



GREAT WALL INTERNATIONAL CREDIT CARD TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement:

“**Account**” means an account maintained by Us in Your name under this Agreement.

“**Additional Cardholder**” means any person authorised by You to use the Account and to whom We have issued a Card.

“**Agreement**” means the Credit Card Agreement and these General Credit Card Conditions.

“**Available Credit**” means the unused part of the credit limit available from time to time on Your Account which may be adjusted to take account of authorised Transactions not yet charged to the account and accrued but unapplied interest and charges.

“**Bank of China Group**” means Bank of China Limited and all its branches and subsidiaries.

“**Business Day**” means Monday to Friday, other than English Bank Holidays.

“**Card**” means the Bank of China (UK) Limited credit card issued to You or to an Additional Cardholder on Your Account.

“**Card Holder**” means you, the person entering into this Agreement with Us.

“**Cash Advance**” or “**Cash Loan**” means any cash withdrawal made by using the Card.

“**Credit Limit**” means the maximum debit balance allowed on the Account, which We may change from time to time.

“**EEA**” means the European Economic Area

“**PIN**” means any personal identification number issued to You to use in conjunction with the Card.

“**Transaction**” means any payments made for goods or services or Cash Advance obtained by the use of the Card, Card details or PIN.

“**United Kingdom**” includes the Channel Islands and the Isle of Man.

“**We**”, “**Us**”, “**Our**”, “**the Bank**”, means Bank of China (UK) Limited.

“**You**”, “**Your**” means the Card Holder.

2. USING THE CARD

- 2.1. You must ensure that You and any Additional Cardholder comply with any instructions that We give regarding the use and safekeeping of Cards.
- 2.2. You may only use the Card within the Credit Limit. In deciding whether the Credit Limit has been exceeded We may take into consideration the amount of any Transaction not yet debited and any authorisation We have given in respect of a prospective Transaction.
- 2.3. We will determine and notify Your Credit Limit to You from time to time. The agreed Credit Limit is shared with any Additional Cardholder.
- 2.4. You will be responsible for use of the Card by any Additional Cardholder (including any use in breach of this Agreement, which We will be under no responsibility to prevent). If You wish to cancel any Additional Card, please tell Us as soon as possible. We may not be able to prevent all Transactions unless You recover the Additional Card and return it to Us.
- 2.5. You must notify Us in advance of any foreign travel You intend to undertake, including the dates and where You intend to visit, otherwise Your Card may not work outside of the UK, unless We have authorised it to do so.

3. REPAYMENT

- 3.1. Payments to the account will not reduce the balance until the payment is cleared. Your statement includes information about clearance periods.
- 3.2. You must repay Us immediately the amount of any excess over the Credit Limit, any arrears and any Transaction made in breach of this Agreement. All such payments will only take effect when credited to the Account and may be applied against Transactions and charges in the order specified in section 4 below.
- 3.3. Subject to any legal limitation, all amounts due under this Agreement will be payable in full on Your bankruptcy or death or, at our discretion, if You breach this Agreement.
- 3.4. If You pay by direct debit, We reduce the direct debit to pay off Your balance if We received payment(s) toward Your account at least 2 working days prior to the statement due date.
- 3.5. If You pay a set amount by direct debit, We reduce the direct debit to pay off Your balance if that is all You owe; We will increase it if the set amount is less than Your minimum payment.
- 3.6. Although cheques or other items may appear on Your Account on the date they are paid in We may not

receive the money immediately. Unless We agree otherwise, You cannot transfer or withdraw funds until those funds have cleared.

4. ALLOCATION OF PAYMENT

We use any payments You make to pay off Transactions that appear on Your statement starting with those on which We charge the highest rate of interest, and so on down to the lowest rate of interest. If the payment is not enough to pay off all Transactions at a particular interest rate, We paying off Transactions charged at that interest rate in the following order

- 4.1. For accounts that are not in arrears:
 - Interest, Fees and Charges
 - Cash Withdrawals
 - Purchases

Within each category, the funds received will be used to clear the oldest balance first.

- 4.2. For accounts in arrears, the minimum monthly repayment will include any previous month(s) overdue minimum amount, and will be paid in this order

- Cash Withdrawals
- Purchases
- Interest, Fees and Charges

Again, the oldest balance will be paid first in each category.

5. TRANSACTION AND CHARGES

- 5.1. You will be liable for the amount of all Transactions and charges debited to the Account. This includes the annual fees for Classic Card and Gold Card. This will be debited to the Account when Your Account is opened and annually thereafter.
- 5.2. Any transaction in a foreign currency will be converted to sterling at the Payment Scheme Exchange Rate (the rate provided by Visa), at the date of application to the account.

6. AUTHORISING TRANSACTIONS

- 6.1. A Transaction will be regarded as authorised by You or an Additional Cardholder where You (or an Additional Cardholder) authorise the Transaction at the point of sale by following whatever instructions are provided by the merchant to authorise the Transaction, which may include but not limited to:
 - entering the PIN or providing any other security code;
 - signing a sales voucher;
 - providing the card details and/or providing any other details requested;
 - using a Card reader.
 - Use a Card and PIN and make a request for a Cash Advance at an ATM or at any bank counter.
- 6.2. The authorisation of a Transaction can include authorising any single Transaction, a series of recurring Transactions (including Transactions for an indefinite period), or pre-authorising a future Transaction of a certain or uncertain amount.
- 6.3. In the event that a Transaction has not been authorised, You may authorise the Transaction after it has been made by providing Your consent to the Transaction orally or in writing.
- 6.4. If We refuse a Transaction You may contact Us and We will, if possible, tell You the reason for the refusal and You may be able to correct any information which led to the refusal.
- 6.5. Any establishment may ask Us for authorisation before accepting payment by the Card. We may decide not to give our authorisation if:
 - 6.5.1. We have reason to suspect the Card has been lost or stolen, or We suspect the Transaction is not authorised by You;
 - 6.5.2. You have broken this Agreement;
 - 6.5.3. You would exceed Your Available Credit. We reserve the right not to adjust Your Available Credit by the amount of any payments received until they have been cleared.
- 6.6. Once You have carried out a Transaction using Your Card You cannot ask Us to stop that Transaction.

6.7. We accept no responsibility if a request for authorisation is declined or if a Card is not accepted in payment. We will also not be liable for any loss or damage resulting from the way in which the decline is communicated to You or any Additional Cardholder.

7. STATEMENT

We will send You statements each month prepared primarily in the English language, showing any Transactions on Your Account unless there have been no Transactions on the Account since the last regular statement date and the balance is nil. You must examine these statements and tell Us as soon as possible if something appears to be wrong so that We can resolve the matter quickly and properly.

8. RESTRICTING USE OF A CARD AND ENDING THE AGREEMENT

8.1. This Agreement has no fixed duration. It will continue until You or We choose to close Your Account.

8.2. You can end it at any time by giving Us notice.

8.3. We may end this Agreement by giving You two months notice in writing, unless clause 8.4 below applies.

8.4. We may end this Agreement immediately upon notice to You, cancel or suspend the use of the Card for all or any purposes or refuse to replace or reissue the Card if:

- (i) We believe that there is a significantly increased risk that You may not be able to fulfil Your duty to repay the Credit in line with this Agreement and this includes situations such as You going bankrupt or having similar proceedings taken against You;
- (ii) Any of the information You gave Us when You applied for the credit is found or suspected to be to be untrue;
- (iii) Your bank account with Us or any member of Bank Of China Group is frozen;
- (iv) If adverse information is received from credit reference agencies;
- (v) If You die;
- (vi) We have reasonable grounds for suspecting fraudulent or unauthorised use of the Card;
- (vii) We have reason to believe that the security of the Card or Card details has been compromised; or
- (viii) If You seriously breach the terms of this Agreement (for example, if You do not make repayments on time or at all)

8.5. If this Agreement ends:

- (i) You must ensure there is no further use of the Card (including Cards issued to any Additional Cardholder), return all Cards to us cut into two and cancel any payment authorities and standing orders;
- (ii) You will be liable for Transactions made before or after this Agreement;
- (iii) The terms of this Agreement will continue to apply until We have been paid in full; and
- (iv) We may require immediate repayment of the balance on the Account.

8.6. On Your death, the obligations under this Agreement will continue until the balance on the Account has been paid.

9. SAFEGUARDING THE CARD AND PIN

9.1. You must sign Your Card in permanent black ink as soon as You and/or any Additional Cardholder receive it, memorise Your PIN, destroy the letter it is printed on, keep it secret and not write it on the Card or anything kept with the Card.

9.2. You must take all reasonable steps to keep the Card safe and the PIN secret at all times. You must keep the Card separate from any cheques We issue on Your Account.

9.3. You must never allow any other person to use Your Card or Card number with or without the PIN.

9.4. You may only disclose the Card number for the purpose of a Transaction, when reporting the loss or theft of the Card or when We authorise disclosure.

9.5. You will be charged for the reissue of a replacement Card and/or PIN if We deem You were responsible for its loss or misuse.

10. LOSS, THEFT OR POSSIBLE MISUSE

10.1. If the Card is lost or stolen, or You suspect someone knows Your PIN or password, or the Card has been used without Your permission, You must advise Us immediately by calling Us on +44 (020) 7282 8763

and then confirm to Us in writing at Bank of China (UK) Limited Card Centre, 1 Lothbury, London EC2R 7DB within 7 days. We will keep a record of the call, and may record or monitor the call itself.

10.2. If the Card is misused before You tell Us of its loss or theft, or that someone else knows Your PIN, You will only have to pay up to £50 for any misuse.

10.3. If the Card has been misused by a person who acquired possession of it with Your consent or Additional Cardholder's consent, You will be liable for all Transactions occurring prior to notification.

10.4. You will not be liable for any Transaction where You or Additional Cardholder have not given permission for someone else to use the Card or Card details.

10.5. Once We receive notice of the loss, theft or possible misuse, We will cancel the Card and You will not be liable for any further Transactions. If You then find the Card You must not use it. You must immediately cut it in half through the signature box and magnetic strip, and if You have a chip Card, ensure the chip is cut in half.

10.6. We will not be liable if any establishment or machine refuses to let You pay or withdraw cash with the Card, except in respect of any direct loss You suffer which is caused by our fault.

10.7. You agree to give Us all information in Your possession regarding the loss, theft or misuse of a Card or the disclosure of the PIN and any other information We may request to help Us recover our money. We may require You to report the matter to the police. You agree that We may provide the police, other authorities and banks with any information We consider relevant. Cards reported as lost, stolen or liable to misuse must not be used if they are subsequently found. You must destroy the Card immediately.

11. REDRESS AND REFUNDS

11.1. You may be entitled to a refund in circumstances where a payment Transaction has been initiated by or through You, (for example, if You have given Your Card details to a retailer for the purpose of making a payment), where the authorisation You or Additional Cardholder gave did not specify the exact amount to be paid, the amount that has been charged to Your Account was more than You could reasonably have expected to pay based on the circumstances (including previous spending patterns) and You make a refund request within eight weeks of the date when the payment was charged to Your Account, You cannot rely on fluctuations in a reference exchange rate to claim a refund.

11.2. If You have given Your consent directly to Us and, if applicable, details of the amount of the Transaction have been provided or made available to You at least four (4) weeks prior to the debit date, You will not have the right to a refund under condition 11.1 above.

11.3. To obtain the refund You must make Your request to Us within eight (8) weeks of the debit date. When We receive a refund request We may request additional information from You which is reasonably necessary to allow us to investigate whether or not You are entitled to a refund. We will refund the full amount or refuse the refund with written justification, within ten (10) days of the refund request, or of the additional information being received. If We refuse a refund, We will give You information on how to take the matter further if You are not satisfied with Our reasons for refusing.

11.4. If You query a payment more than eight (8) weeks after the debit date or if the payment was made outside the EEA, We are not obliged by law to make a refund, but We will advise You if We can help or suggest other steps You could take.

12. HOW TO COMPLAIN

If You wish to make a complaint, please allow Us the first opportunity to deal with Your concerns. However, if You remain dissatisfied, please let Us know and We will be happy to provide further information about our procedures for resolving and settling complaints. We hope that We will be able to resolve any concerns You raise, but if You are still dissatisfied, or We have not sent You a final response letter within eight (8) weeks from the date You originally complained, You have the right to refer Your complaint to the Financial Ombudsman Service. Its website is www.financial-ombudsman.org.uk.

13. VARIATIONS

13.1. Changes to interest rates and charges

- (a) We may change our interest rates and charges, including by introducing a new type of fee or charge, if there is a change (or We reasonably expect that there will be a change):
 - in the costs We incur in providing the Account (including funding costs); or
 - in regulatory requirements.

- (b) Where We make a change to comply with a regulatory requirement, the change will be a fair proportion of the cost of compliance on our business, as reasonably estimated by us. Other changes will respond proportionately to changes in our costs.
 - (c) We may increase the interest rates on Your Account because We think there is an increased risk that You might not be able to repay what You owe us, but We will not do this without first taking into account factors such as how You manage this, or Your financial situation and Your credit rating.
- 13.2. Changes to terms (other than interest rates and charges) We may also change any of the other terms of this Agreement for any of the following reasons:
- (a) Where We reasonably consider that the change would make the terms easier to understand or fairer to you; or
 - (b) Where We reasonably consider that the change would not be to Your disadvantage; or
 - (c) Correct errors, omissions, inaccuracies and ambiguities
 - (d) Make reasonable changes to the way We look after Your accounts as a result of changes in the banking or financial system or the systems We use to run our business;
 - (e) As a result of a regulatory requirement (where We reasonably expect that there will be a change in a regulatory requirement).
- 13.3. As long as You are able to end the Agreement without charge under this Agreement (or We agree that We will not make a charge that would otherwise apply), We may change any of the terms of this Agreement (including interest rates and our charges) for any reason set out in this Agreement.
- 13.4. Notifying You of changes
- (a) We will give You at least two months' advance notice of all changes, unless the change is to Your advantage (for example when We reduce Your interest rate). In this case, We will still give You notice but We may make the change more quickly.
 - (b) We will tell You about changes by putting messages in Your monthly statement, or sending You a separate written notice by post or electronically (which includes e-mail, text messages or similar).
 - (c) We will tell You when changes will come into effect. If You do not want to continue the Agreement with the change, You must write to us to end the Agreement. The change will apply to Your Agreement until the Agreement ends. If, however, the change is an increase to an interest rate and You tell us within 60 days that You want to end the Agreement, the existing interest rate will continue to apply until You repay any outstanding balance. If We ask You to, You must repay us within a reasonable period.

14. PERSONAL DATA

- 14.1. You agree that We may hold and process, by computer or otherwise, any information obtained about You as a consequence of this Agreement ("Personal Data").
- 14.2. You agree that We may:
- (a) include Personal Data in our customer systems which may be accessed by other companies in the Bank of China Group and credit reference agencies for banking and credit assessment, statistical analysis including behaviour and credit scoring and to identify products and services (including those supplied by third parties) which may be relevant to You ; and
 - (b) with Your consent, permit other companies within the Bank of China Group to use Personal Data and any other information We hold about You on our customer systems to bring to Your attention products and services which may be of interest to You.
- 14.3. We will disclose Personal Data outside the Bank of China Group only:
- (a) for fraud prevention purposes
 - (b) to the police in connection with the loss, theft or misuse of the card;
 - (c) to licensed credit reference agencies;
 - (d) under a strict code of secrecy to sub-contractors or persons acting as our agents;
 - (e) to any person who may assume our rights under this Agreement; and
 - (f) if We have a right or duty to disclose or are permitted or compelled to do so by law.
- 14.4. We may transfer Your personal information within the Bank of China Group, or to sub contracted suppliers and persons acting as our agents in countries outside the European Economic Area (the receiving

parties), on the basis they agree that Your information will receive the same levels of protection as We are required to give it in the UK.

- 14.5. You consent to having Your personal information transferred by Us, or others processing on our behalf, in other countries (including countries outside the European Economic Area) that have less stringent data protection requirements. We require the receiving parties to protect Personal Information and use it only in accordance with our instructions.
- 14.6. You have the right to be told where the personal data about You is being processed, to be given descriptions of the data and its recipient(s), and to have the data supplied to You in an intelligible form. We may charge You for this service.

15. GENERAL

- 15.1. We will not be liable for losses and costs caused to You if We break this agreement because of abnormal and unforeseeable circumstances outside our control, where We could not avoid breaking this Agreement despite all efforts to the contrary, such as, delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures or resulting from Us complying with any relevant requirement under any law or regulation to which We are subject to.
- 15.2. If We are unable to produce or send a statement, You will still be liable to pay interest and for the purpose of calculating interest and establishing the date on which payment is due We may select a date each month as the statement date.
- 15.3. We make no commitment that facility and benefits to which You have access by the use of the Card but which do not form part of this Agreement will continue indefinitely. Such facilities or benefits may be withdrawn or varied at any time without notice.
- 15.4. We may transfer to any other person, any or all of our rights and duties under this Agreement at any time.
- 15.5. This Agreement and any relating documentation is drafted in the English language. If this Agreement is translated into any language other than English, the English language text shall prevail.
- 15.6. The terms of this Agreement are governed by English Law subject to the non-exclusive jurisdiction of the English courts
- 15.7. Please contact Us at the address at the top of Your monthly statement if Your Account includes an item which appears to You to be wrong or if You change Your address, or either You or Your Additional Cardholder change Your name.
- 15.8. We may send any notice or other information to the last address You gave Us. We will treat them as arriving two days from the day We posted them.