

ATM Card Terms & Conditions

(Effective 26th June 2023)

The ATM Card ("the Card") is issued to the cardholder by OCBC Bank (Macau) Limited ("the Bank") subject to the following conditions.

- 1. The Card can be used on any of the Automatic Teller Machines (ATM) installed and operated by the Bank, such other ATMs installed and operated by such other banks or firms or companies or organizations inside and/or outside Macau, or any other devices or terminals for effecting payment or transfer of funds by electronic means (POS) from time to time announced by the Bank. The Bank reserves the right at its sole and absolute discretion at any time hereafter to add, reduce or delete any of the facilities available to the Card without prior notice and giving reason therefor.
- 2. The Card is and shall at all times be the property of the Bank and the Cardholder shall surrender the Card to the Bank immediately upon the Bank's demand irrespective of whether the Bank has given any prior notice or any reason therefor.
- 3. The Card shall only and exclusively be used by the Cardholder and is not transferable.
- 4. The Personal Identification Number (PIN) issued to the Cardholder for use with the Card and any numbers substituted by the Cardholder for that purpose are strictly confidential. PIN should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. Notwithstanding the foregoing, the Cardholder shall be fully responsible for all transactions involving the use of the Card by any person whomsoever whether or not authorized by the Cardholder.
- 5. The Card shall only be used for withdrawal or transfer if there are sufficient funds in the account concerned. If the withdrawal or transfer is made without sufficient fund, the Account Holder shall repay to the Bank on demand the sum representing the amount of such withdrawal or transfer together with interest thereon at the rate and in the manner chargeable by the Bank for overdraft account with monthly rests.
- 6. If the Cardholder shall consist of more than one person, each and every one of the Cardholder shall be jointly and severally responsible for all transactions involving the use of the Card so issued and the terms and conditions therin shall be jointly and severally binding on each and every one of the Cardholder.
- 7. The Bank's records in relation to any withdrawal, transfer and/or transaction involving the use of the Card shall in all respects be conclusive against and binding on the Cardholder.
- 8. The Cardholder hereby irrevocably authorized the Bank to debit (without any prior notice to the Cardholder) the account(s) of the Cardholder with the Bank the amount of any withdrawal, transfer and/or transaction involving the use of the Card at the ATM of the Bank or at the ATM of any other Member Bank and/or POS whether or not made with his knowledge or by his authority.
- 9. In the event of the lost or theft of the Card, the Cardholder shall immediately notify such loss or theft to the Bank in writing and shall be fully responsible for all transactions involving the use of the Card by any person whomsoever whether or not authorized by the Cardholder prior to the Bank's actual receipt of such written notice. Further, if any replacement card is issued, the Bank is entitled to charge a fee therefore.
- 10. The Card and the related PIN are issued and delivered to the Cardholder at his own risk.
- 11. The Cardholder may apply for cheque book of his/their current account by use of the Card in any of the Bank's ATMs and such application shall have the same effect as the submission by the Cardholder to the Bank of the duly completed and signed Bank's Cheque Application Form.
- 12. The Bank and/or any other institutions shall not be responsible for any and all consequences, if the transactions involving the use of the Card are not honoured or operative for any reason whatsoever or if there is any malfunction and/or failure of the ATM and/or POS.
- 13. The Bank shall be entitled from time to time to impose any limit whether in amount or otherwise on the use of the Card.
- 14. The Bank reserves all the rights to charge a fee for the use of the Card and such fee shall be at such rate and for such period and payable in such manner as the Bank may announce from time to time.
- 15. The Bank shall be entitled, without the consent of or notice to the Cardholder, to disclose to any other institutions, including but not limited to operators of the POS, such information concerning the account of the Cardholder as the Bank may deem necessary or appropriate arising out of or in connection with the use of the Card, the ATM and the POS.



- 16. The Bank shall not be liable for any act or omission of any merchant shop or establishment including, without limitation, any refusal to honour or accept the use of the Card or any statement or other communication made or any dispute, defect or deficiency in any goods or services supplied in connection with the use of the Card. The Cardholder shall handle or resolve all claims or disputes directly with such merchant shop or establishment and no such claim or dispute shall affect or entitle the Cardholder to revoke challenge or vary any transfer or payment effected.
- 17. The Bank reserves the right at all times at its absolute discretion to terminate this agreement with the Cardholder by withdrawal of the Card or the service thereby provided, or by refusing to renew the Card without giving any reason therefor and without any prior notice to the Cardholder.
- 18. The Bank may at any time and without notice to or consent from the Cardholder or any one or more of them set-off or transfer any monies standing to the credit of the bank accounts of the Cardholder or any one or more of them of whatsoever description (including but not limited to current, savings, fixed or call deposit accounts) toward discharge of all sums due to the Bank under these terms and conditions or arising out of the use of the Card.
- 19. The Bank shall be entitled to alter, amend, and/or add to these terms and conditions as the Bank may in the Bank's absolute discretion think fit without any prior notice to the Cardholder and the terms and conditions altered, amended and/or added to shall be effective and binding on the Cardholder. The Cardholder's use of the Card shall be subject to all the terms and conditions currently in force for the time being irrespective of the Cardholder's actual notices or knowledge thereof.
- 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. 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.
- 22. 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.
- 23. 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.
- 24. The Bank is supervised by Monetary Authority of Macau (AMCM).
- 25. This Agreement shall be governed by and construed in accordance with the laws of Macau Special Administrative Region.
- 26. If there is any conflict or inconsistency between the Chinese and English version, the Chinese version shall prevail and the English version shall not affect the construction of this Terms and Conditions.