



**The use of HK-Macau Instant Remittance Service of the Bank will constitute the Customer's agreement to accept and be bound by the following terms and conditions**

1. The transfer will be made at the Applicant's sole risk. The Applicant contracts as principal. OCBC Bank (Macau) Limited ("Bank") accepts no obligation whatsoever to any other person (including the Applicant). Macau law governs the relationship between Bank and Applicant. The only obligation of the Bank in respect of the transfer is to exercise reasonable care (subject to these Terms and Conditions) in preparing appropriate instructions to its branches, subsidiaries, correspondents, agents, any other persons or organizations and to send out such instructions in accordance with its usual practice.
2. The Bank may effect the transfer literally, in cipher or through any other means or media, and through any branches, subsidiaries, correspondents, agents, any other persons and organizations and clearing system(s) (if necessary). All expenses incurred in advising Applicant (at its request) of the fate of a transfer shall be paid by the Applicant on demand.
3. Unless otherwise instructed in writing the transfer will be effected in the currency of the country in which payment is to be made. Notwithstanding any instruction by the Applicant, the currency of the payment to the Beneficiary will depend on local law and practice and the policy of the relevant correspondent.
4. Unless a firm exchange rate has been agreed, the Bank will effect the transfer on the basis of a provisional exchange rate which shall be determined at the absolute discretion of the Bank and adjusted when the actual exchange rate is ascertained. Any difference arising from the provisional rate being more or less than the actual rate shall be debited or credited (as the case may be) to the Applicant's account.
5. The Bank may effect the transfer at a place other than specified by the Applicant if, in the Bank's sole opinion, operational procedure so requires.
6. The Bank cannot undertake that the Beneficiary will receive the full amount of the transfer without deduction of charges by any person other than the Bank, and the Bank shall not be liable in any way therefore or in connection therewith, nor as a result of the fund to be transferred being frozen or blocked and not available to the Beneficiary under local law.
7. The Bank will process the request for transfer in accordance with its usual practice, and does not guarantee (nor shall it be liable in any way for or in connection (with) the time of actual dispatch of instructions to the Bank's branches, subsidiaries, correspondents, agents, any other persons or organizations. Without prejudice to the foregoing, the Bank has the absolute discretion not to process a request for transfer for a specific day; but if processed, transfer for a specific day value is subject to applicable cut-off time and the Bank does not guarantee that the fund will be received by the Beneficiary on that specific day.
8. The Bank shall not in any way be liable for:
  - (a) Any loss, mutilation, error, omission or delay in the transmission of message; or from misinterpretation by any other or organization;



- (b) Any act or omission in good faith in the course of carrying out the Applicant's instructions;
  - (c) Any act or omission whatsoever of or any insolvency, bankruptcy, liquidation, administration or similar proceedings affecting its correspondents or agents or other persons or organizations;
  - (d) Any act or event beyond the Bank's control;
  - (e) Any losses and damages arising from or in connection with any errors or mistakes made by the Applicant or anyone (other than the Bank) in requesting for the transfer;
  - (f) Any exchange control or other restriction applied in the country in which payment is to be made nor be liable for any loss or delay as a result;
  - (g) The charges which may be imposed by overseas branches, subsidiaries, overseas banks, correspondents, agents, any other persons or organizations.
9. Payment may be made to the account stated by the Applicant even if the account holder appears to be different from the Beneficiary and the Applicant shall have no claim against the Bank, its branches, subsidiaries, correspondents, agents, any other persons and organizations in respect thereof. Where only the name of the Beneficiary is given, without account number, the Bank shall incur no liability whatsoever by reason of payment to a person other than intended by the Applicant whose name appears to correspond to the name of the Beneficiary. Where only the account number is given, the Bank shall incur no liability whatsoever by reason of payment to a person other than intended by the Applicant whose account number appears to correspond to the instruction given by the Applicant.
10. Refund will only be made after the Bank's actual receipt from its branches, subsidiaries, correspondents, agents, other persons or organizations of the relevant fund, and may be made in Hong Kong Dollars after conversion at the Bank's buying rate for the currency of the transfer at the time of refund less all charges and expenses incurred by the Bank, its branches, subsidiaries, correspondents, agents or any other persons or organizations.
11. The Bank reserves the right not to process the transfer if in the sole opinion and absolute discretion of the Bank that the information or instruction given is incomplete or is not sufficiently clear, or there is insufficient fund in the account of the Applicant for the transfer, or the transfer does not fulfill the requirements as designated from time to time by the Macau Monetary Authority, other relevant authority or clearing bank (if applicable). Save and except reasonably foreseeable and direct loss and damage caused directly and solely by the gross negligence or willful default of the Bank or its employees in the course of employment, the Bank shall not be held liable for:
- (a) Any delay in processing the transfer or not processing the same; and
  - (b) Any delay in payment or in giving advice of payment.
12. If the transfer or the processing of the transfer, or any procedure or other action connected with the transfer or its processing will directly or indirectly and to any extent use or involve the use or operation of the clearing system of any currency set by the Camara de Compensacao de Macau, the Applicant hereby:



- (a) Acknowledges the use or operation of the clearing system of such currency will be subject to the Clearing House Rules and the Operation Procedures of such currency referred therein (as the same may be modified from time to time);
  - (b) And agrees that the Macau Monetary Authority or any other institutions involved shall not owe and duty or incur any liability to the Applicant in respect of any claim, loss, damage or expenses of any kind or nature whatsoever
13. If the transfer is requested via internet or other electronic means, the Applicant shall also be subject to the Terms and Conditions for Use of Personal Internet Banking or the Terms and Conditions for Use of Business Internet Banking, whichever is applicable. Without prejudice to the rights of the Bank hereunder, the Applicant may apply for Personal Internet Banking or Business Internet Banking to register a registered template containing the details of the Beneficiary (including its account name and number) for the transfer to be made.
14. Should any or part of the clauses herein be or become illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions or any part thereof shall not be affected.
15. If there is any inconsistency or conflict between the English and the Chinese versions, the Chinese version shall prevail.