



## CREDIT CARD CARDHOLDER AGREEMENT

(Effective 7 February 2023)

The Bank Premier Banking Metal Card / Premier Credit Card / VIVA Credit Card / VISA Platinum / VISA Classic / Virtual VISA / World MasterCard / MasterCard Platinum / MasterCard Titanium / Virtual MasterCard / UnionPay Credit Card, and the related affinity/co-branded card, including the subsequently renewed and replaced Principal and Supplementary Card ("Card") is/are issued by OCBC Bank (Macau) Limited ("Bank") to the Card applicant ("Principal Cardholder") and any person nominated by the Principal Cardholder and approved by the Bank to receive a Supplementary Card ("Supplementary Cardholder") who together with the Principal Cardholder (collectively called the "Cardholder") subject to the following terms and conditions. Upon collection of the Card/Virtual Card Account Number, or otherwise activate the Card in accordance with the instruction of the Bank, the Cardholder agrees to be bound by the following terms and conditions of this Agreement.

1. The Cardholder shall (a) sign the Card immediately upon receipt (except for Virtual Card); (b) not permit any other person to use the Card; (c) keep the Card, Card Number and Personal Identity Number secure at all times; (d) not use the Card for payment of any illegal transactions, including but not limited to all forms of illegal internet gambling activities; and (e) not use the Card after termination by the Bank or the Cardholder.
2. The Bank subject to approval may issue Supplementary Card in the name of those persons nominated by the Principal Cardholder. Both the Principal Cardholder and Supplementary Cardholder together shall not use the Cards to a total aggregate amount in excess of the credit limit / combined credit limit advised by the Bank from time to time. Nevertheless if in breach, each Cardholder shall always be jointly and severally liable for all use in excess of the credit limit, and agree to pay a service charge.
3. The Principal Cardholder and Supplementary Cardholder jointly and severally undertake and agree to pay promptly on demand all debts, liabilities and/or money provided to be chargeable and/or payable by the Cardholder howsoever incurred by the use of any or all of the Card whether or not such use is authorized hereby or in breach hereof and whether or not such use is by the Cardholder or any third party or parties and whether or not any such liability be incurred and/or discovered prior or subsequent to the cancellation or termination of the Card.
4. The Card remains the property of the Bank and cannot be transferred to any third party or parties, or pledged as security for any purpose. The Bank is entitled at any time to impose any limit / combined limit whether in amount or otherwise on the use of Card, to withdraw, cancel or terminate any Card and/or any service thereby offered without giving prior notice and reasons therefor. The Bank shall not be liable for any or all consequence relating to or arising out of such withdrawal, cancellation or termination.
5.
  - a) The Bank may at any time terminate the Card without prior notice or cause. Upon demand, the Cardholder shall unconditionally and without reservation immediately surrender or procure to surrender the Cards to the Bank provided that the Cardholder shall remain liable for all debts so incurred.
  - b) The Cardholder may at any time terminate the use of Supplementary Card or all Cards by prior written notice to the Bank, together with the return of Supplementary Card or all Cards to the Bank cut in halves as the case may be, provided that the Cardholder shall remain liable for all debts so incurred.
6.
  - a) The Cardholder may use the Card for services provided by the Bank from time to time through operating of the Automatic Teller Machine ("ATM") or any other electronic data transmission terminals designated or provided by the Bank. The Bank will also provide the Cardholder(s) each a Personal Identity Number ("PIN") for the use of the Cards at such terminals. At no time and under no circumstances shall the Cardholder(s) disclose his PIN to any person nor shall he keep any written record of the PIN in a manner to enable someone else to use the Card. The Cardholder will accept full and sole responsibility for and fully indemnify the Bank against all consequences, loss and/or other liability incurred as a result of the PIN being known to another person for whatsoever



reason.

- b) The Bank and/or any member bank and/or other institution shall not be responsible for any and all consequence, if the transactions involving the use of the Card are not honoured or inoperative for any reason whatsoever or if there is a malfunction and/or failure of the ATM or terminal or network.
  - c) The operation of such terminals by use of Card shall at all times be subject to all the terms and conditions of the "OCBC ATM Card" governing and being in force all the time irrespective of the Cardholder's lack of actual notice or knowledge thereof and the Cardholder shall be absolutely bound thereby.
  - d) The Bank's record in relation to any cash advance or any other transaction effected involving the use of the Card on the ATMs or terminals shall in all respect be conclusive and binding on the Cardholder.
7. The Bank will maintain an account in respect of the Card ("Account") to which values of all purchases of goods and/or services are posted, (even if no sales draft is signed by the Cardholder. Transactions effected without the Cardholder's signature may include, without limitation, orders placed by telephone, fax, mail, internet, direct debit authorization, at merchant's point of sale terminal, in a credit card payphone or any other device approved by the Bank from time to time.) and of all cash advances or other transactions in connection with or effected by the use of the Card ("Card Transactions") and all charges, fees, interests, outstanding balance and other sums payable (collectively referred as "Charges") will be debited in accordance with clause 10 hereunder.
8. A statement details the total amount outstanding ("New Balance") and the date by which payment must be made ("Payment Due Date") will be sent to the Principal Cardholder at a specified date of each month ("Statement Date") or at such interval as may be arranged from time to time. If the Cardholder fails to receive the statement 7 days after Statement Date he should immediately inform the Bank and request for a copy thereof. No statement will, however be sent where the account has maintained a zero balance with no entries for the statement period.
9. The Cardholder shall verify the correctness of each and every entry made in the statement received from the Bank and immediately inform the Bank in writing of any inaccurate entry. The Bank's records and statement of all Card Transactions and Charges shall be deemed to be conclusive and binding on the Cardholder for all purpose unless objection in writing thereto is received by the Bank within 14 days from issuance of the statement concerned.
10. Subject to the Bank's right to require the Cardholder to pay the full amount of the New Balance on or before the Payment Due Date, the Cardholder shall pay to the Bank the following sums in accordance with these terms and conditions:
- a) The "Minimum Payment Due" shown on the statement ("Minimum Payment Due") on or before the Payment Due Date although the Cardholder may pay any larger sum he wishes. The Minimum Payment Due is concluded by summing up the amounts past due, exceeding credit limit plus 5% of the New Balance and is subject to a minimum of MOP/HKD50 if the New Balance exceeds MOP/HKD50, of if the New Balance is MOP/HKD50 or less, the Minimum Payment Due shall be the amount of the New Balance.
  - b) Finance charge for cash advances is calculated from the transaction date. No finance charge shall be imposed on the purchase transactions only, if the full amount of the New Balance is received by the Bank on or before the Payment Due Date. If the cardholder does not pay the outstanding balance in full, the interest is not able to exempt and will be charged on such outstanding balance in full (including the portion of partial payment already made), the finance charge at the rate of 29.25%p.a. calculated daily on such outstanding balance from the posting date of each transaction until the outstanding balance has been paid.
  - c) The Bank will charge the Cardholder late payment fee of MOP/HKD130 if the Minimum Payment Due is not received by the Bank on or before the Payment Due Date.
  - d) A one time cash advance fee of MOP/HKD80 or 4.5% of the amount advanced, whichever amount is greater, will be charged on each cash advance to be paid on or before the Payment Due Date. For cash advance made outside Macau through JETCO Network, an extra charge of HKD20 or its

equivalent will be levied.

- e) For each Card issued, an annual fee will be charged to the Cardholder Account. The annual fee is not refundable notwithstanding an early cancellation or termination of the Card concerned.
  - f) All charges, costs and expenses (including, without limitation, all legal costs incurred on a full indemnity lawyer-client basis whether before or after judgment and before or after legal proceedings) incurred for the enforcement of any provisions of this Agreement and/or for the recovery of any sum due and payable but in default.
  - g) A service charge of MOP/HKD100 is payable in the events (i) any cheque paid into the Card Account is not honoured or (ii) a direct debit transaction had been returned unpaid by the Cardholder's designated bank.
  - h) An over limit handling fee of MOP/HKD100 per time will be charged to the Cardholder Account if the current balance exceeds the credit limit from Cardholder to use the Card for any kind of transactions that result in excess. The Bank may demand the immediate payment of any excess of the authorized Credit Limit.
  - i) The rate of finance charge will be determined by the Bank from time to time and charges shall apply as well as before or after judgment and before or after legal proceedings.
11. The whole of the outstanding balance on the Account together with the amount of any outstanding Card Transactions and Charges effected but not yet charged to the Account will become immediately due and payable to the Bank: a) upon demand from the Bank; b) upon cancellation of the Cardholder's Card Account; c) on the bankruptcy or death of the Cardholder; d) if the Cardholder is in breach of any of this Agreement. The Cardholder or his estate shall be responsible for settling such amount outstanding immediately and shall indemnify the Bank fully for legal fees and other related costs incurred in this connection. The Bank also reserves its right to impose a finance charge at its prevailing rate pending repayment in full by the Cardholder.

## 12. Sanctions

(1) In this clause 12:

"Affiliate" means, in relation to any person, a subsidiary of that person or a Holding Company of that person or any other subsidiary of that Holding Company.

"Anti-Corruption Laws" means the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar laws, rules or regulations issued, administered or enforced by Singapore, the United States of America, or any other jurisdiction.

"Anti-Money Laundering Laws" means the applicable financial record keeping and reporting requirements and the money laundering statutes in Singapore and each jurisdiction in which the Cardholder and any member of the Cardholder's group of companies conducts business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Government Agency or proceeding by or before any court or Government Agency.

"controlled" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "controlled" by the first person.

"Government Agency" means any government or governmental agency, public, statutory, semi-governmental or judicial entity, body or authority (including, but without limitation, any stock exchange or self-regulatory organisation established under any law or regulation).

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary, , and a "Holding Company" shall, for the avoidance of doubt, include an "ultimate holding company"(defined in Section 5A of the Companies Act, Chapter 50 of Singapore).

"majority owned" means the holding beneficially or legally of more than 50 per cent. of the issued share capital (or equivalent) or voting rights of such person (excluding any part of that issued share capital (or equivalent) that carries no right to participate beyond a specified amount in a distribution of either profits or capital).



"Restricted Person" means, at any time:

- (a) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority; or
- (b) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or
- (c) any person controlled or majority owned by a person described in (a) or (b) above.

"Sanctioned Country" means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba and Crimea region of the Ukraine.

"Sanctions" means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by:

- (a) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State;
- (b) the United Nations Security Council;
- (c) the European Union and any European Union member state;
- (d) the United Kingdom;
- (e) the Monetary Authority of Singapore; or
- (f) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (i) the Cardholder and/or the Bank (whether based on its jurisdiction of incorporation or the place of its trade, business or other operational activities) or (ii) transaction(s) contemplated by this Agreement)

(each, a "Sanctions Authority").

(2) The Cardholder hereby further warrants, represents and undertakes to the Bank the following terms:

- (a) Neither the Cardholder nor any of the Cardholder's Affiliates is a Restricted Person.
- (b) None of the proceeds of any loan shall be directly or indirectly used for any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country.
- (c) No proceeds of any loan shall be used to finance the purchase or transfer of any military goods or equipment.
- (d) The Cardholder has implemented and maintains policies and procedures that will ensure compliance with the representations, warranties and undertakings set out in this clause 12(2).
- (e) The Cardholder and his/her Affiliates are not in breach of, and will continue to comply with, laws and regulations relating to Sanctions.
- (f) The Cardholder shall not, whether directly or indirectly, repay any loan with funds or assets that:
  - [a] constitute property of, or will be beneficially owned by, any Restricted Person; or
  - [b] are the direct proceeds derived from any transactions that violate Sanctions applicable to any party thereto.
- (g) The Cardholder will promptly deliver to the Bank and permit the Bank to obtain the details of any claims, action, suit, proceedings or investigation against it or his/her Affiliates by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to it.
- (h) The Cardholder shall not (and shall ensure that each of his/her Affiliates will not) violate any Sanctions, and will not conduct or engage in, directly or indirectly, any transaction, conduct, trade, business or other activity that could result in his/her violation of any Sanctions.
- (i) The Cardholder shall not (and shall ensure that none of his/her Affiliates will) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the proceeds of any utilisation of the Card or Card Account or Card Account Number or the related products and services provided under this Agreement:
  - (i) for the purpose of (directly or indirectly) financing, or making funds available for or to, any transaction, conduct, trade, business or other activity which violates any Sanctions (or which



is related to any Sanctioned Country) or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws;

(ii) for the purpose of (directly or indirectly) financing, or contributing or making funds available for or to any Sanctioned Country or Restricted Person; or

(iii) in any other manner which could result in the Cardholder or the Bank being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions.

(j) The Cardholder shall (and it shall ensure that each of his/her Affiliates will) conduct his/her businesses in compliance with Anti-Corruption Laws and Anti-Money Laundering Laws and maintain policies and procedures designed to promote and achieve compliance with the applicable Anti-Corruption Laws and Anti Money-Laundering Laws.

(3) Any one of the following events and occurrences shall constitute an Event of Default under this Agreement:

(a) A breach occurs in relation to clause 12(2).

(4) All the representations, warranties and undertakings set out in clause 12(2) are deemed to be covered by the facts during the Cardholder's use of the Card.

13. Fee relating to Settling Foreign Currency Transaction in Macau Patacas or Foreign Website (Currencies other than Macau Patacas): 1% on the converted transaction amount for every foreign currency transactions settled in Macau Patacas (for Visa and Mastercard Only) plus 0.75% imposed by the Bank (1.75% in total).

Remarks: You may sometimes be offered the option to settle foreign currency transactions in Macau Patacas at the point of sale overseas or via foreign website. Such option is a direct arrangement offered by the overseas merchants and not the Bank. In such cases, you are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since setting foreign currency transactions in Macau Patacas may involve a cost higher than the foreign currency transaction handling fee.

Foreign Currency (Currencies other than Macau Patacas) Transactions incurred in Macau, Overseas/ Foreign Website: All transaction effected in foreign currency will be converted from the transaction currency into Macau Patacas at a wholesale market rate selected by Visa / Mastercard international / China UnionPay from within a range of wholesale market rates or the government-mandated rate in effect on the date when Visa / Mastercard International process the transaction, and a 1% reimbursement charge<sup>^</sup> will be imposed by Visa / Mastercard International plus 0.75% imposed by the Bank (1.75% in total). Such exchange rate may differ from the rate on the transaction date due to market fluctuation.

14. Payment by the Cardholder to the Bank shall not be considered to have been made until the relevant funds have been actually received by the Bank and without any set off, claim, condition, restriction or withholding whatsoever. Payment made by the Cardholder to the Bank will be applied in an order as the Bank considers appropriate without prior reference to the Cardholder.

15. a) The Bank may, at any time and without prior notice, set off against or transfer any moneys standing to the credit of the bank accounts of the Cardholder of whatever description and in whatever currency and whether held singly or jointly with others, by any lawful means and at prevailing rate of exchange towards discharge of all sums due from the Cardholder to the Bank under this Agreement.

b) The Bank shall be entitled to exercise a lien over all property which is in the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of business with power for the Bank to sell such property to satisfy such indebtedness by the Cardholder to the Bank.

16. The Cardholder agrees to pay a handling charge for the supply of each copy of sales drafts or cash advance drafts or card statements specially requested by the Cardholder, at such rate as the Bank shall determine from time to time.



17. The Cardholder shall promptly inform the Bank in writing of all changes in employment, business or residential address, country of residence and contact telephone number.
18. Without prejudice to the other terms of this Agreement, if the Cardholder is going to be absent from Macau for more than one month, the Cardholder shall leave clear and specific instructions to settle the Account with the Bank and shall advise such instructions to the Bank's Card Centre prior to his departure.
19.
  - a) If the Card is lost or stolen, or the card number and/or the PIN is suspected to be used by other person, the Cardholder must notify immediately upon discovery of loss, and confirm such loss or theft in writing.
  - b) The Cardholder shall be fully liable to the Bank for every Card Transaction effected through the use of the Card by any person until the Card loss or theft has been reported to the Bank.
  - c) Notwithstanding the foregoing, the Bank may in its sole and absolute discretion act on any oral notice or report of loss or theft of a Card purportedly given by or on behalf of the Cardholder or any one or more of them, and any action so taken by the Bank shall not render the Bank howsoever liable to the Cardholder or otherwise discharge the liability of the Cardholder as provided in this Agreement.
  - d) The Bank will not be obliged to issue a replacement Card to the Cardholder if his Card is lost or stolen. If the Bank agrees to issue a replacement Card, it shall be entitled to charge the Cardholder with a handling fee.
20.
  - a) The Cardholder expressly authorizes the Bank to disclose and transfer to (i) any of the branches, subsidiaries, holding company, associated company or affiliates; (ii) any financial institutions, charge or credit card issuing organizations, credit information or reference bureaus, information service providers, agents, collection agencies or contractors, and (iii) any third party (within or outside the Macau Special Administrative Region) concerned such personal data and other information relating to the Cardholder, his account and transactions and dealings in connection with his account which the Bank may consider appropriate for the purpose of providing the Credit Card Services.
  - b) The Cardholder agrees that the Bank and any person or institutions who has obtained his personal and account information or records from the Bank may use his personal and account information or records collected at any time and from whatever source for the purpose of (i) issuing and maintaining the Card; (ii) maintaining the daily operation of the services provided to the Cardholder; (iii) conducting credit checks; (iv) collecting all sums due to the Bank in connection with the Card and (v) any other purpose relating to the aforesaid.
  - c) The Cardholder agrees and acknowledges that the information is only collected from individuals who voluntarily provide us with their personal information. We may use this information to advise them of products, services and other marketing materials, which we think, may be of interest to them. The Cardholder may disallow the Bank to share any information for cross-marketing purposes.
21. The Bank shall be entitled to employ outside debt collecting agency and/or institution to collect any or all sums due but unpaid by the Cardholder, and for so doing, the Cardholder shall be obliged to indemnify the Bank for all losses, damages, expenses incurred by the Bank in employing such outside debt collecting agency or institution or its nominated agent. Furthermore, the Bank shall not be howsoever liable or responsible (whether in contract or tort) for any default, negligence, act, misconduct and/or deeds of such agency and/or institution.
22. The Bank shall not be liable for the refusal of any merchant to accept or honour the Card nor shall it be responsible in any way for the goods or services supplied to the Cardholder. Any complaint by a Cardholder must be resolved by him with the merchant and no claim by the Cardholder against the merchant may be the subject of set off or counter-claim against the Bank or relieve the Cardholder from obligations to the Bank. Credits to the Account for refunds made by merchants will be made only when the Bank receives a properly issued credit voucher.
23. Virtual Card (including Virtual VISA Card and Virtual MasterCard Card) is the credit card product



and/or services offered by the Bank by means of Virtual Card Account Number where no physical card will be issued therefore. Use of the Virtual Card is restricted exclusively to the Cardholder for purchase of goods and/or services effected via Internet, telephone, fax or mail order or other means as the Bank may from time to time determine. The Cardholder shall at his/her own costs and expenses obtain all computer hardware equipment and software necessary for effecting Virtual Card transactions.

24. The Bank reserves the right to alter, add and/or delete these terms and conditions from time to time and may notify the Cardholder of any such changes and the effective date in any manner it thinks fit. Retention or use of the Card after the effective date will constitute acceptance of such changes without reservation by the Cardholder. If the Cardholder does not accept the proposed changes, the Cardholder must terminate the use of the Card by written notice to the Bank and return the Card cut in halves to the Bank within 7 working days after the effective date.
25. All notice, statements or correspondence sent by the Bank may be sent by regular mail to the usual or last known address of the Cardholder and shall be deemed to have been received by him 2 days after the posting.
26. The Cardholder agrees that upon termination of the use of the Card in accordance with this Agreement, provisions herein which by their nature extend beyond the termination or expiration of this Agreement will remain in effect until fulfilled.
27. No failure or delay by the Bank in exercising any right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
28. If any provision of this Agreement shall be held to be illegal or unenforceable in any respect the validity, legality and enforceability of the remaining provisions hereof shall in no way be affected or impaired thereby.
29. The context of this Agreement permits or requires words importing one gender shall include the other gender and words in singular number shall include plural number and vice versa.
30. The terms and conditions are written in both English and Chinese and the Chinese version shall apply and prevail in the event of any inconsistency or discrepancy.
31. The Bank is supervised by Monetary Authority of Macau (AMCM).
32. This Agreement shall be governed by and construed in accordance with the laws of Macau Special Administrative Region.
33. Nothing shall limit the right of the Bank to take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.