

服務條款及章程

華僑銀行(澳門)股份有限公司 (下稱本銀行) 依照下列條款將華僑銀行卡(下稱該卡)發給持卡人:

- 該卡可使用之服務範圍包括由本銀行安裝及管理之自動櫃員機, 以及由本銀行隨時決定及宣佈其他裝設於澳門或海外之銀行、商號、公司及機構所安裝及管理之自動櫃員機(下稱自動櫃員機), 及銀行宣佈可應用之其他一切以電子方式支付或轉賬之機器設施(下稱終端機)上使用, 銀行保留權利隨時增加、減少或取消該卡之操作範圍, 而事前無須給予持卡人通知或理由。
- 該卡之物權屬於本銀行, 本銀行可不事先通知或申述理由而逕行要求收回該卡, 持卡人應立即將該卡歸還與本銀行。
- 該卡不得轉借與他人使用。
- 該卡之私人密碼(下稱密碼), 不論是由本銀行發給或由持卡人自行重選, 均須絕對保密。持卡人在任何情況下不得將密碼告知他人。此外, 使用該卡所作出之交易, 無論是否已獲授權, 持卡人仍須對一切交易負責。
- 使用該卡提款或轉賬, 所操作之賬戶須有足夠之存款。如因存款不足, 各存戶須在本銀行通知時, 立刻償還該宗交易金額之款項, 並照本銀行當時所訂之透支利率加付利息。持卡人如為聯名戶, 必須共同及個別負責所有使用該卡所作之交易, 並須遵守本章程所列之全部條款。
- 使用該卡所作之提款、轉賬或其他交易均以本銀行之紀錄為準, 該項紀錄視為具決定性, 並對持卡人具有約束力。
- 使用該卡在自動櫃員機及/或終端機提款、轉賬及/或其他交易, 不論持卡人是否知悉或是否經持卡人授權, 本銀行有權不經事先通知, 逕行將該等款項在持卡人賬戶內支付。該項權力由持卡人授與本銀行, 並不得撤銷。
- 該卡如有損失或被竊, 持卡人必須立即以書面通知本銀行。惟在本銀行接獲通知前, 持卡人仍須對該卡使用之後果負責。持卡人並同意本銀行對補發新卡收取費用。
- 本銀行將該卡及有關之密碼遞交持卡人時, 一切風險由持卡人承擔。
- 持卡人同意經自動櫃員機申請支票簿與填寫一般支票簿申請書有同樣效力。
- 如該卡因任何緣故不能使用、或自動櫃員機及/或終端機操作失靈, 本銀行及/或任何其他會員銀行及/或其他機構毋須負責。
- 本銀行有權隨時對該卡在金額或其他方面的使用加以限制。
- 本銀行對持卡人保留收取費用之一切權力, 而收費率、期限及支付方式將以本銀行隨時公佈為準。
- 如本銀行認為有需要或適當時, 有權將持卡人銀行資料提供予其他會員銀行及/或其他機構, 包括但不限於終端機的經營運作機構, 而毋須通知或取得持卡人同意。
- 本銀行對任何商號、店舖之行動或過失(包括但不限於拒絕接受使用該卡, 該等商號、店舖之任何聲明或書信函件或所出售的貨品, 提供的服務有任何殘缺不全或損毀或紛爭)均不負責任。持卡人須與該等商號、店舖直接解決索賠或紛爭, 絕不能藉該等索賠或紛爭而取消或更改已達成之支付或轉賬, 或提出異議。
- 本銀行保留權利隨時終止該卡之服務或換發新卡。
- 本銀行可無需事前通知或獲得持卡人同意, 隨時將持卡人銀行賬戶(包括但不限於往來存款、儲蓄存款、定期存款或通知存款賬戶)結存抵銷或償付因使用該卡或根據本章程各條款所引致積欠本銀行之一切債務。
- 本銀行有權隨時修訂上述各項條款而無須事先通知持卡人。經修訂之條款將立即生效, 並對持卡人具有約束力。
- (a)持卡人明確授權本行卡服務所須向(i)華僑永亨銀行股份有限公司的任何分行、附屬公司、母公司、相聯公司或聯號公司; (ii)其他金融機構、消費卡、資料交換服務機構、資訊服務提供者、代理人或組織、收賬公司、承包商; 及(iii)任何第三方(在澳門特別行政區境內或境外)披露及轉交有關持卡人個人資料及其他資料, 持卡人賬戶及與其賬戶有關之交易資料。而上述人士或機構均可按其業務所需使用有關資料。(b)持卡人同意本行或經本行委託、授權而從本行獲取其個人及賬戶資料或記錄的任何人士或機構均可使用其個人及賬戶資料記錄, 作為(i)簽發及維持此卡; (ii)為提供服務給持卡人日常運作; (iii)進行信貸檢查; (iv)向持卡人追收欠款; 及(v)與上述有關的用途。(c)持卡人承認銀行收集其個人資料, 乃由客戶自願提供, 並同意銀行可能運用此等資料向客戶發送銀行認為切合其需要的產品、服務及其他市場推廣資料。客戶亦可要求銀行停止使用其個人資料作任何營銷用途。
- 如本行延遲或未有根據本協議行使任何權利或進行索償, 均不能視為已放棄; 即使本行只行使或放棄其中一項或其部份, 本行仍可依照本協議行使其他權利及索償。
- 即使本協議內任何條款被裁定為不合法或不能強制執行, 亦絕不影響本協議內其他條款的效力、合法性及強制執行性。
- 本協議內所用之性別詞彙, 皆適用於其他性別。
- 本行受澳門金融管理局監管。
- 本協議受澳門特別行政區法律管轄, 並按澳門特別行政區法律詮釋。
- 若本條款的英文版與中文版本之間有任何抵觸或不一致, 應以中文版為準。

Terms & Conditions

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

- 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.
- 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.
- The Card shall only and exclusively be used by the Cardholder and is not transferable.
- 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.
- 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.
- 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 thereof shall be jointly and severally binding on each and every one of the Cardholder.
- 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.
- 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.
- 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 therefor.
- The Card and the related PIN are issued and delivered to the Cardholder at his own risk.
- The Cardholder may apply for cheque book of his/her 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.
- 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.
- The Bank shall be entitled from time to time to impose any limit whether in amount or otherwise on the use of the Card.
- 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.
- The Bank shall be entitled, without the consent 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- The Bank is supervised by Monetary Authority of Macau (AMCM).
- This Agreement shall be governed by and construed in accordance with the laws of Macau Special Administrative Region.
- 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.