



Conditions for Services

These Conditions apply to all accounts opened for and all services provided to you (the customer) by Bank of China (Macau) Limited (“the Bank” or “we/us/our”). If there is any inconsistency between these Conditions and the provisions or rules for a particular service, those provisions or rules shall prevail over these Conditions in respect of the relevant service. If there is any conflict between the English and Chinese version, the Chinese version shall prevail. Please read them carefully, particularly Part 1, Paragraphs 2 (Password), 13 (Limit of our liability), and 14 (Indemnity).

Part 1 applies to all accounts and services.

Part 2 applies to banking services.

Part 1: General provisions

1. Your instructions

1.1 You will only give instructions to us through the means that we have been notified and in accordance with the signing arrangement in your mandate as well as our requirements. We may reject or act on an instruction that has not been given by the abovementioned means. The means of giving instructions may differ for different types of services. We may act on your instruction without making enquiries, even if it is inconsistent with an existing arrangement. You will check that each instruction is correct before sending it to us.

1.2 We may decline to act on your instructions without giving a reason and shall not be liable in relation thereto.

1.3 Your authorized signatories have full authority to do any act on your behalf in relation to your accounts including operating your accounts, buying or selling any investments (in respect of an investment account), making withdrawals or transfers (of cash, investments and other property), registration, deregistration or closing of accounts, changing transaction limits, arranging with us for any facilities and accommodation, entering into any agreements, giving any instructions and completing and signing all documents (including account opening forms), but not to change your other authorized signatories, and, if you are one or more individuals, not to open accounts or apply for new services, unless agreed by us.

1.4 You may change your authorized signatories or signing arrangement after giving to us the prescribed notice and in compliance with our prescribed procedures. In the case of an account using the authorized signatories and signing arrangement of another account, the change of the authorized signatories and signing arrangement of one of the accounts will not affect those of the other account.

1.5 The authority of the authorized signatories to act according to your

signing arrangement will not be revoked until we have received written notice in revoking such authority. Such authority will remain in force until we have received the relevant documents showing that the relevant authority has been revoked or declared revoked, invalid or unenforceable under the law.

1.6 Any of your instructions received by us shall be deemed as what you intended to give. Any instruction that we reasonably believe is given by you or your authorized signatory will be valid and binding on you, whether or not it is in fact so authorized. We need not verify the identity or authority of the person giving an instruction or the authenticity of an instruction. We may require proof of identity or authority. We may regard any duplicated instruction given by you as a separate instruction, unless we actually knew before execution that it was a duplicate.

1.7 You shall ensure that your instructions are complete and correct. An instruction once accepted cannot be altered or cancelled, without our agreement. If an instruction cannot be carried out, charges and expenses may still be incurred.

1.8 If an instruction is received after our daily cut-off time or outside our business hours, your account may be debited on the same day, but the instruction may not be processed until the next business day.

1.9 We are not required to notify you immediately in case your instruction cannot be processed in whole or in part. An instruction may be executed partially if it cannot be executed in full. If an instruction or any part thereof is not executed by the day's close of business or earlier, the transaction will lapse, unless a longer execution period has been specifically agreed.

2. Password

2.1 “Password” refers to one or more of the means approved by us to authenticate a user and to gain access to an account or service through one or more of the channels advised by us, which may include identification or other number, letters, symbols, access or session or other code, digital signature, ATM or other card, token or anything.

2.2 Any instruction given by the use of your password shall be valid and binding on you notwithstanding any different requirements as provided in your mandate or any other arrangements. Changes in your authorized signatories or signing arrangement will not affect operation using your password: you shall change your password.

2.3 You shall use all reasonable care to keep your password confidential and secured. Your password will be posted to you and the risks involved shall be borne by you. Where it is permitted to do so, you may immediately change the password assigned by us.

2.4 You shall notify us as soon as reasonably practicable at the telephone

- number designated by us if you discover or believe that your password has been compromised, lost or stolen or that any unauthorized transactions have occurred. We shall not be liable for any actions taken by us after receiving a genuine report as determined by us.
- 2.5 You will be liable for all losses if you have acted fraudulently or with gross negligence, or allowed any third party to use your password, or failed to comply with your obligations under Paragraph 2.3 or 2.4. You would not otherwise be responsible for any direct loss suffered by you as a result of any unauthorized transactions conducted through your account. This Condition does not apply (a) unless the unauthorized instruction was given electronically, (b) unless you are a private individual (excluding sole traders, clubs and societies), or (c) to unauthorized transactions conducted through any Bank of China plastic cards which may be used to pay for goods and services or to withdraw cash.
- 2.6 Where Paragraph 2.5 does not apply, you shall be held responsible for all instructions given with the use of your password, regardless of whether they have been authorized or not.
- 3. Information**
- 3.1 You shall confirm that all information given to us in respect of your accounts and every transaction is true and complete. You shall promptly notify us of any material change to those information. You consent to and acknowledge that we are allowed to contact any sources (including your employers and banks) to obtain or verify any of the information.
- 3.2 You consent to and acknowledge the use and disclosure by us of your information (including your name and other data, account and its transaction, utilization of funds and other banking transactions) to the our head office, the regulatory authorities, judicial authorities, public units, other credit agencies of the Macau Special Administrative Region, and the bill clearing houses, exchanges, clearing houses, regulators on securities, the Bank's services suppliers, professional advisers and other relevant authorities or individuals of the Macau Special Administrative Region or in other jurisdictions. Bank of China Limited may share your information concerning your accounts and the services provided to you by Bank of China Limited and its affiliates (including the Bank and its affiliates) with the affiliates of Bank of China Limited (including the Bank and its affiliates).
- 3.3 Except for any regulatory, legal and/or judicial disclosure obligations of the Bank, you may withdraw your consent to Paragraph 3.2 by giving us 30 days' prior notice. You acknowledge that such withdrawal notice might affect the provision of our banking service to you and we shall not be liable for any losses in relation thereto.
- 3.4 For customers who are corporate entities, you hereby confirm that all

- consent for disclosure of personal information to the entities referred to in Paragraph 3.1 has been obtained from but not limited to your shareholders, directors, authorized representatives.
- 3.5 All copyrights and other intellectual property rights of any nature of and in relation to our services, websites, materials or documents shall be our property and vested in us.
- 3.6 You acknowledge that you have reviewed the privacy policy set out in our website <http://www.bankofchina.com/mo> before you provide any of your information to us.
- 4. Our services**
- 4.1 You may be required to comply with our requirements for a service before the use of the same. Each service is only available during the times prescribed by us and is subject to our procedures and conditions. We may refuse access without providing a reason and shall not be liable in relation thereto.
- 4.2 Each service and account is subject to our terms applicable from time to time and those terms shall prevail over these Conditions, in case of any inconsistency.
- 4.3 You will provide all assistance as reasonably required by us in relation to your account or instructions.
- 4.4 We need not take actions until we have received all necessary instructions, funds, property and documents, but may elect to do so. If we so elect to take actions, interest and fees may be charged. We may at any time terminate or end any transactions (including a deposit) at your cost. We may on receipt of your instruction, debit funds from your accounts or put a "hold" in your accounts on your funds and property, in the sums as estimated by us to be necessary to carry out your instruction. The Bank's rights shall not be affected by our choice of not taking any actions, or by anything done or omitted by us in good faith.
- 4.5 If in our opinion an action is required in respect of your account, but no instructions have been received from you, we may (but are not obliged to) act at our discretion and shall not be liable to you.
- 4.6 If any transactions are disputed by you, we may cancel or end the transactions without affecting any of our rights therein.
- 4.7 You shall ensure that our services are used for a lawful purpose.
- 4.8 We shall have the right to freeze your account if you are insolvent or there is any prohibition on dealing with properties, quasi-prohibition on dealing with properties, petition for bankruptcy or winding up has been presented or meeting has been convened in respect of any resolution or order for winding-up against you, or any similar legal procedure carried out based on any laws, or claims by any third parties has been brought against you, or we are of the opinion that the operation of your account is not in compliance with the regulations, or you are mentally incapacitated.

- 5. Our role**
- 5.1 Our responsibilities are limited to those as expressly set out in these Conditions and our terms (if any) for the relevant service. These Conditions shall apply, to the extent possible, to transactions entered into on your behalf and any transactions with us.
- 5.2 You consent to and acknowledge the Bank and any person appointed by us is permitted to do anything necessary or desirable for all purposes in connection with our services.
- 5.3 We may do or refrain from doing anything that we determine as necessary for complying with any laws, regulations, rules and practices (including but not limited to the rules, codes, guidelines and practices of regulatory authorities, The Macau Association of Banks, the bill clearing houses of the Macau Special Administrative Region, and the exchanges and clearing houses of other jurisdictions). All such actions and omissions shall be binding on you.
- 5.4 We may use the services of agents, brokers, custodians, nominees, correspondent banks, networks, exchanges, clearing houses and other persons who may be our affiliates to hold your property or to perform any services. You consent to and acknowledge that we may accept their terms and conditions of service. Unless otherwise required by the laws or regulations of the Macau Special Administrative Region, we are not responsible for their acts, omissions or insolvency. You shall pay for their charges, and indemnify us against their claims. We will use reasonable care in the selection of an agent. We will only appoint custodians so qualified to act in accordance with the applicable law.
- 5.5 We do not act as your legal, tax or (unless otherwise agreed in writing) financial adviser. You will obtain your own advice in relation thereto.
- 6. Payments / delivery**
- 6.1 Payments will only be debited to your designated account (or sub-account) denominated in the same currency in ordinary operations. This shall also apply in respect of funds on "hold" in your accounts. We will determine whether you have a sufficient balance or overdraft by reference to your designated account (or sub-account) denominated in the payment currency. However, we may put a "hold" on sums in other currencies. We may (but are not obliged to) convert a sum received or to be paid from one currency into another currency at our spot rate. We may, for the purpose of any calculation, notionally convert any sum from one currency into another currency at our spot rate.
- 6.2 The applicable exchange rates and interest rates shall be determined by us in our sole discretion, which may be different from the official or other prices. Interest may not be payable in respect of certain deposits.
- 6.3 Payments will be made to you subject to applicable laws and regulations and any required deduction or set-off.

- 6.4 You will pay us in freely transferable and cleared funds and in the manner as determined by us to be customary for payments in that relevant currency. Deliveries of any properties by either party shall be made in the manner as determined by us to be customary for that relevant properties or in the manner as determined by us.
- 6.5 If each party shall pay for two or more transactions on any date in the same currency, then on such date, if the Bank so elects, each party's obligation to pay will be discharged, and the party liable to pay for the larger aggregate amount will pay to the other party the sum equals to the excess of such amount over the smaller aggregate amount.
- 6.6 You shall on demand repay all outstanding sums due to us (regardless of whether it is due or not).
- 6.7 Your payments to us will be made without any set-off, counterclaim or condition and free from all taxes, withholdings or deductions for taxes. If a withholding or deduction for tax is required by law, you shall pay the increased amount so that we receive a net amount equal to what we would have received had there been no such withholding or deduction.
- 6.8 Your payments shall be made in the same currency as that of the liability. A payment received by us in another currency shall discharge your liability to the extent of the net amount of the currency which we would be able to purchase with the amount of payment received as soon as it is practicable to do so. You shall, as a separate obligation and notwithstanding any judgment, indemnify us for any loss and expense. It will be sufficient for us to show that losses have been suffered if an actual exchange or purchase had been made.
- 6.9 We may apply any payment received to reduce your liability in the sequence as adopted by us, or place it in a suspense account to preserve our rights in proving your entire liability.
- 6.10 A sum or an item received for your account shall not be drawn against or used and does not earn interest until cleared funds have been received by us unconditionally. We may at any time reverse any entry if the sum or item or any part thereof is not actually received. You shall indemnify us for all such losses and expenses.
- 6.11 Your property and documents will be sent to you, which the risks involved shall be borne by you.
- 6.12 We may at any time make any claims against you for any erroneous payment made to you.
- 6.13 We may retain any interest on amounts to be paid to you pending credit to your account, and on amounts to be paid on your behalf to a third party pending payment.
- 6.14 We may credit to an account bearing your designated number, without verifying the name of the account holder.
- 6.15 Any cash paid to you would be round down to the nearest ten cents (or, for Japanese yen, after rounding down to the nearest dollar), which shall constitute the full payment.

7. Particular accounts

- 7.1 If you are two or more persons:
- your obligations are joint and several; references to you include any one of you;
 - any of you acting in accordance with your signing arrangement has full authority to bind all of you in all matters; the signing arrangement may only be changed by all of you;
 - payment or delivery of anything to any one of you shall discharge our obligations to all of you; sums payable to any one of you may be credited into your joint account;
 - a communication to any one of you is an effective communication to all of you;
 - we may compromise, discharge or deal with one or more of you, without affecting the liability of the others;
 - we may apply the balance in your joint account to reduce any liability of one or more of you;
 - unless the contrary is proved or the Bank is notified, we shall presume all co-holders of the account own equal shares in the account.
- 7.2 If you hold your account for another person, you shall be liable for the joint and several personal liability in relation to your account, in addition to the responsibility of that other person. You shall confirm that you are fully authorized to open, operate and close the account. You shall indemnify us against any liability, loss or expense arising from any transaction involving the account.

8. Statements of account / confirmation

- 8.1 You undertake to verify details of each statement of account or confirmation received.
- Either electronic or paper statements will be issued by us.
 - If you discover any error or unauthorized transaction, you shall notify us within 90 days of receipt of the statement or confirmation.
 - If you do not raise any disputes within the 90-day period, it shall be deemed that you agree to all of the entries in the statement or confirmation. Contents of the statement or confirmation shall then be conclusive and binding on you and you agree not to dispute such contents save for manifest error.
 - The balance as shown on the statement is for reference only. The record of the Bank, including all unrecorded transaction and account balance, shall be conclusive.
- 8.2 You will not however be liable as a result of non-notification within the 90-day period for the following unauthorized transactions:
- Unauthorized transactions of forgery or fraud by any third party in relation to which we have failed to exercise reasonable care

and due diligence; or

- Unauthorized transactions of forgery or fraud by our employee or agents; or other unauthorized transactions as a result of our default or negligence.
- 8.3 We may provide consolidated statements of your deposit and investment accounts. The statement for the particular account will prevail, if it is different from the consolidated statement.
- 8.4 We may send you statement(s) of account / confirmation to the address registered at our bank.
- ## 9. E-Statement Service
- 9.1 If you are an existing user of our online banking service, you may apply for our e-Statement Service. When using such service, you must maintain your status as a user of our online banking service, and we have the absolute discretion to refuse any application for registration of e-Statement Service.
- 9.2 Statements covered by the e-Statement Service include but are not limited to the transaction confirmations / comprehensive statements of financial investment accounts, transaction notices/comprehensive statements of Sheng Die Tong Bao accounts, and any other statements and/or reminders and/or notice in relation to exercise of rights as provided by us to you from time to time (collectively the "Statements").
- 9.3 You agree that messages could be sent to your designated email address or mobile phone number to inform you that the relevant statements are available for inspection. If there is any changes to your email address or mobile phone number, you shall reflect the change via our branches immediately. You acknowledge that the messages mentioned herein are indicative only, you shall take the initiative to check the Statements and notices via the e-Statements service from time to time, and shall not rely on the above-mentioned messages.
- 9.4 Any Statements sent to your online banking/ BOC Macau APP account will be deemed as having been delivered to you, in which you have agreed to review such Statement(s) on time. Statements up to and including the last 36 months of account history shall be available for enquiry. E-Statements enquiry are generally available 24 hours a day.
- 9.5 Some or all of the e-Statement Service may not be available for certain period of time due to repair and/or computer or system failure or anything outside our control. We shall not be liable for the unavailability of the e-Statement Service.
- 9.6 In general, paper statement(s) will not be sent to your postal address after your registration for e-Statement Service has become effective. (except as otherwise contracted with our bank)
- 9.7 You may apply to terminate the use of e-Statement Service at any of our outlets. Termination of e-Statement Service will be effective after

30 days upon our receipt of your application in writing or on the date designated by us.

- 9.8 We shall make all reasonable efforts to ensure the safety of the e-Statement Service. Notwithstanding the above, the Internet and/or emails may be subject to certain IT risks and disruption, including but not limited to undelivered emails, delayed receipt of emails or network attack on mailboxes, etc., we do not guarantee the security and confidentiality of any information sent via the e-Statement Service.

10. Overdue interest

Interest shall accrue on all sums payable by you from the due date or, if earlier, the date we paid the sum on your behalf to the date of actual repayment (before and after judgment). Such interest is calculated at the rate for interest on unarranged or temporary overdraft in the list of fees and charges issued by us from time to time, for the actual number of days divided by 360 or 365 according to our practice for the relevant currency, and will be compounded in accordance with the terms of the applicable law.

11. Charges

- 11.1 Fees and charges may be charged or changed by us from time to time after giving notification to you. The current list of our fees and charges is available upon request. The sums of fees and charges paid will be shown in your account statement, or in separate advice.
- 11.2 You shall pay for our fees and charges, and all out-of-pocket expenses including sums payable in respect of your investments, amounts we paid on your behalf together with interest thereon at our rate for interest on unarranged or temporary overdraft, our agents' fees and expenses, the fees and levies of exchanges, clearing houses, registrars and regulatory authorities, and taxes. You shall pay in the amounts and within the time period as specified by us.
- 11.3 Paid fees and charges are not refundable.

12. Your representations

- 12.1 You represent to us that:
- (a) unless you have notified us otherwise in writing, you are the sole beneficial owner of your accounts, which are free from any third party claims or interests and you will enter into each transaction as principal and not as agent for any other person;
 - (b) all documents you deliver to us are valid and complete;
 - (c) you have made your own independent decision to enter into each transaction and have exercised as to whether the transaction is appropriate for your own judgment or adopted advice from such third party adviser as you consider necessary to decide whether the transaction is suitable for you; you understand and accept the

terms and risks of the transaction and will not rely on our advice or recommendation;

- (d) you have full capacity and authority to perform your obligations under these Conditions and each transaction;
 - (e) the performance and enforcement of your obligations will not violate any laws or regulations; and
 - (f) your obligations are legal, valid and enforceable in accordance with their terms.
- 12.2 If you hold a client account, you represent and undertake to us that:
- (a) you have conducted customer due diligence procedures as rigorous as ours and equivalent to, or more stringent than, those prescribed by the Monetary Authority of Macau;
 - (b) you have put in place reliable systems to verify client identity;
 - (c) you have proper systems and controls in place to allocate funds in the pooled account to the individual underlying clients; and
 - (d) we may make reasonable enquiries about transactions passing through the accounts.
- 12.3 Renminbi merchants represent to us that:
- (a) all Renminbi you deposited are normal income derived from your business of provision of personal consumption services (e.g. retail, catering or accommodation) in the Macau Special Administrative Region; and
 - (b) you are not engaged in foreign exchange, trading, capital transaction (in real estate, securities or other respects), gambling business, or any improper or illegal activity, and will not deposit any funds to us or make any transaction with us for the interest of any other person.
- 12.4 All Renminbi will be deposited into your designated account after being exchanged at our spot exchange rate at the time when you deposit the funds.
- 12.5 We may refuse to accept deposit of any Renminbi funds or any portion thereof, including any amount we considered to have exceeded your normal amount of deposit.
- 12.6 These representations are deemed repeated on the day each transaction is entered into and will survive termination of our services.

13. Limit of our liability

- 13.1 Unless caused by our wilful misconduct, we are not liable for:
- (a) any delay or interruption in your having access to an account or service, or any inability to use an account or service;
 - (b) any loss, error, delay, misdirection, corruption or unauthorized alteration or interception of a message sent through the internet, telephone or any other means, or any unauthorized access to a service, account or information;
 - (c) (in the absence of gross negligence) any failure to execute or

- error in executing your instructions;
- (d) any error, malfunctioning, interruption, suspension or failure of any software, equipment or system;
- (e) anything including any computer virus which may impair the functions of a computer system; or
- (f) any loss or damage arising from termination of your account or any service provided to you.

13.2 We shall be not liable for any loss caused by a third party, government, market disruption or any event beyond our control. We are not liable for any act or omission unless the same is due to our gross negligence or fraud. We are not obliged to account to you if our relevant office is prohibited to act.

13.3 We are in any event not liable for any indirect, special, incidental or consequential damages.

13.4 Any information or advice provided by us is for your reference only. Unless otherwise expressly stated, it does not constitute an offer. You shall bear the risk for relying on such information or advice. We do not provide any advice. Our employees and agents do not have authority to provide any advice to you. No information provided by us shall be regarded as a piece of advice. You acknowledge that we do not provide any representation, guarantee or security as to the outcome of any investment. Any price, rate or other quotation provided by us is only indicative, unless otherwise expressly stated, and it may be changed without notice until we have confirmed acceptance of your offer. Unless otherwise expressly stated, the prices payable by you do not include, and you will in addition pay, applicable taxes, duties, levies, fees and expenses.

13.5 If we are liable for any damages, our liability will be limited to the amount of our fees for the transaction.

13.6 We have no duty to verify the validity or authenticity of any documents or the title to your property to be received or held by us.

13.7 We have no duty to enquire whether any person involved in the issuance or management of any investment has fulfilled his/her obligation.

13.8 These limits of our liability operate to the extent permitted by the applicable law.

14. Indemnity

14.1 You will keep us and our officers and employees indemnified against any liability, loss or expense (including tax or levy) arising from your instructions, your account or the provision of a service to you.

14.2 You shall indemnify us against any act or omission by you or your employees or agents including any breach of these Conditions or the terms, conditions or rules applicable to an account, service or transaction. You shall pay us all expenses (including legal fees) in

- reasonable amounts and reasonably incurred in the exercise or enforcement of our rights including in recovering any sum from you or in obtaining any advice we consider necessary in relation to your account.
- 14.3 We may employ third party agencies to collect overdue sums from you.
- 15. Anti-Money Laundering (AML) and Counter-Financing of Terrorism (CFT)**
- 15.1 Before entering into a business relationship with you, the Bank shall conduct identification and due diligence, on you and your beneficial owners, in accordance with the AML/CFT laws, regulations, and regulatory guidelines, as well as the Bank's AML/CFT policies.
- 15.2 You agree and commit to:
- (a) act in accordance with the laws and regulations of Macau Special Administrative Region and any other jurisdictions, the AML/CFT policies of the Bank and the Bank's headquarters, which includes prevention of money laundering, terrorist financing, sanction, bribery, corruption, actual or attempted tax evasion, and fraud, etc.;
- (b) comply with the Bank's due diligence measures as required from time to time, including but not limited to general due diligence, enhanced due diligence, special due diligence, regular and continuous review, and monitoring measures;
- (c) provide and disclose all information and documents as the Bank considers sufficient and satisfactory, including but not limited to the certificate of confirmation and identification for you and your beneficial owners, the business type and nature of legal arrangement, ownership and control structure, the purpose and intended nature of the business relationship, fund and wealth sources, the reason for the proposed or executed transaction, and information and documents required by the Bank from time to time for the Bank to comply with the abovementioned laws, regulations, and regulatory guidelines.
- 15.3 The Bank has absolute discretion to take any actions deemed appropriate to comply with all relevant laws, regulations, policies, and requirements. You agree and commit to cooperate with the Bank when required from time to time. The abovementioned actions include, but are not limited to:
- (a) screening, intercepting and investigating any instruction, drawdown request, application for services, payment or communication sent to/by you, or on your behalf, to/from your account;
- (b) requiring you to provide information and documents as the Bank considers necessary;
- (c) investigating your source of funds or the identity and background of your counterparties and making further inquiries, regardless of whether they are subject to sanctions, or on any sanction list;
- (d) delaying, blocking, suspending or refusing to process any payment or instruction given to or issued by you according to the Bank's risk control requirements;
- (e) refusing to process transactions involving certain persons or entities;
- (f) terminating the relationship between the Bank and you;
- (g) reporting suspicious transactions to any relevant authority; and
- (h) taking any other actions necessary for the Bank or the Bank's headquarters to meet legal, regulatory or compliance obligations.
- 15.4 To the extent permissible by applicable law, neither the Bank nor the Bank's agents shall directly or indirectly be liable for any loss or damage suffered by you or a third party, caused in whole or in part in connection with financial crime compliance.
- 15.5 Under the following circumstances, the Bank has the complete right to take control measures, such as restricting transactions, closing accounts, and terminating services, without prior notice:
- (a) you intentionally provide the Bank with inaccurate or incomplete information or documents;
- (b) you refuse to cooperate with the Bank to carry out due diligence;
- (c) there are any suspected illegal activities related to your transactions, such as money laundering, terrorist financing, bribery, corruption, tax evasion, and fraud, etc.;
- (d) you are included on any relevant sanction list of mainland China, Macau Special Administrative Region, any country or district, any international or regional organization, or your transaction involves a violation of relevant sanctions;
- (e) any account under your name is operated or controlled by a third party by way of lending or selling, regardless of whether payment is received;
- (f) the Bank executes an order or meets a requirement put forward by a relevant authority;
- (g) other circumstances as the Bank may consider necessary to take control measures.
- 16. Set-off and lien**
- 16.1 If any sum is payable by you but unpaid, we may, combine all or any of your accounts anywhere with any of us and all your liabilities (whether actual or contingent, future or existing, alone or jointly with others, or owing to any of our branches). For such purpose, we may convert any currency into another currency at our spot rate, treat future liabilities as presently due after a discount by us to present value in a commercially reasonable manner, and estimate the amounts of contingent or unquantified liabilities. Security interest is not intended to be created.
- 16.2 We may debit one or more of your accounts for any sums (or part thereof) which is payable by you.
- 16.3 So long as you have any past, present, future or contingent liability (whether or not quantified) to us, you shall not, without our consent, withdraw or otherwise deal with any money, right or property in your accounts.
- 16.4 Your property (of any nature, wherever situate, and whether held by us for safe custody or otherwise) is subject to a lien in our favour. If you do not perform any of your obligations owed to us or any of our affiliates, we may sell any of your property or part thereof at such price, on such terms and by such method as we may determine. We may apply the net proceeds to reduce your liability (whether or not arising from these Conditions).
- 17. Rules**
- Both parties shall comply with the current version of our rules. Our rules have contractual effect.
- 18. Changes**
- 18.1 We may change our services, the manner of operation, any requirements, time limits or monetary amounts, or impose restrictions, or suspend or withdraw any services. We may vary the name of a service. We may change our business hours or the hours during which a service is available. Such changes may be made without notice and we shall not be held liable for any such changes.
- 18.2 We may change any terms, conditions or rules applicable to a service or an account at any time by giving prior notice to you. Such notice will be deemed to be duly and effectively issued to you according to Paragraph 20 of these Conditions. Any changes made by us will be valid and binding on you immediately upon giving notification to you.
- 19. Evidence**
- 19.1 You consent to and acknowledge that we can record our conversations with you without your permission.
- 19.2 Our accounts and records (in any form) shall be conclusive of the matters or facts therein stated and are binding on you i.e., you agree not to dispute them save for manifest error. You agree that such accounts and records will be admissible in any court or tribunal as evidence of the matters recorded in them.
- 19.3 All calculations, estimates and determinations by us shall be conclusive and binding on you. You shall not dispute them save for manifest error.
- 19.4 We may destroy any document relating to your account after recording it in a manner determined by us. Records will only be retained for the period as determined by us.

19.5 We may correct any error in any document or record.

20. Notice

Without prejudice to any other manner of notification, notices are deemed to be received by you:

- (a) on displaying for 3 business days in one or more of our banking halls in Macau Special Administrative Region;
- (b) 3 business days after publication as an advertisement in a Macau newspaper;
- (c) when posted on our website or BOC Macau APP;
- (d) when left at any of your address on our record, or 48 hours after mailing to such address or 7 days if the address is overseas;
- (e) when sent by electronic mail or message or facsimile to any of your email address or equipment or facsimile number on our record; or
- (f) when communicated including by leaving a voice message, if by telephone or other oral communication;
- (g) notwithstanding return of the post (in the case of a mailing), or your death or incapacity.

21. Termination

- 21.1 You may terminate an account or service after you have given 30 days' prior notice to us, complied with our requirements and paid our fees. A shorter notice period may be accepted by us.
- 21.2 We may at any time, by giving 30 days' prior notice to you and without giving a reason, terminate your account. The notice may, if necessary, take effect immediately. We may terminate an account with a zero balance without giving prior notice.
- 21.3 Within 7 days (or such longer period as we agree) after the termination of your account, you shall give us instructions for the delivery (at your own risk and subject to our rights) of your property (if any), and pay for all relevant fees and expenses. If you have not done so, we will continue to hold the property at your risk and subject to our rights, free from any obligations under these Conditions. No interest will be payable on any credit balance as from the date of termination.
- 21.4 Termination of an account or a service will not affect the accrued rights or subsisting transactions. We may at our discretion cancel, close out or complete any outstanding instruction or contract. Part 1, Paragraphs 3 (Information), 6 (Payments / delivery), 10 (Overdue interest), 13 (Limit of our liability), 14 (Indemnity), 16 (Set-off and lien) and 19 (Evidence) will survive termination.

22. Miscellaneous

- 22.1 The terms and conditions applicable to an account or a service shall apply to all outstanding and future transactions.

- 22.2 You shall, where necessary, obtain and maintain at your own cost suitable equipment, facilities and connections (including computer, software and communications connections) to use a service. You are responsible for all telephone, internet service and other charges incurred.
- 22.3 You may not without our prior consent assign, transfer or [pledge / encumber] your account or any transaction with us. We may assign or transfer all or any of our rights and obligations.
- 22.4 Our rights shall not be affected by your death, incapacity, dissolution or wound up, prohibition on dealing with properties, quasi-prohibition on dealing with properties, change in company organization, amendment of the company's articles of association or insolvency.
- 22.5 In the terms or conditions applicable to a service, unless the context otherwise requires, "we" and all references to us include our successors and assigns. "You" include your successor, administrator and curator, etc. Words importing the singular include the plural and vice versa. "Business day" means a day on which banks are open for business in the Macau Special Administrative Region. "Including" is not a word of limitation. "Person" shall include all legal entities with or without legal personality. Headings are for ease of reference only and do not affect interpretation. Our terms and conditions are drafted in simple language.
- 22.6 These Conditions constitute the entire agreement and understanding of the parties with respect to their subject matters and supersede all oral communication and prior writings with respect thereto.
- 22.7 Our rights are cumulative, may be exercised repeatedly and are not exclusive of the rights and remedies provided by law.
- 22.8 A failure or delay in exercising our right will not operate as a waiver, and a single or partial exercise of our right will not preclude any further exercise of that right or the exercise of any other right.
- 22.9 If any provision or part thereof is invalid, all other provisions remain in full force and effect.
- 22.10 Our terms and conditions and all transactions with you are, unless otherwise agreed, governed by the laws of Macau Special Administrative Region. The parties submit to the jurisdiction of the Courts of Macau.

Part 2: Banking services:

1. Collections / payments in

- 1.1 We may decline (without providing a reason) or accept (subject to conditions) an item for collection. You shall pay for our collection expenses, including our charges and those of the paying bank and any correspondent banks. We shall clarify any ambiguity before debiting your account. In the absence of gross negligence, we are not liable for any failure, delay, loss or damage incurred in the process of collection or caused by the failure to collect. Unless specifically agreed, we will

not arrange for protest or similar actions to be taken.

- 1.2 We may recover from you any loss or expense (in the amounts determined by us) arising from the non-payment, for any reason, of an item whether or not we have discounted the item or permitted you to draw against or use it. We may return any document or item by post to you which the risk involved shall be borne by you. We are not required to show or return the original item to you.
- 1.3 You shall confirm that you are the sole owner of all items you ask us to collect or discount for you. We may at our discretion select which items to purchase and which to collect.
- 1.4 For the bill drawn on a bank in the Macau Special Administrative Region for collection by us, the interest will be accrued after crediting your account.
- 1.5 Interest will only accrue after the funds of an inward remittance are credited to your account.
- 1.6 For incoming payments, unless otherwise instructed by the remitting bank, we will promptly credit the remitted funds to your account after the confirmation of the receipt of the funds and conducting any necessary checking.
- 1.7 For anti-money laundering prevention or any necessary checking, we may refund related incoming remittance, in its absolute discretion without prior notice to or approval of you. Also, we may, on request by our correspondent or the paying bank, and without any liability, refund any amount collected that has not been paid out to you.
- 1.8 Our record of any items deposited by you shall be binding on you.

2. Payments out / remittances

- 2.1 A payment instruction may only be acted on if there are sufficient cleared funds in the relevant currency in your account for a full payment, and if our requirements have been duly complied with. Such requirements may include amount limits, and restrictions on the office from which a withdrawal may be made. In particular, withdrawals in cash or by electronic means may be subject to limits.
- 2.2 Whenever you need to withdraw a substantial amount of cash, the Bank has the right to determine whether to act upon your request or to pay you by other means. If the cash withdrawal request has been accepted, you shall contact the Bank during the business hours for making an appointment for the cash withdrawal. However, the Bank shall have the right to determine when the withdrawal shall take place.
- 2.3 If we make a payment to you or your representative including payment by cheque, while there are no sufficient cleared funds in your account or the payable amount exceeds your overdraft limit, you shall repay us such insufficient amount together with interest and other bank charges accordingly.
- 2.4 We are authorized to make payment to the person with a withdrawal

- instruction purporting to be signed by you, but your personal attendance may still be required.
- 2.5 A request to stop or alter a payment may be subject to sufficient proof, indemnity, and, in the case of a draft issued by us, the return of the original draft. We shall not be held responsible for the failure to stop or alter the payment; any charges incurred therein will not be refunded. A refund may only be made after we have confirmed with a correspondent or the receiving bank that the payment order has been cancelled, and after receiving cleared funds and deducting all expenses and, if applicable, converting the payment currency into MOP/HKD dollars at our spot rate. We shall not be liable for any delay or loss caused by exchange rate movements, interest or for any other matters.
- 2.6 In the absence of gross negligence, we shall not be held responsible for any delay or failure in effecting a remittance or delivering any item. We shall not be held responsible for the timing of when the receiving bank pays your payee, the receiving bank's fails to pay the payee, or to recover any payment from the receiving bank. Our correspondent bank and we may do or refrain from doing anything that they or we believe is required in order to comply with any applicable foreign law, regulation or custom. You shall be bound by all such actions and omissions.
- 2.7 Funds remitted out of the Macau Special Administrative Region may be subject to currency conversions in the Macau Special Administrative Region or at the destination. Unless otherwise agreed, a remittance may be made in the currency of the country in which the payment is to be made, and charges (including those of our correspondent bank) may be deducted before payment is made to the payee.
- 2.8 We are not responsible to advise you on the requirements of any local or foreign law, regulation or custom including exchange control. You are advised to make your own enquiries. We are not required to inform you in advance of our correspondent bank's charges.
- 2.9 We may remit an amount to, or draw a draft payable at, a place different from that required by you if we believe that it is necessary to do so.
- 2.10 If a provisional exchange rate is adopted in your application for a remittance or draft, we may debit any deficit or credit any gain to your account without prior notice after we have determined the applicable exchange rate.
- 2.11 We will take reasonable steps to comply with your value date for a remittance, but do not guarantee that your request can be met. The time of receipt by the payee or his correspondent bank will be subject to the local and overseas cut-off time and other procedures.
- 2.12 You agree and acknowledge us to disclose your personal information and information relating to your remittances to us, other financial entities and authorities involved.
- 2.13 A service that permits payment to third party accounts involves different risks, for example, an unauthorized person obtaining access to your account may make payment to third party accounts.
- 2.14 Renminbi will only be processed by telegraphic transfer. Remittance debit account, maximum limit of remittance amount and payment purpose shall be complied with the regulations of any local or foreign authorities.
- 3. Bank accounts**
- 3.1 Interest shall be payable by us on your credit balance for certain accounts, which will be calculated at the rate, and be credited to your account at the time as determined by us from time to time. Different rates are applicable for different currencies. Interest will be calculated for each day over a 360 or 365-day year according to our practice for the relevant currency.
- 3.2 If a passbook is issued for your account:
- (a) the passbook should be presented for every over-the-counter transaction. Please check the passbook after each transaction to ensure that proper entries have been recorded;
- (b) the passbook is for your reference only and may not show the correct balance, for example, a transaction may have been made without an entry in the passbook. The balance as shown in our records shall be the correct balance.
- 3.3 If your account comes with a BOC card only, without a passbook:
- (a) the BOC card must be presented for over-the-counter services;
- (b) the usage of the BOC card shall be subject to Part (2) Paragraph 10 "BOC card" of these Conditions.
- 3.4 Please take due and proper care of your passbook/BOC card. In case of card loss, please report to us promptly. We shall not be held responsible for any payment made within a reasonable period of time before we acknowledge receipt of such report of card loss from you. A new passbook/BOC card will be issued subject to satisfactory provision of indemnities, explanation, and payment of our charges by you.
- 3.5 The passbook/BOC card shall remain the property of the Bank and is non-transferable. The passbook shall not be tampered with in any manner.
- 3.6 We may charge fees or adopt a zero interest rate if your account balance is less than the minimum amount required by us, or if your account is inactive for such time as specified by us. Restrictions may apply to transactions of an inactive account.
- 3.7 We may levy charges on credit balance.
- 4. Cheques**
- 4.1 Cheques should only be drawn on the form provided by us, and should only be used for the accounts permitted by us.
- 4.2 You shall be responsible for all losses caused by your failure to exercise reasonable care in drawing cheques or if the means or manner that you draw the cheques facilitates alteration, fraud or forgery.
- 4.3 On receiving a new cheque book, please check the serial numbers, account number, your printed name and the numbering of the cheques. Please promptly report any irregularities to us.
- 4.4 Please keep your cheque books under lock. Please promptly report the loss of any cheque to us. We shall not be liable for any payment made in spite of your request to stop payment or your report of a lost cheque before we have a reasonable period time to process such request or report.
- 4.5 We may return a cheque as unpaid if it is incorrectly completed, altered without your full signature or mutilated. Charges will apply under these conditions.
- 4.6 In case multiple cheques are cashed at the same time, we may determine the payment order of the cheques without being held liable in relation thereto.
- 4.7 After closing your account we may return any cheque subsequently presented as unpaid without being held liable in relation thereto.
- 4.8 You shall return all unused cheques to us upon closing of your account.
- 4.9 A "cheque" includes, to the extent applicable, a cashier's cheque, a draft and other payment instrument.
- 5. Deposits**
- 5.1 Fixed and other deposits may only be made in the currency and minimum amount, for the period and at the rate finally accepted by us and as stated in a deposit confirmation issued by us. Any other rates and information provided by us are not binding.
- 5.2 Please examine each deposit confirmation carefully, and notify us immediately of any error.
- 5.3 Fixed Deposits shall not be uplifted before maturity. We may permit an early uplift subject to payment of our losses, expenses and charges (in the amounts determined by us). No interest will be payable on the deposit if an early uplift is permitted.
- 5.4 Interest on a fixed deposit is only payable at maturity. Interest is calculated on the principal amount of the deposit at the agreed rate for the number of days from the effective date of the deposit up to but excluding the maturity date.
- 5.5 In the absence of renewal instruction, interest on the fixed deposit will cease to accrue up to the maturity date; interest on the deposit after the maturity date will be calculated on a daily basis at a fluctuating rate (savings deposit rate) quoted by the Bank.
- 5.6 If you have agreed to set up a deposit by placing several sums on specified dates, no interest will be payable unless you have duly placed

all sums. If any specified date falls on a non-business day, the sum shall be payable on our preceding business day.

5.7 Monthly Deposit Savings Plan

- (a) You agree to pay each installment on time. If an installment would otherwise be due on a non-business day, you shall make payment on our preceding business day or ensure that there are sufficient funds in your account on the due date for payment.
- (b) The total amount of principal and interest payable at maturity will be stated in the confirmation. If any installment has not been paid on time, we may reduce the interest payable by an amount determined by us.
- (c) If any failure to make monthly payment over three months, we will give more a 14day grace. If you can't make up the monthly payment in the grace period, it will be considered breaking the contract. You need to terminate the deposit in person and there will be no any interest.

6. Foreign currencies

6.1 "Foreign Currencies" mean any currencies involved in foreign currencies transfer transactions.

6.2 Unless expressly stated to be a notes account, all foreign currency accounts are telegraphic transfer (T/T) accounts. Deposits of bank notes into a T/T account is not permitted unless we agree otherwise, and which will be subject to payment of the difference in exchange rates and our charges.

6.3 We may pay for withdrawals after deducting our charges by one or more of the following methods as determined by us :

- (a) by a telegraphic transfer made in the currency concerned by any of our banks in the currency issuing country of the deposit;
- (b) by a draft made in the currency concerned by any of our banks in the currency issuing country of the deposit;
- (c) subject to availability of the Bank, in cash in the relevant currency;
- (d) by payment in HKD/MOP dollars at our T/T buying rate or bank notes rate (at our choice).

6.4 Deposits in foreign currency notes may be accepted at our discretion, subject to payment of our charges.

7. Renminbi

7.1 We only accept application for Renminbi deposits by individuals holding valid and legal residential certificates of the Macau Special Administrative Region (we may need to make copy of the same for records). Renminbi deposits by non-private clients are subject to restrictions of the relevant applicable laws and regulatory rules, please contact our staff for details.

7.2 We may refuse accepting Renminbi deposits or provision of services without providing any reason, and shall not be liable as a result thereof.

7.3 Personal Renminbi business shall be governed by the People's Bank of China, the State Administration of Foreign Exchange of the People's Republic of China and the Monetary Authority of Macau, and the regulations of the above institutions and clearing banks shall be complied with.

7.4 We may take all necessary measures for the compliance with the rules and laws of the People's Bank of China, the State Administration of Foreign Exchange of the People's Republic of China, the Monetary Authority of Macau, the clearing banks and any other regulatory authorities. We may provide information in relation to your accounts to the clearing banks and supervisory authorities.

7.5 We may, from time to time, set restrictions only applicable to Renminbi transactions.

7.6 We have the right to refuse accepting Renminbi deposits by minors since it involves foreign exchange trading.

7.7 We have set requirements on minimum deposit amounts (please contact us for details).

7.8 We have the right to refuse accepting Renminbi deposits without providing any reasons.

7.9 Renminbi saving deposits

- (a) Client may, at any time during the business hours, visit our branches to apply for Renminbi withdrawal, deposit and transfer services.
- (b) Direct withdrawal or deposit of Renminbi in cash by the client is subject to our approval, and service charges or any difference thereof as determined by us shall be paid.
- (c) Client who requests to withdraw Renminbi in cash shall be subject to the actual inventory of our paying branch or appointment for withdrawal shall be made.
- (d) As the Renminbi clearing market is closed earlier than our closing time, we have the right of not to provide Renminbi exchange service after the designated time.
- (e) The interest rate of Renminbi saving deposits will be adjusted in response to market changes, for which we will not give any prior notice.
- (f) Interest will be calculated based on the daily balance and payable once at the end of each month.
- (g) No interest will be paid if the deposit in an account is less than the minimum deposit balance as required by us.
- (h) We have the right to charge additional transaction fees for all kinds of Renminbi withdrawal or deposit transactions.
- (i) Deposit and withdrawal of Renminbi deposits after exchange are subject to maximum limits. We have the right to refuse accepting

any exceeding portion as requested by the client, or return the exceeding portion to the client in other payment methods.

- (j) We have the right to charge account management fee for the Renminbi accounts, which may be determined on a daily/monthly basis. Such charges or fees shall be applicable to the account holders once a notice in relation thereto is posted at our lobby, and we have the right to deduct such charges or fees from their accounts directly.

8. Precious metals

8.1 Precious metals trading

- (a) You may buy precious metals with your accounts, and sell the precious metals available in your accounts. Each transaction will be carried out based on the price offered by us (as the principal) and shall be subject to the minimum amount as determined by us. You may sell all (but not exceeding) precious metals in your accounts. You shall give instruction to buy or sell with a form designated by us. Transaction shall be concluded when our authorized person confirms your instruction or when we send you electronic confirmation. Details of each transaction will be set out in your instruction as confirmed by us or our confirmation.
- (b) At the time when each transaction is entered into, we may deduct the price payable by you from your settlement account, and deposit the amount of precious metals you purchased into your account. Without prejudice to our rights, if the funds in your settlement account are insufficient, we may use all of the funds in your settlement account to purchase precious metals (including odd lots of metals), and terminate the rest of the transaction. You are not allowed to sell the precious metals unless you have paid the purchase price in full.
- (c) After the selling transaction is concluded, we may deduct the number of units of precious metals sold from your account. After deduction of the relevant fees and if time allows, we will deposit the proceeds from the sale into your settlement account on the same business day or (if time does not allow) the next business day.
- (d) We will not deliver physical precious metals to your account, and we will not hold physical precious metals. You do not have any rights in respect of any physical precious metals, instead, you only have the right of recourse against us.
- (e) All payments will be made in MOP/HKD.
- (f) Transactions will only be carried out during the business hours as determined by us. Transactions of certain precious metals may not be carried out on Saturdays.
- (g) We will declare the instructed purchase prices upon your request,

- unless we are unable to do so. We are not obliged to transact based on such prices.
- (h) We may act through another bank acting as an agent, which would benefit both the agent and the principal.
- 8.2 Fees and taxes
Upon our request, you shall pay all fees and charges in relation to each transaction, as well as all taxes, duties and levies in relation to each transaction and your accounts.
- 8.3 Death or incapacity
In case of your death or incapacity,
- (a) purchase transaction may not be carried out by the administrator of your estate or the authorized person of the administrator of your estate;
- (b) any instruction to sell signed by your personal representative or other legal representative will only be accepted upon delivery of documents as required by us.
- 8.4 Closing an account
- (a) You may close an account after selling all precious metals in the account, returning the passbook to us and complying with our procedures.
- (b) In case the balance of an account is zero during the minimum time period as determined by us from time to time, we may terminate the account without giving notice to you.
- 9. e-Banking Services**
- 9.1 You may access through the Internet, telephone, or other electronic network or devices as advised by us for electronic Banking Services as provided by us on the relevant channel from time to time. Your instructions may be processed automatically by computers without any supervision.
- 9.2 By subscribing to an electronic banking service, you acknowledge that you have the appropriate equipment and facilities, and agree to receive our electronic communications, which may be sent in lieu of paper or other communications.
- 9.3 You will not access our electronic banking services except with an equipment (and software) and in a communications format permitted by us, or for any purpose other than to access an available service in a reasonable manner. You shall ensure that the contents of a message sent by or on your behalf are not in breach of the applicable law.
- 9.4 As between the parties, a contract concluded by electronic messages is concluded in the Macau Special Administrative Region and at the time when our final confirmation of your instructions is sent.
- 9.5 Electronic messages are treated as a document in writing signed by the sender. Neither party shall contest the validity of a contract concluded by electronic messages on the grounds of the form that it was concluded.
- 9.6 If a re-confirmation from you has been sought by us, your instructions are not effective unless you re-confirm within the time required by us.
- 9.7 If your instruction has not been accepted by our system for any reason (for example, after a cut-off time), please try again. Our system will not reprocess your instruction automatically. Our system may process your instruction without checking if it conflicts with other information.
- 9.8 We may accept or reject an instruction received by our system that is not related to an available service on the relevant channel.
- 9.9 You shall communicate with us through the same communication channel used for the particular transaction. We may use any other channels to communicate with you.
- 9.10 You acknowledge that an accepted instruction may be rejected by us on the basis of computer operations. You shall check whether your instructions have been duly executed. We will not notify you for any non-execution of instructions.
- 9.11 You acknowledge that electronic instructions given by your password may be used to register any accounts for the purposes of an electronic banking service, so that such accounts may become accessible by electronic instructions.
- 9.12 You will not alter, circumvent or interfere with the operation of our services or website.
- 9.13 Transactions and messages shown on or printed out from your computer or other equipment are for your reference only.
- 9.14 We may download information including identification data to your computer or equipment.
- 9.15 You are regarded as having received a communication when it is dispatched by our system or posted on our website.
- 9.16 Records will only be retained in our system or website for the period determined by us.
- 9.17 Hyperlinks to other sites are provided for your convenience only. They are not our recommendation or endorsement of the other sites. We are not responsible for the contents of the other sites, and have not verified their contents.
- 9.18 Our website is hosted by us and is connected to the Internet via an independent service provider, who is not our agent and for whom we are not responsible.
- 9.19 To the extent applicable, this Paragraph 9 also applies to BOC cards issued by us.
- 9.20 If you use the e-Banking services, you must observe all the terms for BOC e-Banking Services.
- 10. BOC card**
- 10.1 The BOC card issued by us is our property and is only intended for your own use. You may not rent your card out or lend it to someone else.
- 10.2 You will receive a BOC card and a password. You may use your card at any self-service machines, devices or channels designated by the Bank from time to time by the correct input of your password.
- 10.3 Renminbi related transactions by using BOC card with Renminbi account may be chosen and carried out at the ATMs at designated locations in the Macau Special Administrative Region, the Hong Kong Special Administrative Region and mainland China by following the operating instructions.
- 10.4 All transactions authenticated with a password shall be deemed transactions entered into by the cardholder. For security purposes, we reserve the right to temporarily suspend the use of the card when there is suspicion of fraudulent uses, forgery or counterfeiting. Whenever the previously mentioned cases are found, you must contact us immediately for verification and to take measures including reporting the loss to minimize the losses.
- 10.5 We shall not be held responsible if you cannot use your BOC card at any self-service machines, devices or channels, or whenever these devices or channels malfunctioning, or the card cannot be used temporarily for events of force majeure, failure of electricity supply, system or communication network or any reasons that are beyond our control.
- 10.6 To the maximum extent permitted by applicable law, we may cancel, withdraw or refuse to replace the card issued to you at anytime without prior notice or reasons and ask you to return the card immediately. You shall be responsible for any charges incurred before your card has been returned to us.
- 10.7 You must report to us immediately if your BOC card has been lost or stolen. You will be responsible for all charges incurred before the report for card lost is completed and after the report for card lost no longer takes effect. After the procedure for card lost is completed, the card cannot be used anymore.
- 10.8 We shall not be liable for any goods or services you purchased with the card or password. All disputes that arise between you and the merchants shall be resolved by yourselves. We will not be liable and you may not refuse to repay any payment due to us for these reasons.
- 10.9 An annual fee will be charged for the BOC card you have applied. The annual fee for the first year will be debited from your account directly. The annual fee for the subsequent years will be debited directly from your account (if applicable). If you fail to pay the annual fees, we have the rights to suspend your use of the BOC card without giving any notice to you. Service for the card will only be restored after you come personally to our bank to re-apply for the service and pay for all the outstanding fees.