

Terms and Conditions Governing BOC Credit Card / MoneyPlus Fund Transfer

The terms and conditions set out herein (“**Terms and Conditions**”) supplement and are additional to the terms and conditions in the BOC Cardmember Agreement and/or the BOC MoneyPlus Terms and Condition (where applicable). Unless the context otherwise requires or the Terms and Conditions expressly provide otherwise, all words and expressions as defined in the BOC Cardmember Agreement and/or the BOC MoneyPlus Terms and Conditions (where applicable) shall have the meaning ascribed to them respectively when used herein and in the BOC Cardmember Agreement and/or BOC MoneyPlus Terms and Conditions (as the case may be). In the event of conflict, the Terms and Conditions set out herein shall prevail in so far as they relate to the Fund Transfer Programme. The Bank means Bank of China Limited, Singapore Branch.

Eligibility

1. The Fund Transfer Programme (“**Programme**”) is open to any (a) Principal Cardmember and Supplementary Cardmember as referred to under the BOC Cardmember Agreement and/or (b) Main Account Holder as referred to under the BOC MoneyPlus Terms and Conditions (“**Applicant**”) whose respective Card Account and/or MoneyPlus account (where applicable) (“**Account**”) is in good standing as determined by the Bank.
2. The Applicant may apply for a fund transfer (“**Fund Transfer**”) to any of the Applicant’s (i) current/savings account(s) held with the Bank, and (ii) credit card/credit line/bank account(s) held with any other bank or financial institution in Singapore, (the “**Receiving Account(s)**”). The Receiving Account(s) to be credited must be in the name of the (a) Principal Cardmember or the Supplementary Cardmember and/or (b) the Main Account Holder (as the case may be). A Supplementary Cardmember can only apply for the Programme with the Principal Cardmember’s consent duly endorsed on the application form.
3. If the Account is not maintained in good standing at any time, the Bank may adjust the interest rate applied to Fund Transfer. The interest rate chargeable from time to time shall be at the Bank’s absolute discretion.

Application for Transfer

4. The Applicant may apply for a Fund Transfer in Singapore dollars, subject to a minimum amount specified by the Bank, to any of the Receiving Account(s).
5. The Receiving Account(s) must not be a foreign currency line, foreign currency credit card or foreign currency bank account.
6. The Bank may refuse any Fund Transfer application in its entirety at its absolute discretion and without assigning any reason. The Fund Transfer request shall be subject to the available permanent credit limit of the relevant Account at the time of the application. The Bank reserves the right to determine the amount of the Fund Transfer at its sole discretion.
7. The Fund Transfer application is not revocable without prior written consent from the Bank.
8. Once the Bank has approved a Fund Transfer application, the Bank shall without prior notice proceed to make such payment to the Receiving Account(s). Such payment may be made by the Bank on the date of the Bank’s approval letter or at such later date as determined by the Bank. The Bank reserves the right to determine the amount of funds to be paid and shall advise the Applicant when payment is made.
9. Bonus Points will not be awarded for Fund Transfer transactions.

Payments

10. The Applicant shall continue to make payment on the Receiving Account(s) for which he/she has made a transfer application until he/she receives confirmation of credit stated on a future statement issued by the other bank or financial institution that such Receiving Account(s) has been credited. The Bank will not be held liable under whatever circumstances for any overdue payment or interest incurred under the Receiving Account(s).
11. The Bank may, at any time, offer a preferential interest rate on the funds transferred during a promotional period (“**Promotional Transaction**”). If such a promotion takes place, the Bank will charge interest on the funds transferred in respect of any relevant Promotional Transaction at the preferential interest rate during the promotional period and then at the normal rate when the promotional period has come to an end, provided always that there is no default by the Applicant during the promotional period.
12. If the Applicant defaults on any payment in respect of any Account or any other credit and banking facilities from the Bank during the promotional period, the Applicant shall not be entitled to any preferential interest rate and the Bank reserves the right to charge interest at such rate as the Bank may determine.
13. The Bank shall be entitled without notice to appropriate all payments received in or towards satisfaction of the outstanding balance(s) on any of the Account, and in any manner as it deems fit.
14. The Bank shall be entitled, but shall not be obliged, to without notice combine or consolidate all or any of the Applicant’s outstanding under his/her account(s) with the Bank, and the prevailing finance charge shall be payable by the Applicant on such outstanding or any part thereof.

Variation of Interest Rates

15. Notwithstanding any other provision relating to preferential or promotional interest rates or promotional periods in these Terms and Conditions, any of the Bank’s brochures, application forms or other marketing material, the Bank may vary the interest rate chargeable, the basis of calculation of interest, fees and charges at any time in the Bank’s sole discretion without any notice and without giving any reason.

Disclosure

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

Termination

17. Notwithstanding anything in these Terms and Conditions, the Bank reserves the right to terminate the Programme without prior notice and without assigning any reason and the Applicant shall forthwith on demand repay all monies owing under the Programme.

Waiver

18. The Bank may at its absolute discretion from time to time waive either unconditionally or on such Terms and Conditions as it may deem fit any breach by any Applicant of any of the Terms and Conditions herein or grant such time or indulgence provided that:-
- a) such neglect or forbearance of the Bank to require and/or enforce the performance and observance of any of the Terms and Conditions herein or any waiver, time or indulgence which may be given to the Applicant shall not prejudice or affect the rights, powers or remedies of the Bank at any time afterward to act strictly in accordance with these Terms and Conditions; and
 - b) such waiver shall not prejudice the rights of the Bank in respect of any other existing or subsequent breach of any of the Terms and Conditions herein.

Amendments

19. The Bank may change the Terms and Conditions from time to time in its absolute discretion without notice to the Applicant. The Terms and Conditions are in addition to the BOC Cardmember Agreement (as amended or supplemented from time to time) and/or the BOC MoneyPlus Terms and Conditions (as amended or supplemented from time to time) (where applicable) which continues to be binding on the Applicant. However, in the event of any inconsistency between the Terms and Conditions and those in the BOC Cardmember Agreement and/or the BOC MoneyPlus Terms and Conditions (where applicable), the Term and Conditions shall prevail in so far as they relate to the Programme.

Governing Law

20. The Terms and Conditions are subject to Singapore law and the parties hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

Others

21. A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) (as amended, re-enacted or supplemented from time to time) to enforce any of these Terms and Conditions. Notwithstanding any term herein, the consent of any third party is not required to any subsequent agreement between the parties hereto to amend or vary or to terminate the Programme. For the avoidance of doubt, nothing in these Terms and Conditions shall affect the rights of any permitted assignee or transferee of the Bank.
22. The Bank reserves the right to impose administrative charges or any other charges whatsoever from time to time in relation to the Programme.
23. The Bank's decision on all matters relating to the Programme shall be final and binding.