



## Jet Cash Card Cardholder Agreement

(Effective from 26 June 2023)

Before you use your Jet Cash Card, please read this Agreement carefully and make sure that you understand the terms and conditions thoroughly. Your use of the aforesaid Jet Cash Card or services will be deemed as your acceptance of all the terms and conditions contained in this Agreement and you will be bound by them. If you do not wish to be bound by this Agreement, please cut the Card immediately in halves and return the pieces to the Bank, and (if applicable) repay immediately without demand all the sums outstanding on the Card Account. Such termination shall be effective upon the Bank actually receiving the card.

Jet Cash Card and the services are issued and provided by the Bank to you subject to the following terms and conditions:

### 1. Definition

In this Agreement, unless the context otherwise requires:

- "Bank" means OCBC Bank (Macau) Limited, its successors and assigns.
- "ATM" means an Automatic Teller Machine or Automatic Cash Dispenser or Terminal through which a banking transaction may be effected.
- "Cardholder" means the individual who has applied for Jet Cash Card, application of which is accepted by the Bank and in whose name the Bank opens a Jet Cash Card Account, and includes his respective personal representative and lawful successors.
- "Card" means Jet Cash Card and the services are issued by the Bank.
- "Card Account" means the account opened and maintained by the Bank in the name of the Account Holder for the purpose of this Agreement.
- "Card Account Number" means the account number assigned by the Bank to the Cardholder which enables the Cardholder to make Card Transactions which are to be settled under the Card Account.
- "Card Transactions" means any cash advance whether the same is authorized by the Cardholder or not, effected by the use of Jet Cash Card or any transaction effected pursuant to the provision of the services including One-Off Drawdown and all installment payment(s), interest, fees and charges.
- "Minimum Payment Amount" means such minimum amount of the New Balance as the Bank may specify from time to time at its sole discretion and notify to the Cardholder and which shall be paid by the Cardholder to the Bank on or before each Payment Due Date.
- "New Balance" means the debit balance of the Card Account for any month owed by the Cardholder to the Bank in respect of Card Transactions as shall be specified by the Bank in the relevant Statement.
- "One-Off Drawdown" means the one-off drawdown requested and authorized by the Cardholder and the payment so effected by the Bank to the debit of the Card Account.
- "Payment Due Date" means the date on which the New Balance or the Minimum Payment is due and payable by the Cardholder to the Bank.
- "Person" includes individual, corporation, firms, company, partnership, associates or other organization.
- "PIN" means in relation to the Cardholder, the Personal Identification Number provided by the Bank to the Cardholder to enable the Cardholder to gain access to certain Terminals to give Transaction Instructions (This includes the Personal Identification Number subsequently altered by the Cardholder).
- "Services" means such banking and/or other services and products, which the Bank may provide



to the Cardholder from time to time.

- "Schedule" means the "Jet Cash Card Fees and Charges Schedule" attached to this Agreement and is subject to revision by the Bank at its sole discretion from time to time.
- "Statement" means a monthly statement of Jet Cash card account sent by the Bank to the Cardholder setting out the financial liabilities owed on the date of the statement by the Cardholder to the Bank and such other information as the Bank considers appropriate from time to time.
- "Terminals" mean any Automatic Teller Machine, dial terminal, electronic data capture terminal, point-of-sale terminal or other terminals through which Transaction Instructions may be given.
- "This Agreement" means this very Agreement from time to time in force and all terms and conditions which the Bank may amend or specify from time to time including the terms and conditions contained in Jet Cash Card Application Form.
- "Transaction Instructions" mean any instruction given by any means of the use of Card directly or indirectly (whether or not through the Cardholder or another Person) to the Bank to effect a transaction.

## 2. Credit Limit / Combined Credit Limit

- a) The Bank may designate and determine at its sole discretion such credit limit/combined credit limit to the Card Account from time to time.
- b) The credit limit/combined credit limit granted to the Card Account is revolving in nature. Subject to the amount of credit limit/combined credit limit, any debit balance on the Card Account resulting from One-Off Drawdown, all installment payments, cash advances, interest, fees and charges repaid can be re-borrowed by using the Card.
- c) The credit limit/combined credit limit granted is subject to the Bank's review, modification, reduction, cancellation and withdrawal at any time at its sole discretion and without giving the Cardholder any prior notice. The Bank reserves the right to demand, without prior notice, immediate repayment of any debit balance on the Card Account.

## 3. Card Usage and Services

### 3.1 The Cardholder shall:

- a) sign on the signature panel of the Card immediately upon receipt.
- b) not permit any other Person to use the Card, the Card Account Number, nor the PIN; and
- c) keep the Card secure at all times under the Cardholder's personal control.

The Cardholder shall be fully responsible for any consequences, financial or otherwise for failure or delay in complying with the above.

### 3.2 The Cardholder shall confirm receipt of the Card by means prescribed by the Bank from time to time before Card Transaction can be effected.

### 3.3 The Bank may designate and determine at its discretion such credit limit/combined credit limit or combined credit limit/combined credit limit to the Card Account from time to time. The Cardholder shall:

- a) maintain and operate the Card Account to the satisfaction of the Bank;
- b) strictly observe the credit limit/combined credit limit but may apply to the Bank for a review of the credit limit/combined credit limit at any time. However, the determination of which shall be at the sole and absolute discretion of the Bank; and
- c) undertake to act in good faith at all times in relation to all dealings with the Card and the Bank.



- 3.4 The Card:
  - a) remains the property of the Bank and cannot be pledged as security for any purpose; and
  - b) must be surrendered to the Bank upon demand notwithstanding that the expiry date on the card face may not have expired. If the Card is not returned, the Bank is entitled to charge a fee therefore and debit the same to the Card Account.
- 3.5 The Bank may from time to time offer to make available Services to the Cardholder by or via the use of the Card on and subject to this Agreement and such other terms and conditions as the Bank may specify from time to time at its discretion.
- 3.6 The Cardholder's right to use the Card shall be ceased forthwith in the event of:
  - a) canceling the credit limit/combined credit limit per Clause 2 herein.
  - b) termination or breach referred in Clause 10 herein, or
  - c) loss or theft of the Card reported to the Bank.
- 3.7 If a Cardholder loses or damages the Card or requires a renewal, replacement or additional Card, the Bank may at its sole discretion and on such terms and conditions as it may specify (including, without limitation, charging a handling fee on the Card Account) issue to the Cardholder the Card requested.
- 3.8 The Cardholder shall promptly inform the Bank in writing of all changes in employment, residential address, business address, e-mail address, contact phone numbers and country of residence.
- 3.9 The Bank will assign to the Cardholder a Personal Identification Number ("PIN") to enable the Cardholder to use the Card for Services provided by the Bank from time to time through any Automated Teller Machine or Terminals designated or provided by the Bank. The operation of such Terminals by use of the Card shall at all times be subject to the "ATM Card Terms and Conditions" governing and being in force at the time. The Cardholder shall be absolutely bound by the "ATM Card Terms and Conditions" irrespective of the Cardholder's lack of actual notice or knowledge thereof. (Copies of the "ATM Card Terms and Conditions" are available on request.) Furthermore, the Bank's record in relation to any Card Transactions involving the use of the Card on the automatic teller machine or Terminals shall in all respect be conclusive and binding on the Cardholder.
- 3.10 As soon as the PIN is assigned by the Bank to the Cardholder, it shall remain effective until the Card is cancelled by the Bank. The Cardholder shall keep the PIN in connection with the Card strictly confidential, and may change the PIN at any time by such means as the Bank may prescribe and the new PIN shall take effect immediately.
- 3.11 Should the PIN be known to any other Person, the Cardholder shall inform the Bank immediately in writing addressed to the Bank or by telephone (which the Bank may ask the Cardholder to confirm in writing with any details given). The Cardholder shall 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 whatever reason. Notwithstanding the foregoing, all withdrawals, transfers and/or transactions involving the use of the PIN by any person whether or not authorized by the Cardholder prior to Bank's receipt of any information in writing referred to in this sub-clause shall be conclusively binding on the Cardholder.

#### 4. Card Transaction

- 4.1 The Bank will maintain a Card Account in respect of the Card Transactions. The values of:
  - a) One-Off Drawdown;
  - b) Installment payments;
  - c) All cash advances or other transactions in connection with or effected by the use of the Card (whether or not the Card is physically used by the Cardholder or another Person); and
  - d) All interest, fees, charges, outstanding balance and other sums payable will be debited to the Card Account.



- 4.2 The Cardholder shall be responsible for all Card Transactions and all costs and expenses whether within or in excess of credit limit/combined credit limit (including, without limitation, legal fees and cost of engaging collection agent(s)) reasonably incurred by the Bank in enforcing this Agreement and/or recovering any sum owed by the Cardholder to the Bank which may be debited to the Card Account. Subject to Clause 6.1 the Cardholder shall pay promptly the New Balance on or before the Payment Due Date or otherwise upon demand by the Bank. The Cardholder's failure to sign any cash advance drafts will not relieve the Cardholder for liability to the Bank in respect thereof.
- 4.3 The Bank shall be under no duty to verify the identity of the Person giving any Transaction Instruction purportedly in the name of a Cardholder. In the absence of any notice, the Bank is authorized to act on any Transaction Instruction, which the Bank in good faith believes to have emanated from a Cardholder. In no circumstances shall the Bank be held liable for acting in good faith upon any such Transaction Instruction which is subsequently found to have emanated from an unauthorized Person (and whether or not any cash advance draft or other document was required to be signed in order to issue the Transaction Instruction) and each Cardholder shall remain liable for all charges arising from any such Transaction Instruction.

## 5. Statements

- 5.1 A Statement showing the New Balance and the Payment Due Date will be sent to the Cardholder at a specified date of each month or at such interval as determined by the Bank from time to time. If the Cardholder fails to receive the Statement within 7 days after the statement date, he should inform the Bank and request for a copy. No Statement will be sent if the Card Account has maintained a zero balance with no entries for the statement period.
- 5.2 The Cardholder shall verify the correctness of each and every entry made in the Statement and immediately inform the Bank in writing for any inaccurate entries. Unless objection in writing is received by the Bank within 14 days from issuance of the Statement, the Bank's record and Statement of all Card Transactions and charges shall be deemed to be conclusive and binding on the Cardholder for all purpose.
- 5.3 The Cardholder shall pay a handling charge for the supply of each copy of cash advance draft or Card Statement specially requested by the Cardholder and a rate determined by the Bank from time to time.
- 5.4 The Cardholder shall notify the Bank immediately upon notice or suspicion of any unauthorized Card Transaction printed in the Statement.

## 6. Payment

- 6.1 Unless the Cardholder is requested to pay the full amount of the New Balance on or before Payment Due Date, the Cardholder shall pay the Bank the following sums in accordance with these terms and conditions:
  - a) The Minimum Payment Amount due as shown on the Statement on or as before the Payment Due Date, although the Cardholder may pay any larger sum he wished. The Minimum Payment Amount due is MOP50.00 or 4% of New Balance plus the amount exceeding the credit limit/combined credit limit (if any) and the amount past due (if any), whichever is higher. Should the New Balance be less than MOP50.00, the Minimum Payment Amount due shall be the amount of the New Balance.
  - b) Interest is calculated on a daily basis, and at a rate per specified in the Schedule (before and after judgment), will be payable on any debit balance and will be debited to the Card Account at such interval as the Bank may prescribe from time to time. The rate of interest may be changed by the Bank from time to time by giving prior notice to the Cardholder. No interest-free period on any debit balance will be granted to the Cardholder.
  - c) If the Minimum Payment Amount is not received by the Bank on or before the

Payment Due Date, the Bank will charge the Cardholder a late charge as specified in the Schedule.

- d) A one-time cash advance handling fee, will be charged on each cash advance by using the Card as specified in the Schedule.
  - e) For each Card issued, an annual fee at such rate as specified in the Schedule will be charged to the Card Account. The annual fee will not be refundable notwithstanding an early cancellation or termination of the Card by the Cardholder or the Bank.
  - f) All charges, costs and expenses (including all legal costs and the cost of engaging collection agent), whether before and/or after judgment and before and/or after legal proceedings reasonably incurred by the Bank for the enforcement of any provision of this Agreement and/or for the recovery of any default payments.
  - g) A service charge per the Schedule shall be levied for:
    - i) any cheque paid into the Card Account that is not honored; or
    - ii) direct debit transaction being returned unpaid by the Cardholder's designated bank.
- 6.2 Card Transactions effected outside Macau will be converted into Macau Patacas before posting to the Card Account at the prevailing rate of exchange determined by Joint Electronic Teller Services Ltd. ("JETCO") and/or by the Bank, where applicable.
- 6.3 Payment made by the Cardholder to the Bank will only be considered to have been made until the relevant funds have been actually received by the Bank and without any set off, claim, condition, restriction or withholding whatsoever.
- 6.4 If the Cardholder is to be away from Macau for over 1 month, the Cardholder is to leave clear and specific instruction regarding settlement of the Card Account with the Bank. Such instruction should be delivered to the Bank's Card Centre prior to departure. Failure to make the proper arrangement may result in late payment charge and financial charges being accrued on the outstanding balance.
- 6.5 No interest will accrue on any credit balance on the Account. The Cardholder may request the Bank to refund any credit balance on the Account subject to a handling fee determined by the Bank from time to time.

## 7. Lien and Set-off

- 7.1 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.
- 7.2 The Bank shall be entitled to exercise a lien over any property, which is in the possession or control of the Bank, for custody or any other reason and whether or not in the ordinary course of business with power for the Bank to sell such property to satisfy such indebtedness by the Cardholder to the Bank.
- 7.3 The Bank shall be entitled to employ outside debt collection agency and/or institution to collect any or all unpaid sum owed by the Cardholder. And for so doing, the Cardholder shall be liable to indemnify the Bank in respect of, and reimburse the Bank on demand, all costs and expenses directly or indirectly incurred by the Bank in employing such outside debt collecting agency or institution or its nominated agent, or suing to recover, any sum owing to the Bank under this Agreement, or in seeking any remedy for any breach of this Agreement, including without limitation the charges of the said agent and/or institution, and all legal fees and disbursements. 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.

## 8. Sanctions

8.1 In this clause 8:

“Affiliate” 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 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 in 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 a “Holding Company” shall, for the avoidance of doubt, include an “ultimate holding company”(defined in Section 5A of the Companies Act, Chapter 50 of Singapore).

“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 and Crimea region of the Ukraine.

“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; or
- f) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (i) the Cardholder and/or the Bank (whether based on its jurisdiction of incorporation or the place of its trade, business or other operational activities) or (ii) transaction(s) contemplated by this Agreement)

(each, a "Sanctions Authority").

8.2 The Cardholder hereby further warrants, represents and undertakes to the Bank 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 8(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 hereto.
- g) The Cardholder will promptly deliver to the Bank and permit the Bank to obtain the details of any claims, action, suit, proceedings or investigation against it 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:
- j) 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;

- k) for the purpose of (directly or indirectly) financing, or contributing or making funds available for or to any Sanctioned Country or Restricted Person; or
- l) in any other manner which could result in the Cardholder or the Bank being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions.
- m) The Cardholder shall (and it 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.

8.3 Any one of the following events and occurrences shall constitute an Event of Default under this Agreement:

- a) A breach occurs in relation to clause 8(2).

8.4 All the representations, warranties and undertakings set out in clause 8(2) are deemed to be covered by the facts during the Cardholder's use of the Card.

## 9. Exclusion of Liability

9.1 The Bank shall not assume any liability or responsibility to the Cardholder or any third party in respect of any losses or damages directly or indirectly connected with or arising out of the following:

- a) The malfunction of any Terminal;
- b) Access to the use of the Card and/or Services of the Cardholder by any other Person whether or not authorized by the Cardholder;
- c) The exercise by the Bank and its right to demand and procure surrender of the Card (whether such demand or surrender is made by the Bank or by any other Person authorized by the Bank or by any Terminal);
- d) The exercise by the Bank of its right to reduce the credit limit, to terminate usage of any Card or Card Account;
- e) Any misstatement, misrepresentation, error or omission in any details disclosed by the Bank referred to in Clause 12 of this Agreement;
- f) Inability to execute any of the Cardholder's instruction or information due to any mechanical failure, malfunction, breakdown, interruption, suspension or inadequacy of equipment or installation, howsoever arises, in connection with the performance of the Bank's functioning under this Agreement, which is beyond the reasonable control of the Bank.
- g) Inability to execute any of the Cardholder's instruction or information due to the running of the day end cycle of the Bank's computer system.

## 10. Lost Card Liability

10.1 In case of any loss, theft or misuse of the Card or PIN, the Cardholder must upon discovery immediately report such loss or theft or misuse to the Bank's Card Centre and confirm the lost or theft or misuse in writing thereafter. The Cardholder undertakes to give the Bank all the information in the Cardholder's possession as to the circumstances of any loss or theft or misuse of the Card and to take all reasonable steps to assist the Bank to recover the lost Card.

10.2 The Cardholder shall be liable for all amount debited to the Card Account as a result of the unauthorized use of the Card or PIN until notification of its loss, theft or disclosure has



been received by the Bank. The liability will be up to the credit limit/combined credit limit of the Card Account.

- 10.3 The Bank may at its sole and absolute discretion act on any oral notice or report of lost or theft of a Card purportedly given by or on behalf of the Cardholder. Any such action so taken by the Bank shall not render the Bank liable to the Cardholder, or otherwise discharge the liabilities of the Cardholder stated under this Agreement.
- 10.4 Notwithstanding anything contained in this Agreement, the Bank will not be obliged to issue a replacement card to the Cardholder if the Card is lost or stolen. However, if the Bank agrees to issue a replacement card, a handling fee as specified in the Schedule will be charged.

## 11. Breach and Termination

- 11.1 The Cardholder may at any time cancel the Card Account or request the Bank to terminate the use of the Card under the Card Account by notice in writing and accompanied by the return to the Bank the relevant Card cut in halves. The Cardholder shall remain liable for all Card Transactions effected prior to receipt of the surrendered Card by the Bank.
- 11.2 Notwithstanding anything contained in this Agreement, the Bank may at any time at its absolute discretion suspend or reduce all credit extended to the Cardholder under the Card Account and/or terminate this Agreement by canceling the Card Account, terminating the use of the Card and withdrawing the Card issued without giving any reason nor prior notice to the Cardholder. Furthermore, the Cardholder agrees that all provisions contained in this Agreement shall continue in full force and in effect even after the termination of the use of the Card.
- 11.3 If the Cardholder shall be in breach of any terms and conditions hereof, or fails to pay any debt when due, or suffers to have a petition for bankruptcy filed against him, or upon the death of the Cardholder, or when the whereabouts of the Cardholder becomes unknown to the Bank due to any cause attribute to the Cardholder, then the Bank may at any time and without giving any reason nor prior notice to the Cardholder, suspend or reduce all credit extended to the Cardholder under the Card Account and/or terminate this Agreement by canceling the Card Account, terminate the use of the Card and withdrawing the Card issued thereunder.
- 11.4 In the event of any breach of any terms and conditions of this Agreement by the Cardholder or upon the cancellation or termination of Jet Cash Card by the Cardholder or by the Bank or on the Cardholder's bankruptcy or death:
  - a) notwithstanding any other provision of this Agreement, the Cardholder will remain liable for any loss directly or indirectly resulting from or connected with such breach or cancellation or termination or bankruptcy or death; and
  - b) each Cardholder will be liable to pay the Bank immediately upon demand all amounts then outstanding on the Card Account whether or not already reflected in the New Balance of a Statement and whether due and payable at the date of such demand or not, together with the amount of any charges then incurred but not yet charged to the Card Account, The Cardholder or the Cardholder's estate (if applicable) will be liable for such sums. The Bank is entitled to charge interest at the rate as the Bank may specify from time to time at its discretion on any unpaid sums on a daily basis from the date of cancellation or termination of the Jet Cash Card or (where applicable) from the date of incurrance or discovery of the relevant indebtedness until the Bank shall have actually received payment.
  - c) 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.

## 12. Amendment and Assignment



- 12.1 The Bank reserves the right to alter, add and/or delete these terms and conditions of this Agreement from time to time. The Bank is entitled to prescribe and/or revise, from time to time, interest, fees and charges payable in respect of the use of Jet Cash Card and/or the related services, 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.
- 12.2 No Cardholder may assign the whole or any part of his rights under this Agreement. The Bank may assign, sub-participate or transfer any or all of its rights and obligations under this Agreement.

### 13. Privacy Ordinance Notice and Consent

- 13.1 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 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 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.
- 13.2 The Cardholder agrees that the Bank may record conversation between staff member and Cardholder in the ordinary course of the continuation of the business relationship between the Cardholder and the Bank.

### 14. Communication

- 14.1 All notices, statements or correspondence produced by the Bank will be sent by ordinary post to the usual or last known address of the Cardholder and shall be deemed to have been received 2 days after posting. Notice or correspondence including but not limited to notices of payment to Card Accounts given by the Bank may be transmitted to the Cardholder's mobile phone number or e-mail address last notified in writing to Bank if the same was not returned undelivered shall be deemed to have been received by the Cardholder immediately. Items sent to the Cardholder are sent at the Cardholder's risk. All notices or correspondence sent by the Cardholder to the Bank shall be deemed to have been delivered to the bank on the day of actual receipt.
- 14.2 a) Notwithstanding anything contained in this Agreement, the Bank is requested and authorized to act in accordance with and rely on any instruction or other notice or



correspondence which may be purported to be given by telephone or by fax.

- b) The Bank may (but not obliged to) act as aforesaid on any notice which the Bank in good faith believes to be genuine and to have emanated from any Cardholder or his representative without inquiring by the Bank as to the identity or authority of the person giving or purporting to give the notice or as to the authenticity of any notice given by telephone or fax without requiring further confirmation in any form.
- c) The Cardholder undertakes to keep the Bank indemnified against all losses, damages, liabilities, costs and expenses (including without limitation all legal costs) reasonably incurred by the Bank and arising out of anything done or omitted pursuant to any telephone or fax notice received by the Bank as aforesaid.
- d) The Bank may at its discretion (but shall not be obliged to) record notices given by telephone, in writing and/or by tape recording and/or any other means determined by the Bank. The Bank's record of any such notice shall be conclusive and binding on the Cardholder in whose name the notice was given.

#### 15. Law and Language

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of Macau Special Administrative Region.
- 15.2 The Bank is supervised by Monetary Authority of Macau (AMCM).
- 15.3 This Agreement shall be enforceable in Macau and/or Hong Kong and/or other places where the Cardholder or his assets may be found.
- 15.4 No failure or delays by the Bank in exercising any right or remedy shall operate as a waiver. Any single or partial exercise or waiver of any right or remedy shall not preclude its further exercise or the exercise of any other right or remedy.
- 15.5 If any provision in this Agreement shall be held to be illegal or unenforceable in any respect, the validity, legality and enforceability of the other provisions shall remain unaffected or unimpaired.
- 15.6 The context of this Agreement permits or requires words importing one gender shall include the other and words in singular shall include plural number and vice versa.
- 15.7 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.
- 15.8 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.

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#### JET CASH CARD

##### Fees & Charges Schedule

Types of Service	Interest/Fees/Charges (MOP)
1. Annual Fee	\$220
2. Late payment charge	\$130 per time
3. Cash advance handling fee	3.5% on cash advance amount per transaction or minimum \$80 (If the cash withdrawal through JETCO network outside Macau, an additional fee HKD20 or equivalent will be charged)
4. Financial charge (interest rate)	18% per annum
5. Returned cheque / rejected autopay	\$100 per time
6. Lost card replacement	\$100 per item
7. Issuance of cashier order	\$70 per cashier order



8. Cash advance draft retrieval fee	\$50 per copy
9. Statement copy retrieval fee	\$50 per copy
10. Over Limit Handling fee	\$100 per card

\*OCBC Bank (Macau) Limited reserves the right to revise the above interest, fees and charges.