

## CREDIT CARD CARDHOLDER AGREEMENT

[Effective 21 June 2024]

The below terms and conditions govern your use [including activate] of the Card [as defined below] and related services. Before you use [including activate] any of your Card and any related services, please read this Agreement carefully and make sure that you understand the terms and conditions thoroughly. By using [including activating] the Card, the Card Account [as defined below], the Card Account Number [as defined below] or any related services, it means that you have accepted all the terms and conditions set out below and are bound by them. If you do not want to be bound by the terms and conditions set out below, please shred the Card immediately and return to us or [for Virtual Card [as defined below] only] you must provide us with reasonable written notice to terminate the credit card account within a reasonable time. Termination of the Card and Card Account by you is only effective after we have received the Card or written notice.

### 1. Meaning of Words

In this Agreement, unless the context otherwise requires:

- **"Agreement"** means this OCBC Credit Card Cardholder Agreement and as from time to time amended, varied, supplemented or replaced by us.
- **"ATM"** means an automatic teller machine or automatic cash dispenser or Terminal through which a banking transaction may be effected.
- **"Card"** means all credit cards issued by us from time to time, whether or not with a branding of a Card association [including without limitation any affinity card, co-branded card and Virtual Card], either as a Principal Card or Supplementary Card.
- **"Card Account"** means the account we open and maintain in the name of the Principal Cardholder for the purpose of this Agreement.
- **"Card Account Number"** means the account number we assign to the Cardholder which enables cardholders to make Card Transactions which are to be settled under the Card Account.
- **"Card Currency"** means the billing currency corresponding to the Card
- **"Card Association"** means associations of card issuers and acquirers including Visa, Mastercard, UnionPay and all other entities performing the functions of a card association.
- **"Card Transactions"** means any purchase of goods and/or services, Card Account or any transaction charges, fees, autopay, instalment, balance transfer, cash advance and interest whether the same is authorized by the Cardholder or not.
- **"Cardholder"** means any person to whom we issue one or more Cards and includes a Principal Cardholder and any Supplementary Cardholder, their respective personal representatives and lawful successors.
- **"Combined Credit Limit"** Means the aggregate maximum amount of the Principal Cardholder and any Supplementary Cardholder(if any) are entitle on the Card Account as specified in the Statement.
- **"Credit Limit"** means the maximum amount a Cardholder is individually and separately entitled to have outstanding in relation to a Card on the Card Account if so specified in the Statement.
- **"Card Not Present [CNP]"** means transactions where customers do not need to present a physical card at a card reader or terminal. [Including but not limited to payment through any third-party application, such as MPay/ UnionPay APP/ Alipay/ WeChat, Internet, mail order, phone order and other related transactions, etc.].
- **"Macau"** means the Macau Special Administrative Region of the People's Republic of China.
- **"Minimum Payment"** means the minimum amount as we specify from time to time at our sole discretion in the relevant Statement or otherwise and notify the Cardholder that they shall pay to us on or before each Payment Due Date.
- **"New Balance"** means the unpaid balance or debit balance of the Card Account the Cardholder owes us for any month in respect of Card Transactions that we specify in the relevant Statement.
- **"Payment Due Date"** means the date on which the New Balance is due and payable by the Cardholder to us.
- **"Person"** includes any individual, corporations, firms, company, partnership, associates or other organization.
- **"PIN"** means in relation to a Cardholder, the Personal Identification Number we provide to the Cardholder to enable him to gain access to ATM or certain Terminals to give Transaction Instructions. This includes the Personal Identification Number the Cardholder subsequently alters.
- **"Principal Card"** means a Card issued to the Principal Cardholder.
- **"Principal Cardholder"** means a person whose application for a Principal Card is accepted by us and in whose name we open a Card Account.
- **"Schedule"** means the **"Bank Service Fee & Charge Schedule"** stipulated by us and as revised or amended by us at any time and from time to time.
- **"Statement"** means a monthly statement of Card Account we issue to a Cardholder each month which sets out the financial liabilities the Cardholders owe us on the date of the statement and such other information as we consider appropriate from time to time.
- **"Supplementary Card"** means a Card issued to the Supplementary Cardholder at the joint requests of the Principal Cardholder and that person.
- **"Supplementary Cardholder"** means a person to whom we issue a Supplementary Card.
- **"Terminals"** means any Automatic Teller Machine, dial terminal, electronic data capture terminal, point-of-sale terminal or other terminals through which Transaction Instructions may be given.
- **"Transaction Instructions"** means any instruction given to us by any means of using the Card directly or indirectly [whether or not through another person] to effect a transaction.
- **"Virtual Card"** means all virtual cards issued by us either as a Principal Card or as a Supplementary Card. [but not physically] with a Card Account Number assigned by us from time to time

- **"Virtual Card Transaction"** means transactions using credit cards online, telephone, fax, mail order, or other methods that we may decide from time to time (depending on the situation) to make purchases and/or service consumption using credit cards online, whether they have been authorized by the cardholder or not.

- **"we"** and its derivatives means OCBC Bank (Macau) Limited, its successors and assigns and/or any Bank Group Company adopting this Agreement as the agreement between the Cardholder and that company.

"Clause and Appendix headings are for ease of reference only and all the Appendices shall form an integral part of this Agreement."

## 2. Card

### Issue of Card

2.1 We may at our sole discretion issue a Principal Card to the Principal Cardholder. We may also at our sole discretion issue a Supplementary Card to such person[s] whom the Principal Cardholder nominates.

### Confirm receipt of Card

2.2 The Cardholder must confirm receipt of the Card by ways we prescribe from time to time before the cardholder can effect any Card Transaction.

### Signature

2.3 The Cardholder must sign on the signature panel of the Card [except for Virtual Card] immediately on receipt. The Cardholder is fully responsible for any losses or consequences, financial or otherwise suffered or incurred by him, if he fails or delays to comply with the Clause 2.3.

### Card is our property

2.4 The Card remains as the bank property at all times and is not transferable to any person. Cardholders must not use their credit cards as collateral. The Bank reserve the right to restrict the use of the credit card at any time, including credit limit/combined credit limit and other restrictions, and has the right to withdraw, cancel, terminate the credit card and the services provided with the credit card at any time. without notice and reasons in advance, and the Bank is not responsible for the consequences of this action even before the validity date on the card,

### Use of Card

2.5 Each Cardholder accepts the terms and conditions of this Agreement when they made first transaction (including activation) using the Card.

2.6 The Cardholder must maintain and operate the Card Account to our satisfaction.

2.7 Each Cardholder undertakes to act honestly and in good faith at any time in relation to all dealings with the Card and us.

2.8 The Cardholder must use the Card in accordance with the terms and conditions of this Agreement and other applicable terms and conditions. In particular, cash advance in overseas or other services may be subject to further requirements set by us, if any, from time to time.

### Protecting the Card and the PIN

2.9 The Cardholder must not allow any other person to use the Card, the Card Account Number or the PIN.

2.10 The Cardholder must keep the Card, the Card Account Number and the PIN safe at all times under the Cardholder's own control.

2.11 The Cardholder is fully responsible for any losses or consequences, financial or otherwise suffered or incurred by themselves, if they fail or delay to comply with Clauses 2.9 and 2.10.

2.12 As soon as we provide the PIN to the Cardholder, it remains effective until we cancel the Card. The Cardholder must keep the PIN of the Card strictly confidential and may change the PIN at any time by such ways we prescribe and the new PIN takes effect immediately.

2.13 The Cardholder must inform us immediately in written format or by telephone (which we may ask the Cardholder to confirm us in written notice with any details) upon discovery that the PIN is lost, stolen or known to any other person. All withdrawals, transfers and/or transactions involving the use of the PIN by any person (whether authorized by the Cardholder or not) before we have received the aforesaid information in written notice from the Cardholder are conclusively binding on the Cardholder, without affecting our rights under Clause 10.

2.14 The Cardholder accepts full and sole responsibility for any losses or consequences, financial or otherwise suffered or incurred by him arising from or in connection with the Card being used by and/or the PIN being known to or used by another person for whatever reason, **and the Cardholder shall indemnify us against all losses and damages suffered or incurred by us arising therefrom or in connection therewith.**

### Restriction on the use of Card

2.15 The Cardholder must not use the Card to pay any illegal transactions, including but not limited to all forms of illegal gambling activities [via internet, online or otherwise] in Macau or other jurisdictions. The Cardholders are responsible for any losses or consequences, financial or otherwise suffered or incurred by themselves arising from or in connection with their failure to comply with this Clause 2.16, **and the Cardholder shall indemnify us against all losses and damages suffered or incurred by us arising therefrom or in connection therewith.**

### Using Card on ATM or other Terminal

2.16 The Cardholder may use the Card and the PIN for services that we provide from time to time, through operating the ATM or any Terminals that we designate or provide.

2.17 The use of the Card through such ATM or Terminals is also governed by all the terms and conditions of "ATM Card Terms & Conditions" as set out in "OCBC Bank (Macau) Limited Terms and Conditions for all Accounts and Related Services" together with the amendments and supplements applicable from time to time. The aforesaid terms and conditions are binding on the Cardholder despite their lack of actual notice or knowledge thereof.

2.18 Our record of any Card Transaction involving the use of the Card on the ATM or Terminals is in all respects conclusive and binding on the Cardholder.

Expiry, renewal or replacement of Card

- 2.19 The Card shall expire on the last day of the month indicated on Card unless early terminated. The Cardholder shall return the Card to us upon our request. If the Cardholder asks for a renewal or an additional Card, we may at our discretion issue to the Cardholder a renewal or an additional Card on such terms and conditions that we consider appropriate. If the Card is not renewed, all amounts outstanding in relation to the Card shall become immediately due and payable.
- 2.20 If the Cardholder, for whatever reasons, loses or damages the Card or forgets the Card Account Number or asks for a replacement Card, we may at our sole discretion issue to the Cardholder a replacement Card on such terms and conditions [including but not limited to charge a handling or replacement fee on the Card Account] that we consider appropriate.
- 2.21 If the Cardholder asks for a Card replacement, the Cardholder must return the Card to us in person.

Supplementary Card

- 2.22 The Principal Cardholder and the Supplementary Cardholder authorize us to send the Supplementary Card, its PIN, all communications and relative notices to the Principal Cardholder.
- 2.23 If there is more than one Cardholder under the Card Account, the Principal Cardholder and the Supplementary Cardholder are fully liable for all transactions and obligations.
- 2.24 Where the Card is used to effect Card Transactions to a total amount exceeding the Credit Limit or the Cards are used to effect Card Transactions to an aggregate total amount exceeding the Combined Credit Limit, the Principal Cardholder and Supplementary Cardholder are fully liable for the total aggregate outstanding amount and all charges exceeding the Credit Limit and/or Combined Credit Limit on the Card Account. We may recover from the Principal Cardholder or the Supplementary Cardholder or both as we decide.

**3. Card Account**

- 3.1 The Card Account and related services are also governed by the terms and conditions of the "OCBC Bank (Macau) Limited Terms and Conditions for all Accounts and Related Services" together with the amendments and supplements applicable from time to time. The Cardholder may obtain a copy of the aforesaid terms and conditions at our branches and our website. The aforesaid terms and conditions are binding on the Cardholder despite their lack of actual notice or knowledge thereof.
- 3.2 We maintain a Card Account of the Card Transactions. We debit the values of the followings to the Card Account:
- (a) all purchase of goods and/or services; [Even if the cardholder does not sign any receipt, the transaction includes but not limited to payment by telephone, fax, mail order, internet, direct authorization to transfer funds from the account, or through the merchant's POS terminal, or using the credit card for telephone services, or any other device approved by the card issuing company at any time];
  - (b) all installment payments, balance transfers, cash advances or any other transactions in connection with or effected by using the Card or Card Account or Card Account Number [whether or not the Cardholder or another person uses the Card physically or otherwise]; and
  - (c) all related charges, fees, interests, outstanding balance, costs, expenses and other sums payable under this Agreement.

**4. Credit Limit or Combined Credit Limit**

- 4.1 Your Card carries a credit limit or combined credit limit for purchases and cash advances and Card Not Present (CNP) function is default enabled. Please refer to your Card Acknowledgement or statement for the applicable credit limit or combined credit limit on that Card. You are required to comply with the credit limit on your Card. If The Cardholder has used [including activated] the Card, they have agreed to the credit limit or combined credit limit applicable to the Card and enabled the CNP function.
- 4.2 The Cardholder must not use the Card to a total amount exceeding the Credit Limit. The Principal Cardholder must not use the Cards and, as the case may be, together with any Supplementary Cardholder jointly, to an aggregate total amount exceeding the Combined Credit Limit. We may at our absolute discretion permit transaction to be effected in excess of the Credit Limit or Combined Credit Limit and the Cardholder shall be liable for such transaction and the related fees and charges [including without limitation refer to terms and condition 7.9a over-the-limit fee].
- 4.3 The Principal Cardholder may make a request for us to decline to permit transaction exceeding the Credit Limit or Combined Credit Limit. For the avoidance of doubt, such request shall apply to all credit cards maintained under the name of the Principal Cardholder and the Supplementary Card. After such request has taken effect, Card Transactions which result in the outstanding balance under the Card Account exceeding the Credit Limit or Combined Credit Limit will not be approved. Despite the Principal Cardholder's request being effected, you acknowledge and agree the Card Account may still be subject to an over-the-limit scenario under exceptions without prior notice to the Cardholder and the Cardholder shall be liable for such transactions and the related fees and charges. Exceptions include any Card Transaction which is not immediately processed by us or does not require our authorisation for effecting payment. Examples of exceptions may include but not limited to the following (or any of them) depending on the type of your Card:
- (a) MacauPass Automatic Add-Value transactions;
  - (b) Contactless payment transactions;
  - (c) Transactions approved yet late posted;
  - (d) Transactions where the posting amount exceeds the transaction amount, for example due to currency exchange rate fluctuations in respect of foreign currency transactions; and
  - (e) Transactions approved by Visa, MasterCard or UnionPay to your Card Account which may result in over-the limit transactions.
- 4.4 Notwithstanding anything in this Agreement to the contrary, we may designate, decide, reduce, adjust, revoke or cancel at our absolute discretion the Credit Limit and/or Combined Credit Limit to the Card Account from time to time, no prior notification is

required to the Cardholder, If increment of credit limit or combined credit limit are required, whether it is initiated by the cardholder or unilaterally executed by the bank, the cardholder still needs to receive notification from the bank and give explicit consent for it to take effect. The Cardholder must strictly observe any Credit Limit specially designated to them and/or, as the case may be, such Combined Credit Limit designed to them or all of them. The Cardholder may request for a review of such Credit Limit and/or Combined Credit Limit at any time, but we are entitled to determine the application at our absolute discretion.

## 5. Liability Cardholder's liability

### Cardholder's liability

- 5.1 The Cardholder is liable for all Card Transactions and all costs and expenses (including but not limited to legal fees) that we reasonably incur in enforcing this Agreement and/or recovering any sum owed by the Cardholder to us that we may debit to the Card Account, irrespective of whether the Credit Limit and/or Combined Credit Limit is/are exceeded and/or whether any sales, installment payments, balance transfers or cash advance vouchers are signed by the Cardholder, without prejudice to our rights under other provisions of this Agreement.

### Instruction given to us

- 5.2 We have no duty to verify the identity of the person giving any Transaction Instruction purportedly in the name of the Cardholder. Unless we receive any notice, we have the right to be authorized to act on any Transaction Instruction we reasonably believe to have emanated from the Cardholder.
- 5.3 We are not liable for acting in a reasonable manner on any such Transaction Instruction referred to in Clause 5.2 even if it is subsequently found to have emanated from an unauthorized person (whether or not the Cardholder signs any sales draft or other document in order to issue the Transaction Instruction).
- 5.4 Each Cardholder is liable for all charges arising from a Transaction Instruction referred to in Clause 5.2, even if the Transaction Instruction is unauthorized, in accordance with Clause 10.2.
- 5.5 The Principal Cardholder and each Supplementary Cardholder agree to be bound by all instructions given by any of them to us. For the avoidance of doubt, any reference to "instruction" in this Agreement includes, among other things, a Transaction Instruction.

## 6. Statements

### Issuance of Statement

- 6.1 We will issue a Statement to the Principal Cardholder [or to both the Principal Cardholder and the Supplementary Cardholder, as the case may be] at a specified date of each month or at such interval as we decide. The Statement will detail the New Balance and the Payment Due Date. If we do not receive any notification from the Cardholder within seven (7) days after the date of the Statement that the Cardholder has not received the Statement, the Cardholder shall be deemed to have received the Statement.
- 6.2 However, we need not issue a Statement if
- [a] No transaction has been made since the last Statement or
  - [b] The Card Account balance reaches zero as at the date of the Statement.

### Accuracy of Statement

- 6.3 The Cardholder must check the correctness of each and every entry made in the Statement and immediately inform us in writing of any inaccurate entries. If the Cardholder suspects or becomes aware that there is an unauthorized transaction printed in the Statement, they must inform us immediately. If we do not receive any written objection within fourteen (14) days from issuance of the Statement, our record and Statement of all Card Transactions and charges are conclusively true and correct and binding on the Cardholder for all purposes.

## 7. Payment

### Payment by due date

- 7.1 Without prejudice to our overriding right to demand immediate repayment from you pursuant to Clause 11.6, the Cardholder agrees to pay the full amount of the New Balance or at least the Minimum Payment as shown on the Statement on or before the Payment Due Date, among all his other liabilities under this Agreement. The Cardholder's liability to us remains even if, for any reason, the Cardholder does not receive the Statement.

### Retail purchase [including all payments by Card]

- 7.2 No interest [other than interest charged pursuant to Clause 7.3] shall be charged on retail purchase transactions if we receive the full amount of the New Balance on or before the Payment Due Date in respect of a Statement. Otherwise, interest will be charged on a daily basis on the unpaid outstanding on each day from the date of that Statement related to or connected with retail purchase transactions at the interest rate 29.25% per annum until repayment in full.

### Cash advance and balance transfer

- 7.3 Interest for balance transfers and cash advances is charged and calculated from the transaction date on a daily basis at the respective rates 29.25% per annum until repayment in full. We also charge a handling fee for cash advance as specified in the Bank Service Fees & Charges on each cash advance.

### Minimum Payment

- 7.4 Notwithstanding Clauses 7.2 and 7.3, in respect of a Statement, if the Cardholder fails to pay the Minimum Payment on or before the Payment Due Date, the Card Account will be regarded as in a delinquent status and the applicable interest rates to delinquent rates is 29.25% p.a. each or such other rates as we specify from time to time, starting from the date of the next second Statement following that Statement.



- 7.5 If the New Balance is less than MOP/HKD50 (as determined by us from time to time), the Minimum Payment due is the amount of the New Balance. For the avoidance of doubt, the Minimum Payment shall be determined by us in accordance with our usual practice and specified by us from time to time.

Late payment fee

- 7.6 If we do not receive the Minimum Payment on or before the Payment Due Date, we also charge the Cardholder a late payment fee as specified in the Bank Service Fees & Charges.

Annual membership fee

- 7.7 We charge an annual membership fee to the Card Account on the card issuance date annually. The Cardholder agrees to pay the annual membership fee. If the Cardholder terminate or cancel the Card after the issuance date, we will not refund any annual membership fee. If we terminate the Card prior to the annual issuance date (other than by reasons set out in Clause 11.2), we may refund the annual membership fee on a pro-rata basis.

Costs and expenses

- 7.8 The Cardholder agrees to pay all charges, costs and expenses (including but not limited to all legal costs) that we reasonably incur (whether before and/or after judgment and/or legal proceedings) for the enforcement of any provision of this Agreement and/or recovery of any default payments.

Service fees

- 7.9 The Cardholder agrees to pay us the following fees as specified in the Bank Service Fees & Charges:
- (a) over-the-limit fee if the New Balance exceeds the pre-approved Credit Limit and/or Combined Credit Limit.
  - (b) The cheque deposited into the credit card account has been rejected or returned.
  - (c) The direct payment instruction authorized by the cardholder's designated payment bank has been rejected.

Handling fee

- 7.10 We charge a handling fee for issuing a replacement card as set out in the Bank Service Fees & Charges.

Other fees and charges

- 7.11 The Cardholder agrees to pay any other fees and charges as notified by us at any time and from time to time by giving prior notice in accordance with Clause 12.1.

Request for sales draft and other document

- 7.12 If the Cardholder asks us to provide copy of sales draft, balance transfer or cash disbursement voucher or card Statement, the Cardholder agrees to pay a handling charge as specified in the Bank Service Fees & Charges for the supply of each copy of such documents.

Withhold payment

- 7.13 If the Cardholder reports any error in the Statement before the Payment Due Date shown on that Statement, the Cardholder may withhold payment of the disputed amount until we complete our investigation, however without affecting our rights under Clause 10. The Cardholder must pay the disputed amount if the Cardholder's report is proved to be unfounded. We reserve our right to re-impose the interests or other charges on the disputed amount over the whole period (including the investigation period) if the Cardholder's report is proved to be unfounded after our investigation. Our decision on the investigation is conclusive and binding on the Cardholder.

Payment in full

- 7.14 The Cardholder discharges their payment obligation only when we have actually received the relevant funds in full without any set off, claim, condition, restriction or withholding whatsoever.
- 7.15 All payments to us must be made in the Card currency. If the Card currency is MOP, payment must be made in Macau patacas, if the card currency is HKD payment must be made in HKD. If we accept payment in other currency, only the net amount (after conversion in accordance with our usual practices) actually received by us (less all applicable fees and charges) will be credited to the Card Account.

Transaction in other currency

- 7.16 If a Card Transaction is effected in a currency other than the Card currency, the transaction amount will be converted into Card currency at a wholesale market rate selected by a Card Association before posting to the Card Account. For example, a MOP Card is in Macau patacas.

Rate for currency conversion by a Card Association

- 7.17 A Card Association may select a wholesale market rate within a range of wholesale market rates or the government-mandated rate for currency conversion. Such exchange rate as determined by such Card Association on the date of conversion, which may differ from the rate as at the transaction date due to market fluctuations, is in any event conclusive and binding on the Cardholder.

Fees relating to foreign currency transaction

- 7.18 We may waive the service fee for currency conversion in respect of any UnionPay Card Transaction. However, we are entitled to charge such service fee by giving prior written notice.
- 7.19 We charge a service fee at the rate of 1.75% (included 1.00% reimbursement charge will be imposed by Visa / Mastercard International plus 0.75% cross border fee imposed by the Bank) on the relevant converted transaction amount for any other Card Association's Card Transaction made in a currency other than Macau patacas (whether made in or outside Macau). We may revise such service fee from time to time.

Fee relating to Settling Foreign Currency Transaction in Macau patacas

- 7.20 Cardholder 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 us. In such cases, Cardholder is 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 settling foreign currency transactions in Macau patacas may involve a cost higher than the foreign currency transaction handling fee.

- 7.21 We may waive the service fee for settling foreign currency transactions that are different from the original Card currency in respect of any UnionPay Card Transaction. However, we are entitled to charge such service fee by giving prior written notice.
- 7.22 We charge a service fee at the rate of 1.75% (included 1.00% reimbursement charge will be imposed by Visa / Mastercard International plus 0.75% cross border fee imposed by the Bank) on the relevant converted transaction amount for any other Card Association's Card Transaction (whether made overseas or via foreign website). We may revise such service fee from time to time.

The way we apply payments

- 7.23 We may apply the payment we receive under this Agreement in the following order (or such other order as we determine from time to time at our discretion) in or towards payment of:
- (a) first, the Minimum Payment specified in the last Statement;
  - (b) secondly, unpaid interest and fees
  - (c) thirdly, all principal amount of retail purchase transactions; and
  - (d) cash advance amount
  - (e) fourthly, all other amounts that the Cardholder owes to us under this Agreement.

When Cardholder is away from Macau

- 7.24 If the Cardholder is to be away from Macau for over one (1) month, the Cardholder may give us instruction regarding payment for the Card Account with us. Such instruction must be clear and specific, and must be delivered to us prior to the Cardholder's departure, failing of proper arrangements as stated, which interests may be incurred on the outstanding balance.

Refund to the Card Account

- 7.25 We will not pay interest for any credit balance on the Card Account. The Principal Cardholder may request us to refund any credit balance on the Card Account and we charge a handling fee for such request.
- 7.26 We may also refund all or part of any credit balance on the Card Account at any time and from time to time at our absolute discretion, without request, consent, and without notice. We may do so by transferring such credit balance to another account maintained with us and held under the name of the Principal Cardholder or by such other means as we think fit. Handling fee will not be charged for doing so.

## **8. Right of Set-off and Lien**

Right of lien

- 8.1 We are entitled to a lien on any balance of your credit card account.

Right of set-off

- 8.2 In addition and without prejudice to Clause 8.1, we are entitled, to the fullest extent permitted by law and without prior notice to any person, to set-off our obligations and liabilities to the Cardholder (including but not limited to (a) any credit balance on any account. Including but not limited to any card, current, savings, time deposit, investment, mortgage, hire purchase, leasing account or other account of any other nature (whether subject to notice or not and whether matured or not and in whatever currency(ies)) of the Cardholder) with us or any other company related to or associated with us to which the Cardholder may be beneficially entitled; (b) any other sum due or owing by us to the Cardholder in whatever currency(ies); and (c) any credit balance on any account opened by us on behalf of Cardholder with any other financial institutions in Macau or elsewhere against the Cardholder's obligations and liabilities to us whether actual, future or contingent, even if the Cardholder is not in default. We can apply such amount of set-off in such manner and order in respect of the Cardholder's obligations and liabilities to us as we at our absolute discretion decide.
- 8.3 For the purposes of this Clause 8, an account shall be regarded as having a credit balance if under or pursuant to an overdraft facility, even though the account may already be overdrawn but the amount overdrawn is still less than the maximum amount available under the overdraft facility, and the amount of such credit balance shall be equal to the amount which is still available under the overdraft facility.
- 8.4 In so far as any of the Cardholder's obligations and liabilities are contingent or future, our liability to pay any credit balance on any of the Cardholder's accounts to the Cardholder shall be suspended to the extent necessary to cover such liabilities until the happening of the contingency or future event.
- 8.5 The Cardholder agrees and acknowledges that the Cardholder's obligations and liabilities to us against which we are entitled to set-off under this Clause 8 includes any time-barred obligations and liabilities (whether or not as a result of the provisions of the Limitation Ordinance).

Separate right

- 8.6 Our rights of set-off and lien under this Clause 8 is in addition and without prejudice to other security or any general lien, right of set-off or similar right we may be entitled at law, in equity, or any other agreement between the Cardholder and us.

Joint account

- 8.7 In case of a joint account, we may exercise our right under this Clause 8 and apply any credit balance on such joint account to satisfy any indebtedness one or more of the holders of such joint account owe us.

Currency conversion

- 8.8 We have the right to carry out any necessary currency conversion as we consider necessary to effect our rights under this Clause 8 and determine the rate of exchange applicable, and such rate of exchange is conclusive and binding on the Cardholder. The Cardholder is liable for the cost of such conversion and the cost of such conversion forms part of our right of set-off under this Clause 8.

Notification

8.9 We will as soon as practicable notify the Cardholder after we have exercised the right of set-off, lien or conversion.

## 9. Exclusion of Liability

- 9.1 If any other provision in this Agreement is inconsistent with this Clause 9, this Clause 9 prevails to the extent of any such inconsistency.
- 9.2 Unless the loss and damage is reasonably foreseeable, direct and caused directly and solely by our gross negligence or wilful default or that of our employees acting in the course of employment, we are not liable for any loss or damage howsoever caused, including without limitation any loss or damage arising from:-
- (a) the refusal of any merchant to accept or honour the Card;
  - (b) our refusal to grant credit authorization for any retail purchase or other transaction notwithstanding the availability of credit under the Card Account;
  - (c) the quality and condition of the goods or services supplied to the Cardholder by using the Card;
  - (d) any disputes between the merchant and the Cardholder and any complaints or claims against the merchant by the Cardholder. The Cardholder must resolve any such disputes with the merchant or the Cardholder must complain or claim against the merchant without involving us. The Cardholder's disputes, complaints or claims against the merchant will not give the Cardholder any rights to set off or counter claim against us or relieve his obligation to us;
  - (e) the malfunction of any Terminal;
  - (f) the use of the Card and/or services by any other person whether or not authorized by the Cardholder, until we have received proper notice that the Card or Card Account Number or PIN has been lost or stolen as we require in Clause 10.1;
  - (g) our demand and procurement of the Cardholder's surrender of the Card prior to the expiry date [whether we or our authorized person make such demand or procurement];
  - (h) our reduction of the Credit Limit or Combined Credit Limit or termination of any Card or Card Account;
  - (i) any misstatement, misrepresentation, error or omission in any detail disclosed by us pursuant to Clause 13 of this Agreement;
  - (j) the inability to execute any of the Cardholder's instruction due to any mechanical failure, improper functioning, breakdown, interruption, suspension, delay or inadequacy of system, equipment or installation relating to the performance of our functioning under this Agreement;
  - (k) any failure in the Cardholder's ability to use the Card or any services under the Card directly or indirectly due to any industrial disputes or any factors outside our or our agent's or our sub-contractor's control; and/or
  - (l) the inability to execute any of the Cardholder's instruction due to the running of the day end cycle of our computer system.
- 9.3 If the applicable laws and regulations prohibit the exclusion or restriction of our liability, nothing in this Agreement has the effect to exclude or restrict our liability.
- 9.4 If any compulsorily applicable legislation requires that the Cardholder's responsibility for our costs and expenses does not cover those not reasonably incurred by us, the Cardholder's responsibility under this Agreement shall be construed to such effect.

## 10. Lost Card Liability

### Cardholder's liability

- 10.1 Upon discovery of the loss, theft, unauthorized use, misuse and/or disclosure of the Card or Card Account Number or PIN, the Cardholder must immediately report such loss, theft, unauthorized use, misuse and/or disclosure to our card centre and to the police, and confirm with us the loss, theft, unauthorized use, misuse and/or disclosure in writing thereafter. The Cardholder undertakes to give us and the police all the information that he has as to the circumstances of any loss, theft, unauthorized use, misuse and/or disclosure of the Card and to take all reasonable steps to assist us to recover the lost or stolen Card. For the avoidance of doubt, the Cardholder is deemed to have acted with gross negligence if he fails to [a] notify us of the loss, theft, unauthorized use, misuse and/or disclosure within reasonable time upon such discovery or [b] follow the measures that we recommend to safeguard the Card and the PIN.
- 10.2 The Cardholder is fully liable for all amounts that we debit to the Card Account whether due to the unauthorized use or misuse of a Card or Card Account Number or PIN or through a lost or stolen Card, before we receive notification of the loss, theft, unauthorized use, misuse and/or disclosure of a Card or Card Account Number or PIN.
- Act on report of loss of a Card
- 10.3 We may at our sole and absolute discretion act on any oral notice or report of loss, theft, unauthorized use, misuse and/or disclosure of a Card or Card Account Number or PIN purportedly given by or on behalf of the Cardholder. Any such action taken by us shall not make us liable to the Cardholder or shall not discharge the Cardholder's liabilities under this Agreement.

## 11. Breach and Termination

### Termination by us

- 11.1 We may, without any cause, at any time at our absolute discretion and without giving any reason or prior notice to the Cardholder, :-
- (a) cancel, suspend, reduce, revise or terminate any or all credit facilities extended to the Cardholder under the Card Account;
  - (b) terminate this Agreement;
  - (c) cancel, suspend or freeze the Card Account;
  - (d) suspend or terminate the use of all or any of the Cards;

- (e) demand or procure the surrender by the Cardholder all or any of the Cards; and/or
- (f) withdraw or revoke all or any of the Cards issued.

The Cardholder agrees that all provisions contained in this Agreement shall continue in full force and effect even after the termination of the use of the Card.

- 11.2 Without prejudice to Clause 11.1, we may also exercise any of our rights under Clause 11.1(a) to (f) without giving any prior notice to the Cardholder if:
- (a) the Cardholder breaches any terms and conditions of this Agreement,
  - (b) the Cardholder fails to pay any amounts due under the Card Account,
  - (c) the Cardholder fails to pay any debt when due,
  - (d) the Cardholder passes away, or
  - (e) the whereabouts of the Cardholder becomes unknown to us due to any cause attribute to the Cardholder.

#### Termination by Cardholder

- 11.3 The Principal Cardholder may at any time notify us in writing to cancel the Card Account or to terminate the use of any or all Cards under the Card Account. The Supplementary Cardholder may at any time notify us in writing to terminate the use of their Supplementary Card.
- 11.4 If the Cardholder cancels the Card Account or terminates the use of their Card, they shall cut the relevant Card(s) into halves and then surrender and return the pieces to us. Before we receive the surrendered Card(s), the Principal Cardholder and the Supplementary Cardholder are liable for all Card Transactions effected through the use of the relevant Card(s).

#### What happen if terminated

- 11.5 Upon our exercising of our rights under Clauses 11.1 or 11.2 or the Cardholder's cancellation or termination the Cards under Clause 11.3, without prejudice to any other rights we may have under this Agreement, then (a) all rights and privileges of the Cardholder shall immediately and automatically be terminated; (b) all amounts outstanding under the Cards (whether or not posted to the Card Account) shall immediately be due and payable without demand or notice; and (c) the Cardholder shall be liable for any loss suffered by us directly or indirectly resulting from or in connection with our exercising of our rights under Clauses 11.1 or 11.2 and/or the Cardholder's cancellation or termination of the Card under Clause 11.3.

#### Repayment on demand

- 11.6 Notwithstanding anything in this Agreement to the contrary, we shall have an overriding right at any time to demand immediate repayment from the Cardholder and the Cardholder must immediately upon our demand pay us all amounts outstanding on the Card Account (whether or not already reflected in the New Balance of a Statement and whether or not due and payable at the date of such demand) and all charges, costs and expenses then incurred but we have not yet charged to the Card Account. Interest will immediately accrue (if not already accruing) on all sums outstanding, including without limitation all amounts, charges, costs and expenses, on a daily basis from the date of demand or from the date of posting, as the case may be, to and inclusive the date of repayment at the prevailing rate.

#### When Cardholder's right to use the Card be ceased

- 11.7 The Cardholder's right to use the Card ceases immediately when this Agreement is terminated under this Clause 11 or the Cardholder reports the loss or theft of the Card to us. Continued use of a terminated card is strictly prohibited and may be unlawful.

## 12. Amendment and Assignment

### Amendment

- 12.1 We reserve our rights at any time (a) by giving prior notice in any manner appropriate by the bank to the Cardholder to prescribe new items of, change, increase and/or revise interest, fees and charges payable by the Cardholder from time to time and at any time [including without limitation those contained in the Bank Service Fees & Charges] in respect of the use of the Card and/or the related services, and/or significantly revise the terms and conditions of this Agreement; and (b) by giving reasonable notice in any manner appropriate by the bank to the Cardholder to make any other revision, variation, amendment, alteration, addition and/or deletion to the terms and conditions of this Agreement.
- 12.2 Any revision, variation, amendment, alteration, addition and/or deletion of the terms and conditions of this Agreement and any prescription, change, increase and/or revision of interest, fees and charges as mentioned in Clause 12.1 [collectively "**the change**"] are effective after the notice period when we display, advertise or post it on our website on the internet or when we bring to the Cardholder's attention by such means we think fit. The Cardholder shall be deemed to have conclusively accepted the change if they continues to retain and use the Card Account after the effective date of the change. If the Cardholder does not accept the change, they must terminate the use of the Card by giving written notice and returning the Card cut into halves to us before the effective date of the change and repay immediately all amounts outstanding on the Card Account.

### Assignment

- 12.3 The Cardholder cannot assign or transfer the whole or any part of their rights and/or obligations under this Agreement. We may assign, sub-participate or transfer any or all of our rights and obligations under this Agreement.

## 13. Information

### Information Cardholder gives us

- 13.1 The Cardholder understands that the issuance of the Card is based on the accuracy of information that they provides to us, and therefore they may be criminally liable if they provides us with inaccurate and untrue information.
- 13.2 The Cardholder confirms and undertakes that all information, particularly information on their financial liabilities, provided by them is true and correct.



13.3 Each Cardholder must notify us in writing immediately if there is any change in their employment, residential address, business address, country of residence, e-mail address or contact phone numbers.

13.4 Each Cardholder must also inform us as soon as possible if they have any difficulty in repaying any outstanding balance to us.

Information we disclose

13.5 The Cardholder acknowledges and agrees that the provisions of “**Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance**” (“the Notice”) form part of the terms and conditions of this Agreement. The Cardholder understands the contents of the Notice. The Cardholder acknowledges and agrees that we may use all personal data relating to them [the “Data”] for such purposes and disclose to such persons (whether in or outside Macau) in accordance with [a] the Notice, [b] our policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by us to the Cardholder from time to time, or [c] the prescribed consent given by the Cardholder from time to time.

13.6 Without prejudice to the Notice, the Cardholder also agrees that we may transfer the Data outside the Macau, use the Data and other personal data and information relating to the Cardholder for conducting matching procedures (as defined in the Personal Data Protection Act), for daily operations of issuing and maintaining the credit card and providing services to cardholders for our internal credit risk management for collect debts from cardholders, for better group-wide account serving, for outsourcing of our operation of the services under this Agreement, for providing banker’s or credit references in respect of the Cardholder (if any) and/or for any purposes relating to the above. The Cardholder agrees that we may from time to time obtain the Cardholder’s information from any third party(ies), including without limitation any credit review report(s) from credit reference agency(ies) (if any).

13.7 Cardholders acknowledge that the personal information we collect is voluntarily provided by customers, and agree that we may use such information to send customers products, services and other marketing materials that the bank deems to meet their needs. Customers may also make request to stop using their personal data for any marketing purposes.

13.8 The Cardholder understands that we may not be able to provide service to them if they fails to provide any information requested by us.

13.9 Any termination of the Card Account by the Cardholder or by us shall not affect or terminate the Cardholder’s authorization given under this Agreement to disclose the Data in our possession at the time of termination.

#### 14. Debt Collection

14.1 We are entitled to employ lawyers to collect any unpaid sum the Cardholder owes us or to enforce any of our rights against the Cardholder. The Cardholder consents to our disclosure of all such information and personal data relating to them to such lawyers as necessary for this purpose.

Cardholder’s liability for our cost of enforcement

14.2 The Cardholder is liable to pay and reimburse us on demand for all costs and expenses reasonably incurred by us, directly or indirectly, [a] in demanding, collecting or attempting to collect, or suing to recover any sum owing to us under this Agreement, [b] in seeking any remedy for any breach of this Agreement, and/or [c] in enforcing or attempting to enforce this Agreement, including without limitation the costs and expenses of all legal fees and disbursements.

#### 15. Communication

When a communication is effective

15.1 We may send all notice, Statement or correspondence to the Cardholder by ordinary post to the usual or last known address of the Cardholder. Our notice or communication to the Cardholder by post shall be deemed to have been received by the Cardholder two (2) days after posting. We may also transmit any notice or correspondence (including without limitation notices of payment to Card Accounts) to the Cardholder’s mobile phone number or e-mail address last notified to us and such communication shall be deemed to have been received by the Cardholder immediately upon transmission unless the same is returned undelivered. Items sent to the Cardholder are sent at the Cardholder’s risk. Any notice or correspondence from the Cardholder to us shall be deemed to have been received by us only when we have actually received the notice or correspondence from the Cardholder.

Communication by telephone or fax

15.2 The Cardholder agrees us to act according to and rely on any instruction, notice or correspondence given or claimed to be given by telephone or fax.

15.3 We may (but are not obliged to) act on any instruction, notice or correspondence if we reasonably believe it to be true and justifiable and to have been given by any Cardholder or their representative. In any event, we need not make any inquiry as to the identity or authority of the person giving or purporting to give the same or as to the authenticity of the same given by telephone or fax and we need not ask for further confirmation in any form.

15.4 The Cardholder undertakes to indemnify us against all claims, demands, actions, proceedings, losses, damages, costs and expenses (including without limitation all legal and debt collection costs and expenses) on a full indemnity basis reasonably incurred by us arising out of anything that we did or omitted to do pursuant to any telephone or fax notice we received as aforesaid, save and except such incurred directly and solely by our negligence or wilful default.

Recording of telephone conversation

15.5 The Cardholder agrees that we may at our discretion record any notice or instruction given by telephone in writing and/or by tape recording and/or any other means that we determine. Our record of any such notice or instruction is conclusive and binding on the Cardholder in whose name the notice or instruction was given. The Cardholder also agrees that we may record conversation between our staff member and the Cardholder in the ordinary course of continuation of the business relationship between the Cardholder and us.

16. Indemnity

16.1 The Cardholder undertakes to indemnify us against all claims, demands, actions, proceedings, losses, damages, costs and expenses (including without limitation all legal and debt collection costs and expenses) on a full indemnity basis reasonably incurred by us arising out of (a) any breach by the Cardholder of any terms and conditions of this Agreement or (b) the exercise or preservation of our powers and rights under this Agreement or (c) the provision of any service by us under this Agreement or (d) any transactions effected through the use of the Card, save and except such incurred directly and solely by our negligence or wilful default.

17. Sanctions

17.1 In this Clause 17:

**"Affiliates"** 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 Macau S.A.R., Hong Kong S.A.R, 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 or ordinances in Macau S.A.R., Hong Kong S.A.R, 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 include an ultimate holding company.

**"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, Crimea region of the Ukraine, Donetsk, Luhansk, Kherson, Zaporizhia.

**"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;
- (f) the Hong Kong Monetary Authority;
- (g) Monetary Authority of Macao or
- (h) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (i) the Cardholder and/or us (whether based on its jurisdiction of incorporation or the place of its trade, business or other operational activities) or (ii) any of the Card Transactions),  
(each, a "Sanctions Authority")

17.2 The Cardholder hereby further warrants, represents and undertakes to us 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 17.2.
- (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:
    - (i) constitute property of, or will be beneficially owned by, any Restricted Person; or
    - (ii) are the direct proceeds derived from any transactions that violate Sanctions applicable to any party of this Agreement.
  - (g) The Cardholder will promptly deliver to us and permit us to obtain the details of any claims, action, suit, proceedings or investigation against him/her 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 us 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 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.
- 17.3 Violation of the above clause 17.2 constitutes a default event under this agreement.
- 17.4 All the representations, warranties and undertakings set out in Clause 17.2 are deemed to be made by the Cardholder by reference to the facts then existing during the Cardholder's use of the Card.

## 18. General

### Governing law

18.1 This Agreement is governed by and construed in accordance with the laws of Macau S.A.R.

### Jurisdiction

18.2 The Cardholder submits to the non-exclusive jurisdiction of the Courts of Macau S.A.R..

18.3 We may enforce this Agreement in Macau S.A.R and/or Hong Kong S.A.R and/or other place where the Cardholder or their assets may be found.

### How we may exercise our right

18.4 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later. Any single or partial exercise or waiver of any right or remedy shall not preclude our further exercise or the exercise of any other right or remedy.

### Severability

18.5 If any provision in this Agreement is held to be illegal or unenforceable, the validity, legality and enforceability of the other provisions remain unaffected or unimpaired.

### Others

18.6 In this Agreement, word importing one gender includes the other and word in singular includes plural number and vice versa. All headings are for convenience only and do not affect the interpretation of this Agreement.

18.7 All the terms and conditions contained in the application form in respect of the application for the Card form part of this Agreement and are binding on the Cardholder. If there is any inconsistency or conflict between the terms and conditions under this Agreement and the terms and conditions in the relevant application form, the terms and conditions of this Agreement prevail.

18.8 In the event of a conflict or discrepancy between the English and Chinese versions of the Agreement, the Chinese version prevails.