember with the Bank whether such accounts be held by the Cardmember singly or jointly with another person in settlement of any outstanding amount due to the Bank by the Cardmember on the Card Account.
- (ii) Where any set-off or consolidation undertaken by the Bank involves the conversion of one currency to another, the Bank shall be entitled without notice to make the necessary conversion at the Bank's prevailing currency exchange rate. Any loss that may arise from such conversion shall not be recoverable from the Bank.
- (iii) The Cardmember irrevocably and unconditionally appoint the Bank as its attorney to do any or all of the following on behalf of and in its name:-
  - (a) to demand and receive any monies due to the Cardmember or standing to the credit of the Cardmember on any account whatsoever (whether current, savings, time deposit or otherwise) of the Cardmember with any bank or financial institutions;
  - (b) without prejudice to the generality of the foregoing, to request and to agree to premature termination of any time deposit account of the Cardmember with any bank or financial institution and for the withdrawals of the monies therein; and
  - (c) for any of the purposes aforesaid to sign, execute and/or deliver any document and give or issue any receipt.
- (iv) The power of attorney and all other purposes granted herein are given for valuable consideration and form an integral part of and are inseparable from this Agreement and shall be and remain irrevocable until all sums due under this Agreement have been duly and fully paid.

## **13. Loss, Theft or Unauthorised Use of the Card and Disclosure of PIN**

- (i) The Cardmember shall at all times exercise all possible care to ensure the safety of the Card and PIN and that the PIN is only known to the Cardmember and not disclosed to any other person. The Cardmember shall immediately report to the Bank if the Card is lost, stolen or misused or the PIN is disclosed to any other person by calling the Bank's Customer Service Hotline or by notifying the Bank in writing. The Cardmember shall lodge a police report accompanied by written confirmation of the loss, theft or misused of the Card or disclosure of the PIN and to provide to the Bank any other information that the Bank may require.
- (ii) Without prejudice to the Bank's rights under this Agreement and prior to immediate notification to the Bank of Card loss, theft, misuse or if the PIN is disclosed to other person, the maximum liability for the Cardmember due to any unauthorised use of the Card is S\$100 provided that:-
  - (a) the Cardmember has not acted fraudulently or was not grossly negligent or has not otherwise failed to inform the Bank promptly as soon as the Cardmember becoming aware that the Card has been lost, stolen or misused or the PIN is disclosed to other person;
  - (b) Clause 13(i) has been duly complied with by the Cardmember;
  - (c) the Cardmember (1) assists the Bank in the investigation, (2) furnish to the Bank promptly all document and information as may be required by the Bank from time to time including without limitation statutory declaration; and
  - (d) the Bank is satisfied that such loss, theft or misused of the Card or disclosure of the PIN is not due to the Cardmember's negligence or default.

The Bank shall have the right to investigate and may at its absolute discretion consider waiving the S\$100 liability for unauthorised use of the Card on a case by case basis. The Cardmember shall be liable for all unauthorised transactions through the use of the Card or the PIN if all requirements under Clause 13(ii) have not been complied with.

- (iii) All lost, stolen or misused Cards shall not be used by the Cardmember even if subsequently retrieved. The Cardmember shall cut such Card into halves and return it immediately to the Bank. In the event such Cards are used, the Cardmember shall be liable to indemnify the Bank for all losses and expenses or administrative charges thereby incurred.

#### **14. Replacement and Renewal of Card**

- (i) Unless and until any termination or suspension takes place, the Bank shall have the absolute discretion to issue the Cardmember with renewal Cards from time to time and to replace Cards which have expired.
- (ii) In respect of a lost, stolen or misused Card or disclosure of the PIN, the Bank shall have the absolute discretion in deciding on the issuance of a replacement Card in place of the lost, stolen or misused Card on such terms and conditions as the Bank may think fit.
- (iii) The terms and conditions in this Agreement shall apply equally to all such renewal and/or replacement Cards and the Cardmember shall be bound accordingly.

#### **15. Termination and Suspension**

- (i) The Bank may at its absolute discretion and without giving any reasons terminate this Agreement by giving a written notice to that effect to the Principal Cardmember. In such an event, termination shall be effective on the date so indicated in the Bank's written notice.
- (ii) The Bank may also at its absolute discretion and without giving any reasons elect to suspend the Account without terminating this Agreement. Such a suspension shall be effective without any notice and without in any case affecting the Cardmember's obligations under this Agreement which shall continue in full force and effect. In such an event, during the period of suspension, no transactions may be effected with the Cards, and the Cardmember shall be liable to indemnify the Bank fully for all losses and expenses incurred as a result of the use of the Card during the period of suspension.
- (iii) Subject to the terms of this Agreement, the Principal Cardmember may also terminate this Agreement by giving a written notice to that effect to the Bank and simultaneously thereto returning to the Bank all issued Cards cut into halves. In such an event, termination shall be effective upon the receipt by the Bank of both the written notice and all issued Cards duly cut into halves and upon the payment of all liabilities of the Principal Cardmember and Supplementary Cardmember under this Agreement.
- (iv) The Principal Cardmember may also elect to terminate the use of any Supplementary Card by giving a written notice to that effect to the Bank and simultaneously returning to the Bank that Supplementary Card cut into halves. In such event, termination of the use of the Supplementary Card shall be effective upon receipt by the Bank of both the written notice and the Supplementary Card duly cut into halves. This Agreement shall however remain effective and operative in respect of all other Cards.
- (v) Upon termination of this Agreement, all outstanding balances in the Card Account shall thereupon become due and payable to the Bank without demand. All the Cardmember's obligations under this Agreement shall not in any way be affected by the termination of this Agreement whether by the Cardmember or the Bank and the Cardmember's obligations shall remain in full force and effect after the date of termination until payment of all amounts due under this Agreement. It is further agreed that the Cardmember shall remain liable for such Card Transactions which have been made but which amounts have yet to be debited to the Card Account on or prior to the date of termination and shall be liable to the Bank for Card Transactions made after date of termination. The Cardmember shall indemnify the Bank fully for all losses and expenses incurred as a result of the use of the Card after the date of termination.
- (vi) There will be no refund of the annual or joining fee(s) or any part thereof upon termination of this Agreement by the Principal Cardmember or the Bank or upon the suspension of the Card Account by the Bank or upon the termination of the use of any Supplementary Card by the Principal Cardmember.



## 16. Disclosure

- (i) The Cardmember authorises the Bank to disclose, from time to time without notice and whether before or after termination of the Card Account/facility(ies), any and all information and data relating to the Cardmember and/or the Card Account/facility(ies) (whether held singly or jointly with any other person) including those information and data that the Bank may obtain from third parties such as any credit bureau recognised by the Monetary Authority of Singapore to any party as the Bank thinks fit, including, without limiting the generality of the foregoing:-
- (a) Visa, MasterCard, CUP and any merchant or establishment which accepts the Card;
  - (b) the head office of the Bank, any branch or sub-branch offices, subsidiaries, affiliates, related or associated companies of the Bank of China Limited Group, whether situated in Singapore or elsewhere for any purposes whatsoever;
  - (c) any party whether situated in Singapore or elsewhere, who provides or maintains the Bank's computers, systems or equipment used for or in connection with the Bank's business or is involved in processing, collating, facilitating, effecting or providing information, facilities or services including performance of operational functions in respect of or in connection with the Card Account/facility(ies);
  - (d) any credit bureau, whether situated in Singapore or elsewhere, and/or to other members or subscribers of such credit bureau and to their respective compliance committee;
  - (e) banks, financial institutions or credit or charge card companies, whether situated in Singapore or elsewhere, in credit enquires;
  - (f) any party, authority, stock exchange, regulator, court of law or entity whatsoever, whether situated in Singapore or elsewhere, for any purpose whatsoever, including but not limited to where such disclosure is required by law, regulation, judgment or order of court or order of any other tribunal or in connection with any proceedings;
  - (g) any service provider, whether situated in Singapore or elsewhere, engaged by the Bank or the Bank of China Limited Group and agent or third party selected by such service provider for the purpose of or in connection with providing services/products under or in connection with the Bank's business;
  - (h) any party to whom such disclosure is considered by the Bank at its absolute discretion to be in the Bank's interests;
  - (i) any party whether situated in Singapore or elsewhere, for any purpose whatsoever as the Bank may deem fit at its absolute discretion, including but not limited to the Cardmember's guarantor/surety (existing, prospective or otherwise), any potential assignee/ transferee/ successor of the Bank and any person or class of persons specified in the Third Schedule of the Banking Act (Cap.19) (as amended, re-enacted and/or supplemented from time to time).
- (ii) The Cardmember agrees that where written permission is required by law or otherwise for any such disclosure by the Bank, the continued use or existence of the Card Account(s)/facility(ies) shall constitute and be deemed to be sufficient written permission from the Cardmember for such disclosure.
- (iii) The rights conferred on the Bank in this Clause shall be in addition to and shall not be in any way prejudiced or affected by any other agreement, expressed or implied, between the Cardmember and the Bank in relation to any information and data nor shall any other agreement be in any way prejudiced or affected by this Clause.

## 17. Exemption and Exclusion

The Bank shall not be responsible or liable to the Cardmember, including without limitation:-

- (i) for the rejection by the Bank of the application for the Card;
- (ii) for the suspension and/or freezing of the operation of the Card Account;
- (iii) for goods supplied and services rendered by third party establishments. Any dispute between the Cardmember and any such third party establishments which supply goods and/or render services shall be settled directly between the Cardmember and any such third party establishments without any payment being withheld from or by the Bank and the liability of the Cardmember to the Bank shall not be affected by such dispute or notice thereof. For the avoidance of doubt, notwithstanding the non-delivery, non-satisfaction, non-performance or defects in any such goods and services, the Cardmember shall pay the Bank the full amounts shown in the Statement of Accounts. No claim

by the Cardmember against a third party establishment may be the subject of a defence or counterclaim against the Bank.

- (iv) if the Card is not accepted or honoured by any third party establishments for any goods supplied and/or services rendered, whether or not this is due to the Bank's failure or refusal to authorise the transaction.
- (v) if it is unable to perform its obligations under this Agreement due directly or indirectly to the failure of any machine, data processing system, or to any circumstances whatsoever whether or not it is beyond the control or anticipation of the Bank, or its agents, servants, employees or contractors, or any fraud or forgery.
- (vi) for any injury to the Cardmember's credit, character or reputation which may arise under this Agreement or as a result of any breach thereof or embarrassment of whatsoever nature due or arising from any damage to or loss of or inability to retrieve any data or information that may be stored in any microchip or circuit howsoever caused or to any circumstances arising out of the use of the Card or whatsoever.
- (vii) for any loss or damages arising directly or indirectly out of the obtaining of cash advances or of any other facilities offered by the Bank by a person not entitled to make use of the said facilities.
- (viii) by reason of any representation made in any catalogue, magazine, brochure or any documents issued by the Bank to the Cardmember, or any implied warranty, condition or other terms, or any duty at common law or otherwise for any loss or damage, costs, expenses or other claims for consequential compensation whatsoever which may arise out of or in connection with this Agreement, all Card Transactions, the use of the Card or whatsoever.
- (ix) for, in any event, any act, omission, neglect or default on the part of the Bank or its agents, servants, employees or contractors or whatsoever.

## **18. Authorisation**

Certain charges may need to be authorised by the Bank before they will be accepted by a third party establishment. The Bank has the right to refuse authorisation for any charge, cash advance or funds transfer without giving any reason or prior notice and notwithstanding that the Credit Limit has not been exceeded and the Bank shall not be liable to the Cardmember or anyone else for any loss or damage resulting from such refusal. When the Bank gives a third party establishment permission to charge the Card Account, the Bank shall assume the transaction will take place and therefore reduce the Credit Limit on the Card Account by the sum authorised.

## **19. Communications and Service**

- (i) The Bank shall be entitled to send any notices and communications (including without limitation Statements of Account) to the Cardmember by facsimile transmission, electronic mail, telephone, SMS, ordinary post or personal delivery or any other mode of communication to the Cardmember's last known address or last known contact number in the Bank's record. Notices and communications sent by the Bank shall be deemed to be received by the Cardmember, if sent by facsimile transmission, electronic mail, SMS, personal delivery or through the telephone, on the day of transmission or despatch or one (1) calendar day after the date of posting if sent by ordinary post to the Cardmember's last known address in Singapore and eight (8) calendar days after the date of posting to the Cardmember's last known address outside of Singapore notwithstanding the fact that the notice and/or communications may be returned through the post office undelivered.
- (ii) The Cardmember irrevocably consents to service of legal process (whether or not personal service is required) by the same being left at the last known address of the Cardmember or sent by registered letter to any of such address and in the last mentioned case the service shall be deemed to be made notwithstanding the fact that the registered letter may be returned through the post office undelivered.
- (iii) Any notice or communication sent by the Bank to the Principal Cardmember shall be considered to have been sent and received by the Supplementary Cardmember at the same time.
- (iv) All communication, requests and instructions to the Bank shall be in writing and signed by the Cardmember provided that the Bank may nevertheless, though not obliged to, accept and act on any communication, instructions or requests made by telex, facsimile transmission, electronic mail or telephone which our officers or employees believed to have been given, made or authorised by the Cardmember. The Bank shall not be liable to the Cardmember for any loss

or damage incurred or suffered by the Cardmember as a result of the Bank acting on or acceding to any such communication, instructions or requests notwithstanding that such communication, instructions or requests may not have been given, made or authorised by the Cardmember and notwithstanding any fraud that may have been committed in relation thereto.

## **20. Changes to this Agreement**

- (i) The Bank may at its absolute discretion amend, add to or delete the terms of this Agreement at any time. Any such changes shall be notified to the Principal Cardmember by the Bank either in writing, by publication or by such other means as the Bank may select and any changes so notified shall be effective and binding on the Principal Cardmember and the Supplementary Cardmember(s), regardless of whether the Principal Cardmember and the Supplementary Cardmember(s) have had actual notice thereof.
- (ii) If the Principal Cardmember and/or the Supplementary Cardmember should take objection to any such changes made by the Bank, the Principal Cardmember and/or the Supplementary Cardmember shall be at liberty to terminate this Agreement or the use of the Supplementary Card in accordance with Clause 15.
- (iii) Use of any of the Cards or the PIN relating thereto by either the Principal Cardmember or the Supplementary Cardmember after the date of notification of the changes to the Agreement shall constitute acceptance by both the Principal Cardmember and the Supplementary Cardmember of the changes without any reservation.

## **21. Miscellaneous**

- (i) The Cardmember shall be responsible for the accuracy and truthfulness of the information and data provided to the Bank and shall notify the Bank immediately of any change in the information and data including his/her name, address, contacts or personal particulars. The Cardmember must immediately provide the Bank with any or other information and documents as the Bank may require from time to time.
- (ii) In the event of inconsistency or conflict between the terms and conditions herein, any correspondence or documentation relating to the Card in English language and any translation in the Chinese language, the English translation shall prevail.
- (iii) No waiver and/or compromise by the Bank of any breach of any covenant obligation or terms under this Agreement by the Cardmember shall operate as a waiver and/or compromise unless confirmed in writing by the Bank.
- (iv) The Bank's records of all matters relating to the Cardmember, the Card, the Card Transactions and the Card Account are conclusive evidence of such matters and are binding against the Cardmember for all purposes.
- (v) Each of the terms under this Agreement is severable and distinct from one another and if at any time any one or more of the terms or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining terms will not thereby be affected or impaired in any way.

## **22. Governing Law and Jurisdiction**

This Agreement is governed by Singapore law. The Cardmember irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore.

## **23. The Contracts (Rights of Third Parties)**

Unless expressly provided to the contrary herein, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) (as amended, revised or supplemented from time to time) to enforce any part of this Agreement. Notwithstanding any term herein, the consent of any third party is not required to any subsequent agreement between the parties hereto to amend or vary (including any release or compromise of any liability) or terminate the Agreement. Where third parties are conferred rights under this Agreement, those rights are not assignable or transferable. For the avoidance of doubt, nothing in this Agreement shall affect the rights of any permitted assignee or transferee of the Bank.

## **PART B – ADDITIONAL TERMS AND CONDITIONS** **GOVERNING BOC RENMINBI GREAT WALL CARD**

### **24. Use of GWC in Countries other than China**

- (i) In compliance to regulatory requirements, the GWC is for use on the CUP network in countries other than Singapore, unless and until otherwise informed by the Bank.
- (ii) When the Cardmember uses the GWC in countries other than China, the GWC transactions may be charged in the official currency of the country where the GWC is used or any currency other than Renminbi and converted into Renminbi currency at such exchange rate at such time as may be determined by CUP at its absolute discretion. Such transaction will also be subject to a bank charge as the Bank may determine at its absolute discretion from time to time. The applicable exchange rate may differ from the exchange rate on the transaction date due to market fluctuation.

### **25. Transactions in Renminbi Currency**

Without prejudice to Clause 24, transactions in Renminbi currency and/or transactions that had been converted into Renminbi currency shall ultimately be converted to Singapore Dollar at a rate of exchange prevailing on the date of processing as determined by the Bank at its absolute discretion.

### **26. Payment**

- (i) All payments shall be made in Singapore Dollar, but the Bank may, though not obliged to, accept payment in currencies other than Singapore Dollar.
- (ii) All payments shall be made in Singapore or elsewhere. The Bank shall have the absolute discretion to accept or reject any payments made in countries other than Singapore.
- (iii) For payment made in countries other than Singapore, the following charges will apply:
  - (a) A prevailing service charge will be imposed by the BOC Branches in China at such rate as determined by the BOC Branches from time to time for each payment done under this Clause; and
  - (b) A service charge as may be imposed by the Bank at such rate as the Bank may determine on the amount paid, subject to a minimum charge as may be determined by the Bank.

### **27. Cash Advances**

- (i) Cash advances up to such a limit as may be determined by the Bank from time to time may be obtained from BOC Branches that provide cash advances services or CUP ATMs which accept the GWC. A finance charge at such rate as the Bank may determine will be charged from the date of transaction until full payment is received and credited to the Card Account. Notwithstanding the prohibitions as set out under Clause 24, any funds or monies obtained or transferred by the Cardmember through use of the GWC at any BOC Branches or CUP ATMs shall constitute a cash advances transaction.
- (ii) A service charge at such rate as the Bank may determine on the amount billed, subject to a minimum charge of a sum as may be determined by the Bank will be imposed on the Cardmember for each cash advance transaction done under this Clause. An additional commission, at a rate to be determined by the Bank from time to time, shall also be imposed for cash advances transactions at all BOC Branches except in the BOC Branches in the city of Guangzhou or such other BOC Branches as may be determined by the Bank from time to time.

### **28. PIN**

The Cardmember shall use the PIN to access the CUP ATM(s) for cash advances services and change of PIN only. Save for the services expressly stipulated under this Agreement, the PIN shall not be used to access the CUP ATM(s) for any other services.