

GREAT WALL INTERNATIONAL CREDIT CARD GENERAL TERMS AND CONDITIONS

These Terms and Conditions govern the Credit Card Agreement between Bank of China (UK) Limited and You, the Card Holder. You can ask for a copy of Your Credit Card Agreement at any time free of charge.

Please note that the Consumer Credit Act does not apply to corporate entities or partnerships of four or more partners. If You are limited company, limited liability partnership or other corporate entity, your Credit Card Agreement will not be regulated by the Consumer Credit Act. The provisions of the Consumer Credit Act and any headings or notices in this Agreement pursuant to the Consumer Credit Act are not applicable.

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 terms and conditions, as amended from time to time in accordance with the terms set out in the Agreement.

“**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 Great Wall International Credit Card issued to You and also to an Additional Cardholder on Your Account.

“**Card Holder**” means You, the person or organisation entering into this Agreement with Us, being an individual, partnership, limited partnership, limited liability partnership, limited company, charity, public authority or other entity (corporate or otherwise).

“**Cash Advance**” or “**Cash Withdrawal**” means any of the following which is identified to Us as a cash transaction:

- any cash withdrawal made using Your Card;
- any purchase of travellers' cheques, foreign currency or money orders made using the Card; or
- any purchase made using the Card in a gambling establishment (this can include non-gambling purchases, such as food and drinks).

“**Creditor**” means Bank of China (UK) Limited.

“**Credit Limit**” means the maximum debit balance allowed on the Account, which We may change from time to time. We will not increase the Credit Limit unless You agree to this.

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

“**Security Credentials**” means any features which are personalised to You and which You use to access Your Account online, or which You use together with the Card in order to authorise a Transaction. Examples of Security Credentials include a PIN, authorisation code, password or biometric information such as a fingerprint for mobile banking.

“**Pound Sterling**” means Great British Pound.

“**Third Party Provider**” means any online provider that You authorise to access Your Account. Depending on the authorisations You give them, Third Party Providers will have access to all of the information on Your Account and may also be able to give certain Transaction instructions, as if they were You. Many Third Party Providers will be authorised by the UK Financial Conduct Authority (FCA), or by the equivalent regulatory body in another country in the EEA. If You are thinking of using a Third Party Provider, You should ask it for details of its authorisation (if it has one) and check these Yourself (the FCA's online register can be found at <https://register.fca.org.uk>). You should also make sure You are comfortable to give a Third Party Provider access to Your Account.

“**Transaction**” means any payments made for goods or services or any Cash Advance obtained by the use of the Card (including any e-wallet or device such as a mobile phone on to which the Card details have been loaded), Card details, PIN or other Security Credentials.

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

“**We**”, “**Us**”, “**Our**”, “**the Bank**”, means Bank of China (UK) Limited, and includes Our successors and anyone to whom We transfer Our rights and obligations under the Agreement.

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

2. USING THE CARD

- 2.1. You can use the Card to carry out Transactions. We do not permit balance transfers or money transfers. Where you carry out a Transaction, the amount will be debited from your Account once the payment has been settled with the retailer or supplier. This means there may be a delay between You using Your Card and the Transaction appearing on Your Account. The Transaction will usually show on Your Account within FIVE (5) Business Day of Us receiving settlement details.
- 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. You can request a change in Your Credit Limit at any time but We do not have to agree to this.
- 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.
- 2.6. The Card remains Our property. We, or anyone acting for us, may keep the Card at any time. For example, We may withdraw the Card and instruct any third party to keep hold of it if You try to use it.

3. REPAYMENT

- 3.1. Payments to the Account will not reduce Your Available Credit 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 condition 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.
- 3.7. You should not make payments or fund transfers that place the Account in credit. If You do, We can return to You any credit balance on the Account. No interest is payable on any credit balance.
- 3.8. If a bank or building society tells Us that they have made a payment into Your Account by mistake, We are obliged to co-operate with them and

help them recover the mistaken payment. We must provide them with all relevant information they need to collect the payment. If the payer's bank or building society is unable to recover the funds from Us and the payer asks them to do so, they will provide all relevant information they have to the payer so that the payer can claim repayment. This information will include Your name and contact address.

4. ALLOCATION OF PAYMENTS

- 4.1. 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.
- 4.2. If the payment is not enough to pay off all Transactions at a particular interest rate, We will pay off Transactions charged at that interest rate in the following order:
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.
- 4.3. 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.
- 4.4. Once Your Account is no longer in arrears, the order of payments will follow the order explained in condition 4.2 above.
- 4.5. If You pay more than the amount due shown on Your statement, We will apply payments to amounts due shown on Your statement first. We will then apply payments to amounts that have not yet appeared on Your statement in the order explained in condition 4.2 above.
- 4.6. Where a retailer or supplier refunds a payment made using Your Card, the amount of the refund will be credited to Your Account when We receive an acceptable refund voucher. The refund will be treated as a payment towards Your Account balance and allocated as explained above. This means that it may not pay off the specific Transaction it related to.

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 corporate credit cards. This will be debited to the Account when Your Account is opened, and annually thereafter.
- 5.2. When You use the Card for a card transaction in a currency other than Pound Sterling, We will convert the amount into Pound Sterling at the relevant exchange rate on the day of the transaction being cleared by relevant channels. If the transaction is cleared through Bank of China's network in China, the relevant exchange rate will be the Bank of China exchange rate. You can obtain information about this rate by contacting Us, our details can be found at the end of this Terms and Conditions. In all other cases, the exchange rate will be set by Visa and information about this rate is available on Visa's website <https://www.visa.co.uk/support/consumer/travel-support/exchange-rate-calculator>.

6. AUTHORISING TRANSACTIONS

- 6.1. A Transaction will be regarded as authorised by You or an Additional Cardholder where You (or an Additional Cardholder, or a Third Party Provider) authorise the Transaction at the point of sale by following whatever instructions are provided by the retailer or supplier to authorise the Transaction, which may include but are not limited to:
 - entering the PIN or providing any other Security Details;
 - signing a sales voucher;
 - providing the card details and/or providing any other details requested;
 - if the Card is contactless, holding the Card near the card reader;
 - using an e-wallet, or device such as a mobile phone, on to which the Your Card details have been loaded, where this technology is available;
 - using a Card and PIN and make a request for a Cash Advance at an ATM or at any bank counter;
 - providing biometric confirmation, where this technology is available (for example, by using Your fingerprint or facial recognition software).
- 6.2. Subject to Us making this facility available, transactions on Your Account may also be authorised by You (or an Additional Cardholder or a Third Party Provider) entering the necessary Security Credentials to log into Your Account and confirming the details of the Transaction to be carried out.
- 6.3. 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.
- 6.4. We will treat any instruction from a Third Party Provider as if it was from You.
- 6.5. We may be contacted (for example, by a retailer) to authorise a Transaction before payment will be accepted. We can refuse a Transaction, or delay processing a Transaction, where:
 - 6.5.1. We are not satisfied that it was authorised by You, any Additional Cardholder, or a Third Party Provider;
 - 6.5.2. We need to carry out further checks in order to comply with Our anti-money laundering, financial crime or other legal and regulatory requirements;
 - 6.5.3. We reasonably believe that there may be fraudulent activity or other financial crime affecting You, the Card, Your Account or the Transaction;
 - 6.5.4. the Transaction appears unusual compared to Your normal spending pattern;
 - 6.5.5. You have not paid Us Your minimum monthly payment by the payment due date;
 - 6.5.6. You have broken the terms of the Agreement in a way that We reasonably believe justifies Us in refusing or delaying the Transaction, and You have not put this right;
 - 6.5.7. We reasonably believe that You may have difficulty meeting your financial commitments if the Transaction occurs (for example, because Your financial circumstances have changed);
 - 6.5.8. We reasonably believe that processing the Transaction would breach the terms of the Agreement;
 - 6.5.9. the amount of the Transaction (and/or any charge for the Transaction) exceeds any spending limit on Your Card;
 - 6.5.10. the amount of the Transaction (and/or any charge for the Transaction) is in excess of Your Available Credit;
 - 6.5.11. You are subject to an order relating to Your bankruptcy (or if You are a business, Your liquidation, administration, receivership, dissolution or winding up), or You have entered into a voluntary arrangement with Your creditors; or
 - 6.5.12. We have suspended or terminated the use of Your Card (as explained in condition 8 below).
- 6.6. If We refuse a Transaction, in most cases You will be informed of this at the time You attempt to make the Transaction, and (where possible) You may be told how to correct any factual errors that led to the refusal. Otherwise You may contact Us and We will, if possible, tell You the reason for the refusal and You may be able to correct any factual errors which led to the refusal.
- 6.7. If a Transaction is processed which causes Your balance to exceed Your Credit Limit, this does not mean that We have agreed to increase Your Credit Limit. This could happen, for example, if We have not been contacted by a retailer to authorise a Transaction, or because a charge has been applied.
- 6.8. You cannot cancel a Transaction once it has been authorised by You.
- 6.9. We can deny a Third Party Provider access to Your Account if We reasonably believe that access to the Account by them, or any instruction We receive from them, is unauthorised or fraudulent. Provided it would not be unlawful for Us to do so, and it would not compromise reasonable security measures, We will tell You We intend to do this and tell You Our reason for doing so. If We are unable to inform You before We do this, We will tell

You afterwards without delay. We will restore a Third Party Provider's access once We are satisfied (acting reasonably) that there is no longer any justification for preventing their access to Your Account. If We suspend or end the use of Your Card (as explained in condition 8 below), this will also mean that any Third Party Provider will be unable to access Your Account.

- 6.10. We will not be responsible where You are unable to use your Card because We have refused the payment under condition 6.5, or where an ATM, retailer, supplier or other person declines to accept the Card for any other reason. 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 AND OTHER COMMUNICATIONS

- 7.1. 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. If You do not tell Us promptly (at the latest within thirteen (13) months of the date the amount of the Transaction was debited to the Account), You may not be entitled to have any errors corrected or claim any compensation for losses arising as a result of those errors.
- 7.2. If You receive any written communication from Us, You must immediately notify Us if anything in that communication is incorrect.

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 condition 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 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 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).
 - (ix) If you are no longer resident in the UK or notify us that you intend to leave or have left the UK.
- 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 in half through the signature box and magnetic stripe, and if You have a chip card ensure the chip is cut in half) and cancel any continuous payment authorities;
 - (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 YOUR SECURITY CREDENTIALS

- 9.1. You must sign Your Card in permanent black ink as soon as You and/or any Additional Cardholder receive it.
- 9.2. You must ensure that You and any Additional Cardholder take all reasonable steps to keep the Card safe and Your PIN and any other Security Credentials secret at all times. These steps include:
- 9.2.1. never recording Your Security Credentials (including Your PIN) in any way which could be understood by someone else;
 - 9.2.2. never disclosing Security Credentials (including Your PIN) to anyone, including Our staff and police. However, You can disclose Security Credentials to a Third Party Provider that You have authorised to access Your Account, where they need those Security Credentials in order to obtain access;
 - 9.2.3. never disclosing Your Card number, with or without the expiry details and security code, to any person. However, You can disclose this information to (1) a Third Party Provider (as explained above), (2) a retailer or supplier who is taking payment from You, (3) when reporting the loss or theft of the Card or (4) in any other case where We authorise disclosure;
 - 9.2.4. not keeping Your Card and cheque books together; and
 - 9.2.5. following any reasonable instructions which We give You or publish on Our website from time to time and which are intended to help You keep Your Card and Account safe.
- 9.3. If You have authorised a Third Party Provider to make payments out of Your Account on Your behalf and You wish to revoke their authorisation, You should inform them directly and make sure they no longer access Your Account. If You have shared Your Card details or Security Credentials with them and You are concerned that they are still using these, You should contact us as explained in condition 10.1.

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 or Account has been used or accessed without Your permission, You must advise Us immediately by calling Us on 0800 38 95566 (if calling in the UK) or +44 (020) 7282 8763 (if calling from overseas) and then confirm to Us in writing at Bank of China (UK) Limited, Card Centre, 1 Lothbury, London EC2R 7DB within 7 days of the phone call. We will keep a record of the call, and may record or monitor the call itself.
- 10.2. You will not be responsible for any unauthorised Transactions that took place before You (or the Additional Cardholder) received the Card which was used.
- 10.3. If Your card is misused before You inform Us of its loss or theft, or if someone else becomes aware of your PIN, you will be responsible for a maximum liability of £35 for each unauthorised transactions.
- 10.4. 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.
- 10.5. If You have acted fraudulently, You will be liable for all Transactions that are determined to be fraudulent as per our investigation.
- 10.6. 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. We may issue a replacement Card to You. You will be charged for the reissue of a replacement Card if We deem You were responsible for its loss or misuse.
- 10.7. Cards reported as lost, stolen or liable to misuse must not be used if they are subsequently found. You must immediately cut the Card in half through the signature box and magnetic strip, and if You have a chip Card, ensure the chip is cut in half.
- 10.8. 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.
- 10.9. 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 carry out investigations and 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.
- 10.10. If You are not liable for the Transaction, We will adjust the balance on Your Account to reflect this. However, if We later become aware of evidence that shows We were not obliged to do this, We will take the amount of the Transaction from Your Account.

10.11. Provided it would not be unlawful for Us to do so, and it would not compromise reasonable security measures, if there is an actual or suspected fraud or a security threat affecting Your Card or Your Account, We will contact You by calling You on the latest telephone number that We hold for You. If We cannot reach You by telephone, We will send You an email, a letter or a text message.

11. REDRESS AND REFUNDS

- 11.1. You may be entitled to a refund in circumstances where:
- 11.1.1. You or an Additional Cardholder (or a Third Party Provider) authorised a Transaction at a retailer or supplier in the European Economic Area;
 - 11.1.2. the authorisation did not specify the exact amount to be paid;
 - 11.1.3. 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
 - 11.1.4. 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 in these circumstances.
- 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.
- 11.5. If We later become aware of evidence that shows We were not obliged to give You a refund, We will recover an amount equal to the refund from Your Account.

12. HOW TO COMPLAIN

If You have a complaint about anything to do with this Terms and Conditions and the Great Wall International Credit Card, please write to Bank of China (UK) Limited, Card Centre, 1 Lothbury, London EC2R 7DB or call +(44) 02072828763, or you can email us at: cardcentre.uk@bank-of-china.com. If We are unable to resolve any complaint and You are not a business customer, You can apply to have Your complaint resolved by the Financial Ombudsman Service, Exchange Tower, London, E14 9SR. Telephone: 0800 023 4 567 (free on mobile phones and landlines), or 0300 123 9 123 or +44 20 7964 0500 if calling from abroad or email complaint.info@financial-ombudsman.org.uk. If You are a business customer, You may have the right to refer Your complaint to the Financial Ombudsman Service. Information on how to complaint is readily available on request.

13. VARIATIONS

- 13.1. Changes to interest rates and charges
- (a) The interest rates set out in paragraph 4 in the Credit Card Agreement will apply unless and until We change them in accordance with this condition. 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 our 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) Any change we may decide to make to interest rates and charges will be notified to you at least 60 days in advance and will be made after we first take into account factors including 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, fairer to You, and enable you to achieve Your financial objectives; or
 - (b) Where We reasonably consider that the change would not be to Your disadvantage; or
 - (c) To correct errors, omissions, inaccuracies and ambiguities; or
 - (d) To 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, or where We reasonably expect that there will be a change in a regulatory requirement.
- 13.3. Your Agreement with Us is for an indefinite period, and may last a long time. We may need to change the terms of the Agreement from time to time, for reasons which are not set out above. We will only make changes if We believe they are reasonable and proportionate, based on the circumstances which cause Us to make those changes.
- 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 by 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 new 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.
- 13.5. If You are unhappy with any changes We make to the Agreement, You can end the Agreement at any time by giving Us notice and by repaying Us what You owe.

14. USE OF YOUR PERSONAL INFORMATION

- 14.1. Our Privacy Policy explains the personal information We collect about you, how We process it, who We might share your personal information with, and your rights in relation to Your personal information. Our up to date Privacy Notice is available at www.bankofchina.com/uk, or You can ask for a copy in Our branches or on request.
- 14.2. If We need Your consent to use your personal information, We will tell you about this and We will ask You for Your consent separately.
- 14.3. Where We provide You with a payment service, you explicitly consent to Us accessing, processing and retaining Your personal information and data for the purposes of providing that service. If You are unhappy with Us using your personal information and data for this purpose, You can end the Agreement at any time by giving Us notice and by repaying Us what You owe.

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. We will communicate with You in English. We may also be able to communicate with You in Mandarin or Cantonese (for verbal communication) or Chinese (for written communication). If We send You a written communication that is in English and Chinese, the English version will take precedence and We will not be responsible for any misunderstanding that may be caused by the Chinese translation. You must communicate and send all notices and instructions to Us in English, unless We agree otherwise.
- 15.6. 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.
- 15.7. The terms of this Agreement are governed by English Law. The courts of England and Wales will have jurisdiction over all disputes arising out of and/or in connection with this Agreement, unless you live in Scotland (in which case the Scottish courts will have jurisdiction) or Northern Ireland (in which case the Northern Irish courts will have jurisdiction).
- 15.8. We may contact You with information about the operation and maintenance of Your Account or any Transaction via post, email, text message and/or telephone by using any contact details provided to Us. As such, You must ensure that Your contact details provided to Us are accurate and You must notify Us promptly of any changes (including any of Your name, postal address, telephone number(s) (including mobile telephone number) or email address). Communications may contain confidential information and require immediate attention, and if You allow anyone else access to them, for example the mobile telephone or email, they may be able to view such information and Your attention may be delayed.
- 15.9. All notices, statements and communications sent to You will be deemed to have been received on the day of delivery if delivered by hand, email or text message, within five days after posting if sent to a postal address in the UK or ten days after posting if sent to any postal address outside the UK.
- 15.10. To ensure We carry out Your instructions correctly and in the interest of security, We may monitor and/or record Your telephone calls, text messages, emails and other communications with Us.

16. HOW WE ARE REGULATED

Bank of China (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 467410). Registered in England (company number 06193060). Registered office: 1 Lothbury, London, England, EC2R 7DB.

CONTACT INFORMATION

Customer Service Hotline:

0800 38 95566 (UK)
or +44 20 7282 8926 (overseas)
Email: service.uk@bankofchina.com
Website: www.bankofchina.com/uk

Card Centre Customer Service:

1 Lothbury, London EC2R 7DB
+44 20 7282 8763
Email: cardcentre.uk@bank-of-china.com

Branch Addresses:

Banking Department
2 Lothbury, London EC2R 7DB
(+44) (0) 207 282 8845
Email: business.uk@bank-of-china.com

Chinatown Branch
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