

Terms and Conditions for Bank Services relating to Faster Payment System and Easy Transfer services

1. Bank Services relating to Faster Payment System

- (a) The Bank provides the Bank Services to customers to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by Monetary Authority of Macao (AMCM). The Bank Services are therefore subject to the rules, guidelines and procedures imposed by AMCM in relation to the Faster Payment System from time to time. This Clause governs the Bank's provision to the Customer and the Customer's use of the Bank Services. The Bank Services form part of the Bank's banking services. The provisions of these Terms and Conditions continue to apply to the Bank Services to the extent that they are relevant and not inconsistent with the provisions in this Clause. Unless otherwise specified, the provisions of this Clause prevail if there is any inconsistency between them and the provisions of these Terms and Conditions with respect to the Bank Services.
- (b) By requesting the Bank to register any eAddressing for the Customer in AMCM FPS, or by initiating any payment or funds transfer using AMCM FPS, the Customer accepts and agrees to be bound by the provisions of this Clause. The Customer should not request the Bank to register any eAddressing or initiate any payment or funds transfer using the AMCM FPS unless the customer accepts the provisions of this Clause.
- (c) In this Clause, the following terms have the following meanings:
- “Addressing Service” means a service provided by AMCM as part of the AMCM FPS to facilitate customers of Participants to use predefined eAddressing instead of account number to identify the destination of a payment or fund transfer instruction and other communication for the purpose of AMCM FPS.
- "Bank Services" means the services provided by the Bank to customers from time to time to facilitate payments and funds transfers using AMCM FPS, any other services and facilities provided by AMCM in connection with the Faster Payment System from time to time.
- “Default Account” means the account maintained by the customer with the Bank or any other Participant set as the default account for receiving payment or funds using AMCM FPS or (if to the extent specified or permitted by the rules, guidelines and procedures of AMCM) for debiting payment or funds using AMCM FPS.
- “FPS Identifier” means a unique random number generated by AMCM FPS to be associated with the account of a customer of a Participant.

"AMCM"	means Monetary Authority of Macao and its successors and assigns.
"AMCM FPS" or "Faster Payment System"	means the Faster Payment System and related facilities and services provided, managed and operated by AMCM from time to time, which may include direct payment, funds transfers and other payment transactions.
"Participant"	means a participant of AMCM FPS which may be a Macao SAR local bank, transaction originator and receiver, or any other entity accepted by AMCM as a participant of AMCM FPS from time to time.
"eAddressing"	means the identifiers which may be accepted by AMCM FPS for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile number of the customer, or the FPS identifier.
"Regulatory Requirement"	means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Macau SAR (China), to which AMCM, the Bank or any Bank Group Company or any other Participant or its respective affiliates or group companies, or the Customer are subject or are expected to comply with from time to time.
"Customer"	means each customer to whom the Bank provides Bank Services and, where the context permits, includes any person authorised by the customer to give instructions or requests to the Bank in connection with the use of the Bank Services.
"Bank"	means OCBC Bank (Macau) Limited and its successors and assigns.

2. Scope of Bank Services and conditions for use

- (a) The Bank provides the Bank Services to customers to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, and any other services and facilities provided by AMCM in connection with the Faster Payment System from time to time. The Bank has the right to set or vary from time to time the scope of the Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, Customers have to accept and follow conditions and procedures.
- (b) The Bank may provide the Bank Services to facilitate payment and funds transfer in any currency specified by us from time to time, such as Macau Patacas, or any other currency supported by AMCM FPS.
- (c) In order to enable the Bank to handle an instruction for the Customer in relation to payment or funds transfer using AMCM FPS, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time.
- (d) All payment or funds transfer transactions using AMCM FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements and daily limit amounts, etc., as determined by AMCM in relation to the Faster Payment System from time to time.
- (e) The Bank reserves the right to suspend or terminate the Bank Services in whole or in part at anytime.

3. Addressing Service – registration and amendment of eAddressing and related records

- (a) In order to use the Addressing Service to receive payment of funds transfer using AMCM FPS, the Customer has to register the Customer's eAddressing service in the AMCM FPS. The Bank has discretion as to whether to offer the FPS identifier as eAddressing to the Customer.
- (b) Registration and amendment of eAddressing and related records in the AMCM FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by AMCM FPS from time to time. In order to enable the Bank to register or amend eAddressing or any related records for the Customer, Customer has to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by the Bank from time to time.
- (c) At any time whether the same eAddressing is registered by the Customer for more than one account (whether maintained with the Bank or with any other Participant), the Customer must set one account as the Default Account. By instructing the Bank to set or change the Default Account for the Customer, the Customer consents and authorizes the Bank to submit the request on the Customer's behalf to AMCM FPS to override the existing Default Account registered in AMCM FPS.

4. Your responsibility

(a) Present genuine owner or authorised user of eAddressing and accounts

The Customer can only register the Customer's own eAddressing for the Customer's own accounts. The Customer must be the present genuine owner or authorised user of each eAddressing and each account provided to the Bank for registration in the Addressing Service. By instructing the Bank to register any eAddressing or any account for the Customer in relation to the Faster Payment System, the Customer confirms that the Customer is the present genuine owner or authorised user of the relevant eAddressing or account. This is particularly important for mobile phone numbers in case they are recycled.

(b) eAddressing

Any eAddressing to be registered by the Customer for the Addressing Service must satisfy any applicable requirements imposed by AMCM FPS from time to time. For example, AMCM FPS may require the mobile phone number to be registered as eAddressing to be the same number registered by the Customer as contact information on the Bank's records at the relevant time. The Customer understand and agree that the Bank, other Participants and AMCM FPS have the right and discretion without giving notice to deregistered any eAddressing that is not correct or up-to-date in accordance with available information without the Customer's consent.

(c) Correct information

The Customer has to ensure that all information provided by the Customer for registration or amendment of eAddressing or any related records) is correct, complete, up-to-date and not misleading. The Customer has to notify the Bank as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by the Bank from time to time.

The Customer is fully responsible for using the correct and up-to-date records in giving each payment or funds transfer instruction. The Customer is solely liable for and will hold the Bank harmless from any incorrect payment or transfer effected by the Bank and AMCM FPS due to incorrect or outdated eAddressing or related records.

(d) Timely updates

The Customer is fully responsible for giving instructions and information changes or updates to the Bank on a timely basis for amending the Customer's eAddressing (or related records), including without limitation changing the Customer's Default Account, or terminating any eAddressing. The Customer acknowledge that keeping the Customer's eAddressing and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated eAddressing or related records.

(e) Change of Default Account

If any account is terminated as the Default Account by the Customer or by the relevant Participant for any reason (including suspension or termination of the account), the system of AMCM will automatically assign the most recently registered record in the Addressing Service that is associated with the eAddressing to be the Default Account. If the Customer wishes to set another account as the Default Account, the Customer has to change the registration through the Participant where the Customer maintains the other account.

(f) Transactions binding on the Customer

- (i) For any payment or funds transfer, once the Customer confirms the details of a transaction and submit instruction to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Customer.
- (ii) For any eAddressing registration, once the Customer submits an instruction to the Bank, such instruction is irrevocable and binding on the Customer. The Customer may amend or cancel any eAddressing in accordance with the procedures and requirements prescribed by the Bank from time to time.

(g) Use Bank Services responsibly

The Customer must use the Bank Services in a responsible manner. In particular, the Customer has to comply with the following obligations:

- (i) The Customer must comply with all Regulatory Requirements that govern the Customer's use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. The Customer must not use the Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of AMCM.
- (ii) In sending remarks or messages to be displayed to recipients or counterparties of the Customer's payment or funds transfer instructions using AMCM FPS, the Customer should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.
- (iii) If the Bank offers the FPS Identifier as eAddressing to the Customer, the Customer should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that the Customer desires.

(h) Other obligations regarding payments and funds transfers

Any instruction given by the Customer in relation to the Bank Services will be handled by the Bank in accordance with this Clause and the applicable provisions in these Terms and Conditions. The Customer has to comply with the other obligations with respect to payments, funds

transfers and other related services, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.

(i) The Customer is responsible for the Customer's authorised persons

Where the Customer authorises any other person to give instructions or requests to the Bank in connection with the use of the Bank Services (whether the Customer is an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):

(ii) the Customer is responsible for all the acts and omissions of each person authorised by the Customer;

(iii) any instruction or request received by the Bank, believed by the Bank in good faith to be given by the Customer or any person authorised by the Customer, will be irrevocable and binding on the Customer; and

(iv) The Customer is also responsible for ensuring that each person authorised by the Customer will comply with the provisions of this Clause that are applicable to him/her when acting on the Customer's behalf.

5. The Bank's responsibility and restriction of liability

(a) The Bank will process and submit the Customer's instructions and requests to AMCM FPS in accordance with the applicable rules, guidelines and procedures imposed by AMCM from time to time. AMCM FPS has the right to process and execute the Customer's instructions and requests in such sequence or manner as AMCM considers appropriate. The Bank has no control over the operation of AMCM FPS nor the timing on which the Customer's instructions or requests are executed by AMCM FPS. Where the Bank receives status update notifications involving any of the Customer's eAddressing (or related records) or other matter relating to AMCM FPS from or through AMCM FPS from time to time, the Bank will notify the Customer accordingly by such means and at such time as the Bank considers appropriate.

(b) Without reducing the effect of Clause 5 (a) above or the provisions of these Terms and Conditions:

(i) the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by the Customer in relation to the Bank Services or AMCM FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or willful default or that of its officers, employees or agents;

- (ii) for clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with one or more of the following:
 - (1) the Customer's failure to comply with the Customer's obligations relating to the Bank Services; and
 - (2) any delay, unavailability, disruption, failure, error of or caused by AMCM FPS, or arising from any circumstances beyond the Bank's reasonable control; and
 - (iii) in no event will the Bank, any Bank Group Company, any of the Bank's licensors, and the respective officers, employees and agents of the Bank, each Bank Group Company and the Bank's licensors be liable to the Customer or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
 - (iv) Whether or not the name of an account holder or beneficiary is provided, the Bank is entitled to process inward and outward transfer without verifying the name of the account holder and process the payment by reference to identification number or bank account number only.
- (c) The Customer's confirmation and indemnity
- (i) Without reducing the effect of any indemnity given by the Customer under these Terms and Conditions or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and its officers, employees and agents and hold the Bank and each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the Bank Services or the Customer's use of the Bank Services.
 - (ii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or willful default or that of its officers, employees or agents. The above indemnity shall continue to have effect after the termination of the Bank Services.

6. Collection and use of Customer Information

- (a) For the purposes of using the Bank Services, the Customer may be required to provide the Bank with the personal data and other information relating to one or more of the following persons from time to time:
- (i) the Customer itself;
 - (ii) the recipient of any payment or funds transfer to be made by the Customer, or the counterparty of the Customer; and
 - (iii) where the Customer is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of the Customer's directors, officers, employees, authorised persons and representatives. All personal data and other information received or compiled by the Bank in connection with the Bank Services are referred herewith as "Customer Information".
- (b) The Customer agrees (and, where applicable, for and on behalf of each of the Customer's directors, officers, employees, authorised persons and representatives) that the Bank may collect, use, process, retain or transfer any of the Customer Information for the purposes of the Bank Services. These purposes include without limitation one or more of the following:
- (iv) providing the Bank Services to the Customer, maintaining and operating the Bank Services;
 - (v) processing and executing the Customer's instructions and requests in relation to the Bank Services from time to time;
 - (vi) disclosing or transferring the Customer Information to AMCM and other Participants for their use for the purpose of the operation of AMCM FPS;
 - (vii) meeting the requirements to make disclosure under any Regulatory Requirements; and
 - (viii) purposes relating to any of the above.
- (c) The Customer understands and agrees that the Customer Information may be further disclosed or transferred by AMCM, the Bank or any other Participants to their customers and any other third parties who are users of AMCM FPS for the purposes of providing the credit transfer or other related services.
- (d) If the Customer Information includes personal data or other information of any person other than the Customer itself (including any persons specified in Clauses 6(a)(ii) or 6(a)(iii) above), the Customer confirms that the Customer will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by AMCM, the Bank and the other Participants as specified in this Clause 6.
- (e) Any provisions in the "Privacy Policy & Personal Information Collection Statement" that are not inconsistent with this Clause are also deemed applicable to this Clause.