

## Terms and Conditions for eBanking Services

(Effective July 2023)

The use of eBanking Services of the Bank will constitute the Customer's agreement to accept and be bound by the following terms and conditions.

### 1. DEFINITION

#### 1.1 In these conditions:

- a. "Accounts" means the account(s) nominated by the Customer to the Bank and accepted by the Bank from time to time to have access to the eBanking Service provided that the Bank may specify and at its option vary, the types of accounts in respect of which eBanking is available.
- b. "Bank" means OCBC Bank (Macau) Limited, its holding company or its subsidiaries.
- c. "Customer" means a person who has applied and being accepted by the Bank to use eBanking.
- d. "eBanking Services" means services providing by the Bank at its discretion from time to time via "Telematic Banking", "Mobile Banking" and "Internet Banking" or other electronic access channels.
- e. "eBanking Identification Number" means the identification number supplied by the Bank to the Customer that identifies and enables the Customer to access the eBanking Services.
- f. "Telematic Banking" means a part of eBanking Services offered by the Bank that enables the Customer to access a range of banking information and other services, as specified by the Bank from time to time, using telephone.
- g. "Internet Banking" means a part of eBanking Services offered by the Bank that enables the Customer to access to a range of banking information and other services, as specified by the Bank from time to time, using Internet.
- h. "Message Service" means a part of eBanking Services requested and registered by the Customer with the Bank to arrange for the alert message, and such other information or messages as the Bank may specify or provide from time to time to be displayed on his designated mobile phone and/or transmitted to Customer designated e-mail account (or such other telecommunication equipment).
- i. "Mobile Banking" means a part of eBanking Services offered by the Bank that enables the Customer (who is an individual) to access to a range of banking information and other services, as specified and provided by the Bank from time to time, using Mobile Network platform.
- j. "Primary Account" means MOP/HKD Savings Accounts or MOP/HKD Current Accounts or MOP/HKD Statement Accounts opened in the name of the Customer and indicated by the Customer in accordance with the customer's instructions at the time Customer applied for the eBanking Service of the Bank.

- 1.2 Reference to the words importing a gender shall include every gender; references herein to any person shall include references to individual, firm, body corporate or unincorporate.

- 1.3 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.

## **2. ACCOUNTS AND SERVICES RELATED TERMS AND CONDITIONS**

- 2.1 In consideration of the Bank allowing the Customer to obtain access to and have the use of eBanking Services, the Customer agrees to act in accordance with these terms and conditions and any other instructions issued by the Bank from time to time.
- 2.2 The Bank shall be entitled to revise, alter, amend and/or add to these terms and conditions and any other instruction issued by the Bank at any time and from time to time. Any revision, alteration, amendment and/or addition thereto shall become effective and be binding on the Customer as from their effective day if 30 days notice thereof shall have been displayed in the lobby of the Bank and posted on the eBanking web site or by other means or in such manner brought to the attention of the Customer as the Bank thinks fit.
- 2.3 The Customer agrees to observe and perform all the terms and conditions herein contained and will indemnify the Bank against all costs (on solicitors and client basis), claims, demands, expenses, actions, losses and damages which the Bank may suffer as a result of the failure or omission on the part of the Customer to observe and perform the terms and conditions herein contained.
- 2.4 For joint and partnership account, the conditions herein shall be binding on all the account holders for a joint account and all the partners for a partnership account jointly and severally respectively and these conditions shall be read as applying to and binding on each of them separately.
- 2.5 Without prejudice to these conditions, any transactions on the Customer's accounts shall also be governed by all the express and implied terms and conditions applicable to those accounts.
- 2.6 Should any or part of the provisions herein be or become illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions or part thereof shall not be affected.

## **3. PERSONAL IDENTIFICATION NUMBER (PIN) AND EBANKING IDENTIFICATION NUMBER**

- 3.1 The Bank shall supply the Customer with eBanking Identification Number ("User ID" in case of Internet Banking and Mobile Banking, and "Telematic Code" in case of Telematic Banking) and initial Personal Identification Numbers (PIN) for eBanking Services separately.

### **In respect of eBanking services for personal customers:**

- a. For individual account, the owner of the account shall have to apply.
- b. For joint account, each account holder shall have to apply individually and the application(s) must be signed by all the account holders accordingly. Initial PIN and eBanking Identification Number will be provided by the Bank to each of the account holders separately. For the avoidance of doubt, each and every one of the account holder shall be jointly and severally responsible for all transactions involving the use of eBanking Services.

### **In respect of eBanking Services for business customers:**

- a. For proprietorship account, the owner of the account shall have to apply. For the avoidance of doubt, the proprietor carrying on business in the name of the Customer now or at any time hereafter shall be responsible for all transactions involving the use of eBanking Services and the terms and conditions herein shall be binding on the proprietor.
- b. For partnership account, the Authorized Person and the Primary User shall be nominated from the partners, each nominated party shall have to apply individually and each application must be signed by all partners accordingly. Initial eBanking Identification Number and PIN will be provided by the Bank to each of the applicants separately. For the avoidance of doubt, each

and every one of the partner carrying on business in the name of the Customer now or at any time hereafter shall be jointly and severally responsible for all transactions involving the use of eBanking Services and the terms and conditions herein shall be jointly and severally binding on each and every one of the partners.

- c. For limited company account, the Authorized Person and each Primary User and Secondary User shall have to apply individually. Initial eBanking Identification Number and PIN will be supplied by the Bank to each of them separately.
  - d. "Authorized Person" means the person(s) authorized by the Customer to act on behalf of the Customer and to be responsible for the management and control of the use of the Business eBanking Services including the appointment of Primary and Secondary Users by the Customer.
  - e. "Primary User" means any person designated and authorized by the Authorized Person to administer the Business eBanking Services as well as to administer the Secondary User.
  - f. "Secondary User" means any person designated and authorized by the Authorized Person to use the Business eBanking Services according to the Approval Matrix given to the Bank by the Authorized Person.
  - g. "Approval Matrix" means a matrix indicates the approval group, and the group or combination of groups required for approving different transaction values within the transaction limit as prescribed by the Bank from time to time.
- 3.2 The Customer may request alteration of the User ID and/or PIN of Internet Banking and Mobile Banking, or the PIN of Telematic Banking at any time. For the purpose of these Terms and Conditions, the terms "User ID and/or PIN of Internet Banking and Mobile Banking" and "the PIN of Telematic Banking" shall be the User ID and PIN of Internet Banking and Mobile Banking and the PIN of Telematic Banking currently supplied by the Bank to the Customer or the approved alteration.
- 3.3 The Customer acknowledges that the PIN, other secret code or user identification is confidential, and the device for accessing eBanking Service is also very important, he has the obligation to take reasonable steps to keep the device, the PIN, other secret code or user identification secure and safe. The Customer shall be held liable for all losses if he has acted fraudulently or with gross negligence such as failing to properly safeguard the device, the PIN, other secret code or user identification. The Customer is responsible to keep secure and to take all necessary precaution to maintain adequate security of the same. The Customer hereby agrees and acknowledges that the use of eBanking Services by any person (whether authorized by the Customer or not) with both the eBanking Identification Number and PIN shall constitute and be deemed the use of eBanking Services by the Customer.
- 3.4
- a. The Customer shall notify the Bank as soon as reasonably practicable after the Customer find or believe that the eBanking Identification Number and PIN have been compromised, lost or stolen, or that unauthorized transactions has been conducted over the accounts and shall confirm the same in writing. The Customer shall change the PIN as soon as possible.
  - b. The Customer may be held liable for all losses if the Customer fails to make such notification.
  - c. Until the Bank has received such notification the Customer shall have no claim against the Bank and shall be liable to and indemnify the Bank for all losses and damages incurred by it in respect of any use of eBanking Services whether authorized by the Customer or not. However if no effective and convenient facilities are provided by the Bank during particular periods, the Bank may be liable for any losses due to non-notification, provided the Customer shall notify the Bank within a reasonable time after the facilities have become available again.

#### 4. ACKNOWLEDGMENT AND AGREEMENT

- 4.1 The Customer understands and acknowledges that eBanking Services are provided as additional services in relation to his banking transactions with the Bank and shall not be considered as a substitute for other accepted method of effecting banking transactions. The Customer is responsible to use other means of effecting banking transactions in the event that eBanking

Services are not available for any reason whatsoever and shall have no claim whatsoever against the Bank.

- 4.2 The Customer acknowledges that any instruction to the Bank via eBanking Services shall operate as a request and mandate by the Customer to the Bank to act on the instruction. The Customer further acknowledges that the Bank shall be entitled to act in accordance with its regular business practice and procedures and will only accept instructions insofar as it is (in the Bank's opinion) practicable and reasonable to do so. The Bank reserves the right to prescribe any conditions subject to which it accepts any instruction or to refuse to act on any instructions if, in its opinion, there are reasonable grounds for doing so. For the avoidance of doubt, the Bank is authorized to participate in and comply with the rules and regulations of any organization which regulates the conduct of banking and/or securities business and any system which provides central clearing, settlement and similar facilities for banks and/or in respect of securities but, in each case, without liability for any acts or omission on the part of the operator or manager of any such organization or system.
- 4.3 The Customer understands and agrees that he will check his instruction to ensure correctness before transmission via eBanking Services. The Customer acknowledges that he cannot countermand his instruction after his instruction has been received and executed by the Bank.
- 4.4 The Customer acknowledges that transactions involving transfer of funds between the Customer's accounts on any day may at the discretion of the Bank be processed to the relevant account on the day of the transaction or the next business day.
- 4.5 The Customer acknowledges that for each instruction, the Bank shall transmit a confirmation through the electronic delivery channel upon receipt of the said instruction. The Customer is responsible for ensuring that the confirmation agrees with the said instruction given and shall transmit a re-confirmation within the time as specified by the Bank from time to time. The Customer understands that the said re-confirmation shall then be treated as final and conclusive evidence of the said instruction, and that without such re-confirmation the Bank shall not process the said instructions.
- 4.6 The Customer acknowledges that written confirmation on the transactions, including foreign currency trading, passbook gold trading, placement and uplift of time deposit through eBanking Services may be provided by the Bank. Upon receipt of such confirmation the Customer will examine and report at once any errors found therein. In the absence of any objection to the confirmation within 30 days after its dispatch by the Bank to the Customer, such confirmation will be deemed to be confirmed and conclusive and binding upon the Customer and the Customer shall be deemed to have agreed to waive any rights to raise any objections or pursue any remedies against the Bank in respect thereof.
- 4.7 The Customer acknowledges that the Bank's computer data records of eBanking transactions and messages (including applicable exchange rates) are, save to the extent of manifest error, conclusive and binding on the Customer. The Customer agrees that such records shall be admissible in the courts as evidence of the existence of the transactions and messages, and of the facts contained therein, to the extent permitted by applicable laws.
- 4.8 The Customer agrees that upon termination of the use of the eBanking Service 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.

## 5. AUTHORIZATION

- 5.1 The Customer shall irrevocably authorize the Bank to debit the Customer's accounts with the Bank the amount of any withdrawal, transfer and/or transaction effected via eBanking Services.

## 6. LIABILITIES OF THE BANK

- 6.1 The Bank does not assume any liability or responsibility to the Customer or any third party for the consequences arising out of or in connection with:
- a. failure of eBanking Services and inability to access in whole or in part to eBanking Services due to failure of computer, telecommunication, electrical or network failure.
  - b. any failure or delay in transmitting information or for any error, inaccuracy, incompleteness or incorrectness in such information through the Mobile Banking with or without Message Service, or as a result of any such information not having been received on time or at all whether due to the Customer's designated mobile phone (or such other telecommunication equipment) having been turned off or not being in the possession of the Customer at the time of transmission or failure by the Customer to notify the Bank of any change in his mobile phone number and/or other particulars, if any, (of such other telecommunication equipment) or telecommunication company providing or servicing it.
  - c. delay in or failure of transmission owing to consequences arising from without limitation, failure of the Customer's mobile phone (or such other telecommunication equipment) to receive information for whatever reason, any telecommunication breakdown, mechanical failure, power failure, malfunction, interruption or inadequacy of equipment or installation, act or omission of any telecommunication or other third party service providers, Act of God, government act, civil commotion, strike, war, fire, flood or explosion.
  - d. providing the eBanking Services according to the particulars provided to and registered with the Bank from time to time.
  - e. any leakage or loss of instruction or information relating to the Customer by any telecommunication company, equipment, device or intermediary through which the instruction or information passes.
  - f. services provided by the relevant telecommunication or network provider to the Customer in respect of the Customer's mobile phone (or other telecommunication equipment) or the performance or suitability of such mobile phone (or other telecommunication equipment).
- In the event of gross negligence or willful default of the Bank, the Bank's liability to the Customer shall be limited only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom.
- 6.2 The Bank shall take all reasonable steps to ensure that information supplied by the Bank and made available by eBanking Services is correct and updated at regular intervals. The Customer hereby agrees and confirms that all information received via eBanking Services is for reference only and shall not be taken as conclusive evidence of the matters to which it relates. Account statements showing transactions transacted through the account will be supplied by the Bank in accordance with and subject to the terms and conditions governing the relevant account. The Bank shall not be liable for any liability or responsibility for the decision made, transactions carried out by the Customer by referring to those information provided.
- 6.3 The Customer hereby releases the Bank from all liabilities and indemnifies the Bank against all actions, suits, costs, claims, demands, expenses, losses and liabilities reasonably incurred or suffered by the Bank and howsoever arising in consequence of or in any way related to:
- a. the Bank's acting upon instructions transmitted via eBanking Services by the use of eBanking Identification Number and PIN of the customer whether or not these instructions shall have been made with the proper authority of the Customer if he has acted fraudulently or with gross negligence or has failed to comply with Clause 3.3 and 3.4 hereof;
  - b. the incorrectness of any information supplied by the Bank to the Customer via eBanking Services caused by an act or omission negligence or otherwise caused by the malfunction of any of the Bank's equipment, beyond the control of the bank, unless reasonably foreseeable and solely and directly caused by the willful default or gross negligence of the Bank;
  - c. the Customer or any other person obtaining access via eBanking Services to information relating to the Customer or other person if such access was gained by the use of the eBanking



Identification Number and PIN provided that the Bank shall have complied with its obligation stipulated in Clause 7.2 hereof.

## **7. LIABILITIES OF THE CUSTOMER**

- 7.1 If the Customer has acted fraudulently or with gross negligence, the Customer will be responsible for all transactions effected at any time. Such liability may arise if the Customer fails to take all reasonable steps to safeguard the secrecy of the eBanking Identification Number and/or PIN and/or protect the eBanking Identification Number and/or PIN against theft or loss.
- 7.2 Subject to the provisions hereof and in the absence of fraud or negligence on the part of its Customer, the Customer shall not be liable for unauthorized transactions performed through the eBanking Services due to
- a computer crime not prevented by the security system of the Bank, or
  - a human or system error caused by the Bank, resulting in an improper transaction, leading to the lost or misplaced funds, or
  - a missed or mis-directed payment caused by the Bank.

The Customer shall be entitled to reimbursement from the Bank for interest or late penalties incurred by the Customer for missed payments attributable to the foregoing clauses (a), (b) and (c). The Bank's liability shall be limited to the value of the relevant transactions or actual damage of the customer whichever is less. The Bank shall not be responsible for any indirect, special or consequential loss or damage.

## **8. DISCLOSURE OF INFORMATION**

- 8.1 The Customer authorizes the Bank to disclose to the telecommunication company the messages sent by the Bank and such information regarding the Customer as may be necessary to enable the telecommunication company to provide the transmission service.
- 8.2 The Customer expressly authorizes the Bank to disclose and transfer to the officers, employees, business partners, information service providers, subsidiaries and agents of the Bank, the telecommunication company and any third party (within or outside the Macau Special Administrative Region) concerned such personal data and other information relating to the Customer, his account and transactions and dealings in connection with his account which the Bank may consider appropriate for the purpose of providing the eBanking Services.
- 8.3 The Customer 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 Customer may disallow the Bank to share any information for cross-marketing purposes.

## **9. EXPENSES AND CHARGES**

- 9.1 The Bank reserves the right to require the Customer to pay fees and charges in relation to the eBanking Services and to revise such fees and charges upon giving not less than 30 days' notice to the Customer by whatsoever means that the Bank thinks fit specifying the amount of the applicable fees and charges provided that, where any revision of fees and charges is beyond the Bank's control, the Bank will give such notice to the Customer as is reasonable in the circumstances.
- 9.2 The Customer shall bear any fees, charges and expenses which may be imposed by the telecommunication company and/or Internet Service Provider providing or servicing his telecommunication equipment, Internet Access Equipment/device in connection with the eBanking Services, including but not limited to IDD and roaming service fee, if any.
- 9.3 The Customer agrees to pay any and all fees as advised by the Bank from time to time in connection with the provision or use of eBanking Services and the Customer hereby authorizes

the Bank to debit the Primary Account of the Customer with the amount of such fees. The fees applicable shall be payable in advance and are non-refundable.

## 10. SUSPENSION AND TERMINATION OF SERVICE

- 10.1 The granting of access to eBanking Services shall be at the Bank's sole discretion and the Bank may suspend or terminate the eBanking Services in whole or in part or any part thereof at any time it deems fit and without prior notice to Customer for any reason including, without limitation, any breakdown, maintenance, modification, expansion and/or enhancement work initiated by the telecommunication company and Internet Service Provider concerned in relation to their network. The Bank will not assume any liability or responsibility for any such suspension or termination.
- 10.2 The Bank may suspend or terminate the Mobile Banking Services upon but not limited to the request of the registered user of the mobile phone (or such other telecommunication equipment) with the telecommunication company at any time without giving any notice.
- 10.3 On the closure of a related account, access to that related account using eBanking Services will be terminated.
- 10.4 Subject to the aforesaid provisions the Customer may terminate the use of eBanking Services at any time upon notification duly made to the Bank. The termination of eBanking Services will not terminate Customer's accounts with the Bank or affect any accrued rights and obligation on the part of the Customer.

## 11. SERVICES CONDITIONS

- 11.1 The Bank will from time to time specify the scope of eBanking Services. The Bank may modify, expand or reduce the scope of eBanking Services from time to time.
- 11.2 The Bank shall have the right to impose such restrictions as it thinks fit for efficient operation of eBanking Services and without prejudice to these conditions may notify the Customer of any minimum or maximum value of each request and mandate.
- 11.3 The Customer may obtain access to eBanking Services during the service hours specified by the Bank from time to time. The Customer may also open Statement Account and Time Deposit Account via eBanking Services. The correspondence address of the new account shall adopt those of the Primary Account of eBanking Service.
- 11.4 Any instruction entered after the cut off time of the Bank, which is currently set at 8:00p.m. (Macau time) on any business day, may at the discretion of the Bank be treated as to have effect on the next business day; the Bank reserves the right to change the cut off time without prior notice to Customer.

## 12. FOREIGN CURRENCY AND GOLD BUY OR SELL SERVICE

"Foreign Currency and Gold Buy or Sell Order" is part of the eBanking Services which allows Customer to place an advance order to the Bank to buy a particular type of currency or gold from the Bank or to sell a particular type of currency or gold to the Bank.

- 12.1 The Customer agrees that the acknowledgment of an order shall not constitute as the Bank's acceptance of an order at the rate specified by the Customer, such rate serves as an indication to the Bank the highest buy rate or the lowest sell rate of the order.
- 12.2 The Customer agrees that once the order has been acknowledged by the Bank, the Bank will withhold the amount of currency or quantity of gold to be sold from the relevant account as indicated by the Customer until such order has been executed by the Bank or revoked by the Customer through the eBanking Services prior to the execution of the order. Should the available balance of the account with withheld amount or quantity shown inadequacy to meet any payment on demand, the Bank may at its sole discretion not to honour such demand and without prior notice to Customer. The Customer agrees to release the Bank from any liability and

indemnifies the Bank against all actions, losses, suits, costs, claims, demands, expenses whatsoever reasonably incurred or suffered by it arising thereof.

- 12.3 Orders will only be executed from Monday to Friday during the service hours of the Bank when the Bank's rate quotation for such currency or gold is available at the time and in accordance with clauses 13.4 and 13.5 hereinafter mentioned.
- 12.4 When the Bank's selling rate is equal or lower than the rate specified in any buy order, on the first occurrence of such event, the Bank will apply such rate to the order.
- 12.5 When the Bank's buying rate is equal or higher than the rate specified in any sell order, on the first occurrence of such event, the Bank will apply such rate to the order.
- 12.6 Unless the order is revoked by the Customer or has been executed by the Bank, any outstanding order placed with the Bank will automatically be carried over to the next business day.
- 12.7 The Customer shall be aware of the perpetual risk of loss associated with the rapid movement in exchange rates and price of gold. Save and except that the loss is reasonably foreseeable and caused by the gross negligence and willful default of the Bank, the Customer hereby agrees that the Bank shall not be liable for any of the loss suffered in consequence of or in relation to:
- the change of laws or regulations of any government or other relevant bodies or any other cause beyond the Bank's control which prohibits the execution of the order.
  - the Bank's inability to quote rate or vary the spread of buy or sell rate due to market condition or the closure of foreign exchange or gold market.
  - the delay in the execution of or the inability to access for the revocation of any order arising from the failure of eBanking Services in whole or in part occasioned by negligence or the faulty or malfunction of the Bank's equipment or any circumstance outside the control of the Bank.
- 12.8 Once an order has been executed by the Bank it cannot be revoked or varied by the Customer. The Customer accepts and agrees to be bound by the outcome of the order executed in accordance with the terms stated herein.

### 13. FORWARD DATE INSTRUCTION

"Forward Date Instruction" is part of the eBanking Services which facilitate the Customer to place an advance Instruction to the Bank to execute transaction including but not limited to transfer of funds and bill payment.

- 13.1 The Customer understands and agrees that (a) the Bank shall act on an instruction on the execution date, if such instruction cannot be effected and transacted by the Bank on the execution date specified, the Bank shall act on such instruction on the next Business Day, and that (b) the Bank shall not be liable for any loss, damage or expense or consequential loss, damage or expense which the Customer may suffer by virtue of any delay in acting on such instruction or for any inability to act as a result of such instruction being considered by the Bank as ambiguous, unclear or incomplete or the Customer having failed to submit such instruction by the cut-off time specified by the Bank from time to time.
- 13.2 If the execution date of an instruction falls on a banking holiday, the Business Day on which such instruction can be effected and transacted by the Bank immediately succeeding the said banking holiday will be taken as the execution date of such instruction.
- 13.3 The Customer understands that the account must have maintained sufficient funds to execute the instruction before the business hour of the execution date. In the event of insufficient funds, the Bank is not obliged to execute the instruction, and a charge may be levied on each failing Instruction.
- 13.4 The Bank shall not be obliged to accept variation or cancellation of the instruction after the execution date specified or in the event that the Bank at its absolute discretion has insufficient time or unable to act due to circumstances beyond its control.

### 14. GOVERNING LAW AND JURISDICTION



- 14.1 The Bank is supervised by Monetary Authority of Macau (AMCM).
- 14.2 This Terms and Conditions shall be governed by and construed in accordance with the law of Macau Special Administrative Region.
- 14.3 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.
- 15.** If there is any inconsistency or conflict between the English and the Chinese versions, the Chinese version shall prevail.