



## VISA DEBIT CARD CARDHOLDER AGREEMENT

(Effective 26th June 2023)

The VISA Debit Card, including the subsequently renewed and replacement Card ("Card") is/are issued by OCBC Bank (Macau) Limited ("Bank") to the Card applicant ("Cardholder"). Upon collection of the Card, 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.

The Cardholder shall

1. a) sign the Card immediately upon receipt ;  
b) not permit any other person to use the Card;  
c) keep the Card, Card number and PIN 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 Cardholder shall undertake all liabilities 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.
3. 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 entitles at any time to impose any 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.
4. 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 transactions and fees so incurred.  
b) The Cardholder may at any time terminate the use of the Card by prior written notice to the Bank, together with the return of the Card to the Bank cut in halves as the case may be, provided that the Cardholder shall remain liable for all transactions and fees so incurred.
5. 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 each a Personal Identity Number ("PIN") for the use of the Card at such terminals. At no time and under no circumstances shall the Cardholder disclose his PIN to any person nor shall be 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 transaction effected involving the use of the Card on the ATMs or terminals shall in all respect be conclusive and binding on the Cardholder.
6. The values of all purchases of goods and/or services (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 withdrawal or other transactions in connection with or effected by the use of the Card ("Card Transaction") and all charges, fees, interests, outstanding balance and other sums payable (collectively referred as "Charges") will be debited from the account concerned ("Account") without prior notice.
7. For Card Transactions through Visa network and effected by the Cardholder, the Bank will retain a balance equivalent to 105% of the Card Transaction amount from the Account starting from the transaction date. Only the actual transaction amount in Macau Patacas or any equivalent amount in Macau Patacas after conversion will be posted to the Account on the posting date, and the balance being retained will be released by the Bank thereafter.
8. Cardholder is responsible for maintaining sufficient funds with the Account before any Card Transaction is made. Cardholder undertakes to repay promptly any Card Transaction debited exceeding the available balance of the Debit Account upon notice by the Bank, and the Cardholder is liable to an administration fee of MOP50 or its equivalent, and overdraft interest calculated at the prevailing rate of the Bank.
9. The Cardholder shall verify the correctness of each and every entry made with the Card, 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 30 days from the Card Transaction date.
10.
  - a) For cash withdrawal or any financial transaction made outside Macau through JETCO Network, a charge of HKD20 or its equivalent will be levied.
  - b) For cash withdrawal or any financial transaction made through Visa PLUS network, a charge of HKD30 or its equivalent will be levied.
  - c) For any Interbank Transfer made through JETCO Network, a charge of HKD5 or its equivalent will be levied.
  - d) For each Card issued, an annual fee of MOP80 or its equivalent will be charged to the Account. The annual fee is not refundable notwithstanding an early cancellation or termination of the Card concerned.
  - e) Cardholder is liable for 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.
  - f) All fees and charges are subject to changes by the Bank without prior notice to the Cardholder.
11. If the Card Transactions made through ATM or other terminals which involve foreign exchange, the applicable currency at such rate exchange as determined by the network provider of the respective service, plus a foreign exchange administration cost (if any) on the day of transaction.



12. 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 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 settling 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 international from within a range of wholesale market rates or the government-mandated rate in effect on the data when Visa 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.

13. 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.
14. The Cardholder agrees to pay a handling charge of MOP50 or its equivalent for the supply of each copy of sales drafts specially requested by the Cardholder, at such rate as the Bank shall determine from time to time.
15. 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.
16.
  - 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 or theft, 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 of MOP80 or its equivalent.
17.
  - 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.
18. The Bank shall be entitled to employ outside debt collecting agency and/or institution to collect any or all sums unpaid for Account with insufficient funds 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.



25. 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.
26. 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.
27. The Bank is supervised by Monetary Authority of Macau (AMCM).
28. This Agreement shall be governed by and construed in accordance with the laws of Macau Special Administrative Region.
29. 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.