



# **OCBC Bank (Macau) Limited**

**Terms & Conditions for all**

**Accounts & Related Services**

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Terms & Conditions for Savings, Statement, Current & Time Deposit Accounts ("Personal/Joint Account")

1. A Deposits Account may be opened with a minimum initial deposit fixed by the Bank.
2. The Customer authorize the Bank to open and/or continue an account or accounts in customer's name and at any time subsequently to open further such accounts of whatever currency or nature including but not limited to Current, Savings, Statement, and/Fixed Deposit accounts as customer or customer authorized representatives may from time to time direct.
3. If an account is closed within three months from the date of its opening, the Bank may at its discretion to levy a service charge stated in the Service Charge Booklet. The Bank shall be entitled to close a Time Deposit Account without notice to the Customer if the account has a zero balance.
4. The Customer may open Statement Account and Time Deposit Account via eBanking Services. The specimen signature of the new account is same as the specimen signature of the Primary Account of eBanking. The corresponding address of the new account shall adopt those of the Primary Account of eBanking.
5. The customer is required to complete and sign such forms and specimen signature cards as may be prescribed by the Bank. For any withdrawal the Customer is required to present appropriate identity document and sign on the withdrawal slip/confirmation of deposit supplied by the Bank using the same signature/seal as appears on the Bank's file.
6. Balance in the account cannot be withdrawn by cheque, except for Current Account.
7. If the account opened and or continued is a joint account, the Customer agree that any liability whatsoever incurred in respect thereof shall be joint and several and Customer further authorize the Bank:
  - 7.1 To accept for collection any cheques, drafts, bills and notes payable to any one more of Customer and to credit the proceeds thereof to Customers' joint account or accounts even though such cheques, drafts, bills and notes have not been endorsed by the payee and payees thereof.
  - 7.2 Subject to any claim, right, lien, charge, pledge set off or whatsoever the Bank may have to pay or deliver to or to the order of the survivor(s) of Customer or the personal representative(s) of such survivor(s) any money now or hereafter standing to the credit of Customer's joint account(s) together with anything held by the Bank for safe keeping or for collection or for any purpose relating to Customer's account(s).
  - 7.3 To make loans and/or advances with or without security at Customer's or the request of Customer's authorized representative(s) by way of overdraft loan or in other manner, and to discount bills and promissory notes on the request of Customer or Customer's authorized representative(s) but without prejudice to the Bank's right to refuse any such accommodation; and Customers agree that any liability to the Bank thereby incurred by the Customers shall be joint and several.
8. To debit to Customer's savings and or/Fixed Deposit Account for any payment made by you upon presentation by any person of a withdrawal slip or instruction signed by the Customer or Customer's

authorized representative(s) to be supplied and approved by the Customer from time to time irrespective of whether the passbook or confirmation of deposit has not been presented for withdrawal.

9. Any payment made by the Bank to a person producing the passbook and withdrawal slip/confirmation of deposit bearing the signature and/or impression of seal/chop of the Customer, notwithstanding that the passbook and/or signature and/or impression of seal/chop has been obtained fraudulently or without the express and implied authority of the Customer, shall have the same effect as if made to the Customer personally and will absolve the Bank from all liabilities to the Customer or to any other party.
10. If a chop or seal is being used as signature by the Customer, the Customer shall bear the risks of his chop/seal being used by unauthorized persons or for unauthorized purposes. Unless due to gross negligence or wilful default of the Bank or its agents, officers or employees, the Bank will not be liable for any loss or damage resulting from or in connection with the chop or seal of the Customer being used by unauthorized persons or for unauthorized purposes. In the event of loss of a seal/chop used for operating the account, the Customer must immediately notify the Bank the loss in writing. The Bank will not be responsible for any payments made before receipt of such written notice.
11. The Bank reserves the right not to accept for deposit any cheques and monetary instruments and any such items if accepted at the sole discretion of the Bank for deposit are subject to final payment. The Bank reserves the right to charge the Customer's account with items which are subsequently returned unpaid and with all the charges incurred thereby. The Customer may not draw against uncleared cheques or monetary instruments. The Bank reserves the right to recover from the Customer in full any loss sustained by it as a result of the non-payment for whatsoever causes of such cheques or monetary instruments. The Customer agrees to indemnify the Bank against all losses damages demands actions and liabilities whatsoever incurred or sustained by the Bank for such acceptance.
12. To honour and pay any cheques, drafts bills or exchange, promissory notes or orders for payment drawn, accepted, or made by the Customer or Customer's authorized representative(s) and to carry out any of the Customer or Customer's authorized representative(s) instructions of whatsoever nature and to debit such payments you made to the Customer's account(s) provided such cheques, drafts, bills, notes, orders or instructions are signed by the Customer or Customer's authorized representative(s), notwithstanding that any such debiting or carrying out of such instructions may cause such account or accounts to be overdrawn or any overdraft thereon to be increased by without prejudice to the Bank right to refuse to all any overdraft or increase of overdraft and Customer will be jointly and severally responsible for repayment on demand by the Bank of any such overdraft and interest and of any money that the Bank may from time to time advance to the Customer on any loan account together with interest thereon and the relevant expenses. If any.

13. To carry out written instructions countermanding payment of cheques, bills of exchange, promissory notes or orders for payment when such instructions are given by Customer or Customer's authorized representative(s).
14. The Customer must notify the Bank in writing of any change of address or other pertinent particulars recorded with the Bank. Correspondence sent by post to the Customer at the latest address registered with the Bank shall be deemed to have been duly delivered to the Customer.
15. Any Customer who wants to change his specimen signature must fill in a form provided for the purpose by the Bank using the original signature and/or seal and submit the new specimen signature. The new specimen signature will become effective only after the consent and acceptance of the Bank.
16. After decease of the Customer the balance will be paid only to the legal personal representative of such Customers upon the production of the Probate or Letters of Administration.
17. The Bank reserves the right at any time without notice, and as its entire discretion and without liability, to refuse any deposit, limit the amount which may be deposited, return all or any part of any deposit or close the account.
18. Notwithstanding that the account is a foreign currency account or that the deposit has been made or is expressed to be in foreign currency, the Bank shall have the right, option and absolute discretion to pay the Customer in full satisfaction of his deposit or any part thereof and/or the interest thereon in such account in any of the following manners, the Customer shall have no right to object thereto:
  - 18.1 By effecting telegraphic transfer in the currency of the relevant country in accordance with the Customer's written instructions or orders; or
  - 18.2 By issuing to the Customer a demand draft to be drawn by the Bank on a correspondent in the currency of the relevant country; or
  - 18.3 By payment in Hong Kong/Macau currency of the amount equivalent to the foreign currency of the Customer's deposit or any part thereof and/or the interest thereon at such rate of exchange as will be ruling in the unofficial or open market in Macau at the time of payment by the Bank to the Customer of such deposit or any part thereof and/or the interest thereon to be withdrawn by the Customer. In the event of there being any difference between what are known as the "selling rate" and the "buying rate" in such open market, the "buying rate" shall be adopted for the purpose of fixing the above rate of exchange. In the absence of such unofficial or open market rate as aforesaid at the time of payment, then the official rate of exchange between the foreign currency and the Hong Kong/Macau currency prevailing at the time of payment by the Bank to the Customer of the deposit or any part thereof shall be adopted for the purpose of fixing the abovementioned rate of exchange; or
  - 18.4 By satisfying the withdrawal by the Customer of his deposit or any part thereof and/or the interest thereon in more than one of the above manners by dividing the amount of the deposit to be withdrawn

by the Customer into one or two separate parts, so that each such part of the amount to be withdrawn by the Customer may be satisfied in one or the other manners.

In case of (18.1) and (18.2) above, the Bank shall have absolute discretion in the choice of correspondent(s). Any transaction arising thereof shall be subject to the laws and regulations and to government measures and restrictions of the country in which the Bank's correspondent(s) is situated. The Customer accepts all the risk of or arising from any such law, regulations, measures and restrictions. The Bank is entitled to debit the Account the amount of its charges and expenses and, as appropriate, those of its correspondents.

All Foreign Currency Accounts are in the form of TT. Deposits other than TT may be accepted at the sole discretion of the Bank and are subject to exchange premium.

19. The following provisions shall apply to CNY accounts:

- 19.1 Only person who is a holder of legal Macau resident document may open CNY Personal Accounts with the Bank. The Customer who is a holder of Macau Bilhete de Identidade de Residente (BIR) may open CNY Personal Accounts via eBanking Services.
- 19.2 The Customer may only maintain one CNY savings/statement account and one CNY time deposit account with the Bank at any time. The Bank may at any time, by notice to the Customer, close any other CNY Accounts maintained by the Customer with the Bank. The notice may, if necessary, under the circumstances, take effect immediately.
- 19.3 The Bank reserves the right not to open any CNY Accounts for the Customer without giving a reason and without liability.
- 19.4 Deposit into the CNY savings/statement account may only be made by depositing Chinese Yuan in cash (in a denomination acceptable to the Bank), by converting Macau Patacas / Hong Kong Dollars (whether in cash or being Macau Patacas / Hong Kong Dollars in a Macau Pataca / Hong Kong Dollar account maintained by the Customer with the Bank) at such exchange rate determined by the Bank, or by such other method as the Bank may from time to time stipulate at its sole discretion.
- 19.5 The Customer may transfer CNY funds from his CNY savings/statement account to another CNY savings/statement account maintained with the Bank by another person in Macau.
- 19.6 The Customer may transfer CNY funds between his CNY savings/statement account and CNY time deposit account under the same name.
- 19.7 No cheque is accepted to be deposited into the CNY Accounts.
- 19.8 Except where the Bank stipulates otherwise, no withdrawal may be made from, no deposit may be made into and no transfer shall be made from or to the CNY time deposit account unless by way of transfer to and from the CNY savings/statement account of the Customer.
- 19.9 Withdrawal from the CNY savings/statement account may only be made by withdrawing CNY in cash, by withdrawing Macau Patacas / Hong Kong Dollars in cash (by converting CNY in the CNY savings/statement account into Macau Patacas / Hong Kong Dollars at such exchange rate as determined

by the Bank from time to time) or by such other method as specified by the Bank from time to time at its sole discretion.

19.10 Withdrawals of CNY funds from CNY savings/statement account is subject to the availability of the currency in question. The Bank reserves the right to pay the Customer in other currencies, if necessary.

19.11 For exchange made through the CNY savings/statement account (via any channel including Telematic Banking and Phone Banking), the aggregate amount to be deposited or withdrawn by the personal Customer per day shall not exceed such amount as specified by the Bank from time to time. The Bank may also specify the maximum amount per exchange transaction made in cash.

19.12 The Customer hereby acknowledges the perpetual risk of loss associated with the rapid movement in exchange rates. The Customer hereby agrees that the Bank shall not be liable for any losses and damages arising out of or in relation to:

- (a) any change in laws, regulations or orders issued by any government agencies or any other relevant bodies or any cause beyond the Bank control which prohibits the execution of CNY exchange and remittance service by the Bank or by any financial institution associated with the Bank; or
- (b) the Bank inability to quote CNY exchange rate or vary the spread of buy or sell rate due to market condition or the closure of CNY market.
- (c) CNY is subject to the PRC government's control (for example, exchange restrictions) there is no guarantee that CNY will not depreciate. If client convert MOP, HKD or any other currency into CNY so as to invest in CNY denominated investment products and subsequently convert the CNY redemption proceeds back in to MOP, HKD or any other currency, client may suffer a loss if CNY depreciates against MOP, HKD or other currencies.

20. The following provisions shall apply to savings accounts:

20.1 Interest at the rates of savings account posted from time to time without prior notice in the lobby of the Bank and/or advertised in the press is allowed on the daily balance. Interest earned on MOP/HKD/CNY account will be credited to the Customer's account half yearly in January and July or at any such intervals as the Bank may determine while interest earned on Foreign Currency account will be credited to the Customer's account monthly or at any such intervals as the Bank may determine, with the exception that account closed prior to the interest payment date will not be entitled to interest payment.

20.2 Each customer will be provided by the Bank with a passbook which must be presented for every withdrawal and/or the account is closed at the counter. The passbook is not transferable or assignable and cannot be pledged as security.

20.3 After each transaction, the customer should examine the passbook before leaving the counter to ensure that correct entry has been made therein. No entries and alternations are allowed to be made in the passbook by the customer.

- 20.4 The passbook is for the customer's reference and does not necessarily indicate the correct balance of the account as deposits may have been made or items charged without entry in the passbook.
- 20.5 Passbook should be kept in a safe place under lock and key. If the passbook is lost, the customer must immediately report such loss in writing to the Bank. The Bank will issue a new passbook to the customer after enquiry has been made to the satisfaction of the Bank and a guarantee and/or a letter of indemnity shall be furnished by the customer, and/or any other person in such form and on such condition as the Bank may at its absolute discretion think fit.
- 20.6 The Bank may at its sole discretion and without notice to levy a service charge on account which has remained inactive for over a period of time, whereas carries a balance of less than an amount both fixed by the Bank. If balance falls short of our service charge and/or carries a zero balance, a charge equals to that balance will be levied so that the account will be closed accordingly without any further notice.
21. The following provisions shall apply to statement accounts:
- 21.1 Interest at the rates of statement account posted from time to time without prior notice in the lobby of the Bank and/or advertised in the press is allowed on the daily balance. Interest earned on MOP/HKD/CNY account will be credited to the Customer's account half yearly in January and July or at any such intervals as the Bank may determine while interest earned on Foreign Currency account will be credited to the Customer's account monthly or at any such intervals as the Bank may determine, with the exception that account closed prior to the interest payment date will not be entitled to interest payment.
- 21.2 If temporary overdraft is granted by the Bank, the customer shall undertake to refund to the Bank the whole amount so overdrawn with interest thereon, and the relevant charges, if any.
- 21.3 After making deposits, copies of these pay in slips, when duly validated by machine print or authorized signature of the Bank, will be handed back as receipts to the Customers. After each transaction, the Customer should ensure that correct entry has been made therein before leaving the counter.
- 21.4 A statement of Statement Account specified by the Bank will be sent to the Customer every month or at regular intervals as determined by the Bank from time to time. No statements will, however, be sent for an account where no entries have been made in that account for the entire month. If the Customer fails to receive the statement by the 7th working day after the end of the month or such arranged intervals immediately following that to which the statement relates, the Customer should immediately notify the Bank and request for a copy thereof. The Customer is required in respect of the Customer's Account now or hereafter kept by the Bank to verify the correctness of the transaction details contained in each statement of account received from the Bank and within 30 days after the time when they should have been received to notify the Bank in writing of any alleged omissions from or debits wrongly made to or inaccurate entries in the account as so stated and that at the end of the said 30 days the statement of account shall be conclusive evidence without any further proof that except as to any alleged errors so



notified the statement of account contains all credits that should be contained therein and no debits that should not be contained therein and all the entries therein are correct and subject to the above exception the Bank shall be free from all claims in respect of the account whether or not any of the entries was the result of forgery of fraud.

21.5 The Bank may at its sole discretion and without notice to levy a service charge on account which has remained inactive for over a period of time, whereas carries a balance of less than an amount both fixed by the Bank. If balance falls short of our service charge and/or carries a zero balance, a charge equals to that balance will be levied so that the account will be closed accordingly without any further notice.

## 22. The following provisions shall apply to Current Account

- 22.1 Current accounts can be opened if the initial deposit is not less than the minimum amount fixed by OCBC Bank (Macau) Limited (hereinafter called the "Bank").
- 22.2 Prior to the opening of a current account, applicants are requested to provide the Bank with suitable references and to complete and sign such forms and specimen signature cards as may be prescribed by the Bank.
- 22.3 When making deposits, customers should properly fill in deposit slips, when duly validated by a teller machine or an authorized signature of the Bank, will be handed back as receipts to the customers.
- 22.4 A statement of account will be sent to the customer every month or at such intervals as may be arranged from time to time. If the customer fails to receive the statement by the 7th day after the end of the month or such arranged intervals immediately following that to which the statement relates should immediately notify the Bank and request for a copy thereof.
- 22.5 The customer is required in respect of the customer's current account now or thereafter maintained with the Bank to verify the correctness of each statement of account received from the Bank. The customer should notify the Bank in writing of any alleged omission from or debits wrongly made to or inaccurate entries in the account within 30 days from the time they receive the statement of account. At the end of the 30 days, the statement of account shall be conclusive evidence. Except as to any alleged errors so notified, all the entries in the statement of accounts are correct. Subject to the above exception, the Bank shall be free from all claims in respect of the account whether or not any of the entries was the result of forgery or fraud.
- 22.6 The customer must notify the Bank in writing of any change of address or other pertinent particulars recorded with the Bank. Correspondence sent by post to the customer at the latest address registered with the Bank shall be deemed to have been duly delivered to the customer.
- 22.7 Cheques drawn to the order of a Third Party may be accepted for deposit at the sole discretion of the Bank without prejudice to its rights to claims from the customer any loss arising from such acceptance. The customer shall undertake to refund in full to the Bank immediately upon request any loss sustained by it by reason of the Bank's allowing the customer to draw against uncleared cheques or as a result of the Bank's endorsing the cheque or from any cause whatsoever.

22.8 Conventional blank cheques will be provided by the Bank. We will debit the said account a printing charge of same currency when customer applies a cheque book and no official receipt will be issued. The said charge is subject to change without notice. When a cheque book is required, the customer must sign an application form supplied by the Bank using the same signature and/or chop as appear on the Bank's file. If the customer does not apply in person, the Bank may at its discretion deliver the cheque book to the bearer of the application form, or forward it to the registered address of the customer by mail or hand.

22.9 Upon receipt of a cheque book, the customer should count the number of cheques carefully and examine the account and serial numbers printed thereon to avoid any discrepancy. Cheque books should at all times be kept under lock to safeguard against loss or loss by theft.

#### 22.10 Cheque-writing Guidelines

- a. All cheques must be written in non-erasable ink or ball-point pen in Chinese, Portuguese or English and be signed in conformity with the specimen signature registered with the Bank.
- b. The customer should exercise care when drawing cheques and agrees that he will not draw cheques by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. When issuing cheques, the amount, both in words and figures, should be as close to each other and to the left-hand margin as possible so as to leave no space for insertions. The word "only" should be added after the amount stated in words. Only Arabic numerals should be used for figures.
- c. In sending cheques through the post or otherwise, the words "or Bearer" should be deleted and the cheque crossed.

#### 22.11 Alterations on Cheques

All alterations on cheques should be authenticated by the full signature of the drawer near the space where such alterations appear. Initials and abbreviations should not be used as the same could be forged easily and the Bank will not accept such initials unless previous arrangements have been made in respect thereof. The customer acknowledges that the Bank will not be held responsible for losses arising from alterations which cannot be readily detected.

22.12 When a signed cheque is lost, the drawer should immediately report the loss to the Bank in writing with instructions to stop payment of such a cheque. If the cheque is stolen, he should also report the loss to the nearest police station. The Bank will not be liable in any way to the customer if the cheque is paid prior to the receipt of the instructions to stop payment. If blank cheques are lost, the customer should notify the Bank immediately and request for their cancellation.

22.13 Any cheque to be drawn on any of the Bank's Main Branch or other Branches may, at the absolute discretion of its Main Branch or other Branches from time to time, be paid at the counter of its Main Branch or other Branches upon presentation, or otherwise honoured by its Main Branch or other Branches provided it is clearly understood that its Main Branch or other Branches may refuse or

discontinue at any time without notice to as honour any cheque drawn on its Main Branch or other Branches. The Bank will be fully discharged for any payment by its Main Branch or other Branches on such cheque, and will be a debit against the customer's account or accounts with such Branch of the Bank on which the cheque is drawn.

- 22.14 The Bank reserves the right not to accept for deposit any cheques and monetary instruments and any such items if accepted at the sole discretion of the Bank for deposit are subject to final payment. The Bank reserves the right to charge the customer's account with items which are subsequently returned unpaid and with all the charges incurred thereby. The customer may not draw again uncleared cheques or monetary instruments. The Bank reserves the right to recover from the customer in full any loss sustained by it as a result of the non-payment for whatsoever causes of such cheques or monetary instruments. The Customer agrees to indemnify the Bank against all losses, damages, demands, actions and liabilities whatsoever incurred or sustained by the Bank for such acceptance.
- 22.15 The Bank reserves the right at any time without notice, and at its entire discretion and without liability, to refuse any deposit, any amount which may be deposited, return all or any part of any deposit or close the account.
- 22.16 The Bank will not honour any cheque if the account is not in funds. If temporary overdraft is granted by the Bank, the customer shall undertake to refund to the Bank the whole amount so overdrawn with interest thereon, and the relevant charges, if any. Debit interest calculated on the basis of a 365-day year for Macau pataca and Hong Kong dollar shall accrue on the daily outstanding amount drawn under the overdraft at the rate or rates from time to time determined by the Bank. Interest shall be payable whether or not the customer receives notice of any change. The Bank shall be entitled to debit accrued interest to any overdraft account every month.
- 22.17 The customer shall bear the risks of his chop in the signature card being used by unauthorized persons or for unauthorized purposes. Unless due to gross negligence or wilful default of the Bank or its agents, officers or employees, the Bank will be liable for any loss or damage resulting from or in connection with the chop of the customer being used by unauthorized persons or for unauthorized purposes. In the event of loss of chop used for operation an account, customer must immediately notify the Bank the loss in writing. The Bank will not be responsible for any payments made before receipt of such written notice.
- 22.18 If in its opinion the customer's account has not been satisfactorily operated or maintained, the Bank may at any time at its absolute discretion by notice to such customer close his account with immediate effect without being obliged to give any reason for so doing. Upon such notice of closure being sent to the customer at his registered address, the Bank shall henceforth be released from any further obligations, and shall have the right to refuse payment of any cheque drawn by the customer and subsequently presented. The customer shall be held solely responsible for any and all consequences resulting or arising therefrom. Any notice sent to the customer by post or courier to his registered

address shall be deemed to have been duly received by him on the day following that on which the notice is posted or sent, its return by the post office or the courier company to the Bank notwithstanding.

22.19 Any customer desirous of changing his specimen signature must fill in a form provided by the Bank and submitting new specimen signature cards in duplicate indicating the date from which the new signature will become effective. No new signature shall be used without the prior consent of the Bank.

22.20 The Bank may at its sole discretion and without notice to levy a service charge on account which has remained inactive for over a period of time, whereas carries a balance of less than an amount both fixed by the Bank. If balance falls short of our service charge and/or carries a zero balance, a charge equals to that balance will be levied so that the account will be closed accordingly without any further notice.

22.21 When the account is closed, the customer must return all unused cheques to the Bank.

22.22 The Bank may transfer any balance in an account closed by the Bank pursuant to Clause 22.18 hereof to the Bank's Unclaimed Balances Account. Subject to payment of the service charge under Clause 22.20 hereof the customer may collect the balance from the Bank during the Bank's business hours.

22.23 After the decease of the customer the balance will be paid only to the legal personal representative of such Customer upon the production of the Probate or Letters of Administration and/or any other documents acceptable to the Bank.

22.24 The business hours of the Bank may be extended, changed or otherwise revised by the Bank in accordance with its business requirements. A poster or notice posted in the Bank's hall shall constitute written notice to the customer of any such change. All business transacted and cheques paid for and or behalf of its customers within the extended or revised business hours of the Bank shall be treated as if the same were transacted or paid during the normal business hours.

22.25 The Bank may at its discretion destroy any cheques or other documents relating to the account after microfilming the same.

23. The following provisions shall apply to time deposit accounts:

23.1 Deposit placed with and accepted by the Bank will be evidenced by a Deposit Confirmation or Slip issued by the Bank. The Customer is requested to examine the Deposit Confirmation or Slip and to notify the Bank any error or omissions found therein forthwith.

23.2 Unless otherwise specified, interest rate is fixed at the inception or renewal of each deposit.

23.3 Unless otherwise specified, interest earned and accrued on a deposit will be payable on the maturity day and may be withdrawn at that time or added to the principal and re-deposited for a further term.

23.4 Maturity Instruction

(a) Instruction Given by Customer

Notwithstanding any maturity instruction given by the Customer, the Bank shall nevertheless have the right, option and at its discretion to pay the Customer in full satisfaction of the deposit or any part thereof and/or the interest thereon in such account in any of the following manners:

- i. by crediting the principal and interest to an account as designated by the Customer; or
- ii. by renewing the principal at the prevailing rate for the same tenor and pay the interest to the Customer or the Customer order (in case of cashier order at a service charge as prescribed by the Bank from time to time);
- iii. by renewing the principal at the prevailing rate for the same term and credit the interest to an account as designated by the Customer;
- iv. by paying the principal and interest to the Customer or the Customer order (in the case of cashier order at a service charge as prescribed by the Bank from time to time);
- v. by such manner as may be agreed between the Bank and the Customer from time to time.

Without prejudice to the generality of the aforesaid provision, if, for whatever reason(s) which is/are not reasonably foreseeable and/or is/are beyond the reasonable control of the Bank, the maturity instruction(s) of the Customers cannot be executed on the maturity date(s), the Customer hereby authorizes the Bank to suspend the maturity instruction(s) and renew the deposit together with the accrued interest in the same currency for a similar tenor according to the prevailing interest rate or otherwise specified, and the maturity instruction(s) will be executed on the next maturity date(s). The Customer hereby discharges the Bank for any losses or claims that may be incurred as a result of this arrangement.

**(b) No Maturity Instruction Received by the Bank**

If no maturity instruction has been received by the Bank upon maturity, the principal and accrued interest would be automatically renewed for a similar tenor according to the prevailing interest rate or otherwise specified.

### 23.5 Deposit withdrawal

**(a) On Maturity Day**

Deposit can be withdrawn on the maturity day upon proper written demand and is only repayable to the Customer at the account opening branch unless otherwise specified. The Bank shall be entitled (but not be under any duty) to require the production of the relevant documents for the withdrawal of the deposit.

**(b) Before Maturity Day**

Withdrawal of a deposit before maturity is not allowed and it will be at the sole and absolute discretion of the Bank to allow such a withdrawal in very exceptional circumstances and on such

terms and conditions as the Bank shall think fit. Should the Bank agree to the withdrawal, the Bank reserves the right not to pay any interest on the deposit and to recover a handling charge of obtaining funds in the market for the pre-mature withdrawal of the deposit. Such charge to be deducted from the principal sum before the withdrawal is made.

(c) Oral Instruction

After taking such practicable steps as the Bank may reasonably consider appropriate, the Bank may follow proper oral instruction from the Customer(s) or any one of the authorized signer(s) with respect to the renewal of time deposit and/or purchase and sales of foreign currencies and the Bank shall not be liable for acting in good faith upon such instruction. The issuance of Deposit Confirmation/Slip and/or Exchange Memo and/or Advice will be final and conclusive evidence of the Customer instruction to the Bank.

24. Suspension and Termination of Services

24.1 The Bank may, without giving any reason and with or without notice to the Customer as the Bank determines and without liability whatsoever, suspend any of its Services or close any account at any time and in any manner as the Bank in its absolute discretion considers appropriate, including without limitation where the Bank in good faith believes that any account (including without limitation, any savings, current, time deposit, investment or loan account) and/or any transaction or dealing transacted through or with the Bank or in connection with any of its Services may be used in connection with any criminal/unlawful activities, or any fraud may directly or indirectly be committed in connection with any such account, transaction or dealing. Without prejudice to the generality of the foregoing, the Bank shall also be entitled to exercise its rights under the foregoing if, in its absolute discretion, (i) the Customer shall commit any breach of or omit to observe any obligations under these Terms and Conditions; (ii) the Customer is in breach of any representations or warranties under these Terms and Conditions; (iii) the maintenance or operation of any account or any part thereof may expose the Bank to any claims, suits, losses, expenses, liabilities or damages whether directly or indirectly; or (iv) a third party is claiming any interest or right (whether substantiated or not) over any account or any part thereof arising from or in connection with any allegation against the Customer of a breach of duty (including fiduciary or other duty).

24.2 Without prejudice to the generality of Clause 24.1, if in the Bank's opinion (i) the Account has not been satisfactorily operated or maintained by the Customer; or (ii) the Customer has committed any breach of or omitted to observe any obligation under these Terms and Conditions which amounts to a material default on the part of the Customer; or (iii) the Bank's books and records show a zero balance on any account for a continuous period of 6 months or for such shorter period as the Bank shall prescribe, the Bank may at any time at its absolute discretion by notice to the Customer close the account. In exceptional circumstances, the Bank may close the account without giving prior notice. Upon such notice of closure being sent to the Customer, the Bank shall henceforth be released from any further

obligations, and shall have the right to refuse payment of any cheque drawn by the Customer and subsequently presented to the Bank. The Customer shall be held solely responsible for any and all consequences resulting or arising therefrom.

24.3 The Bank shall not be liable to the Customer in respect of any loss and damage sustained or liability incurred by the Customer by reason of any acts, statements (express or implied) or omission of the Bank or its agents, officers or employees in exercising any of its rights under this Clause except in respect of reasonably foreseeable and direct loss or damage caused directly and solely by the negligence or wilful default of the Bank or that of its agents, officers and employees in the course of employment.

24.4 The suspension of any of the Services or closure of any account shall be without prejudice to the right of the Bank to settle any transactions entered into, or to settle any liability incurred by the Customer under these Terms and Conditions or by the Bank on behalf of the Customer prior to such suspension or termination. Further, upon such suspension or termination, the Bank may cancel all or any unexecuted instructions at its discretion.

24.5 The Bank may freeze the accounts of the Customer of any third-party claims, or if in the reasonable opinion of the Bank there are some irregularities in the operation of the Customer's account, or if there are disputes over payments made to the Customer's accounts.

## 25. Anti-Money Laundering and Sanctions

25.1 The Customer agrees that the Bank may suspend any of its Services or close any account pursuant to Clause 24, and/ or delay, block or refuse to process any transaction without incurring any liability if the Bank suspects that:

- (a) the account or transaction may breach any laws or regulations in Macau or any other country or jurisdiction;
- (b) the account or transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic or trade sanctions imposed by the United Nations, the United States, the European Union or any country or jurisdiction; or
- (c) the account or transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Macau or any other country or jurisdiction.

25.2 Unless the Customer has disclosed that it is acting in a trustee capacity or on behalf of another party, the Customer warrants that it is acting on its own behalf in agreeing to be bound by these Terms and Conditions.

25.3 The Customer declares and undertakes to the Bank that the processing of any transaction by the Bank in accordance with the Customer's instructions will not breach any laws or regulations in Macau or any other country or jurisdiction.

25.4 The Bank may take and instruct any delegate to take any action which it in its sole discretion considers appropriate so as to comply with any applicable law or regulation, request of a governmental or regulatory authority or any policy of the Bank which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities. Such action may include but is not limited to the interception and investigation of transactions on accounts (particularly those involving the international transfer of funds) including the source of the intended recipient of fund paid into or out of accounts. In certain circumstances, such action may delay or prevent the processing of instructions, the settlement of transactions over the accounts or the Bank's performance of its obligations under these Terms and Conditions. The Bank needs not notify the Customer until a reasonable time after it is permitted to do so under such law, regulation, or by such governmental or regulatory authority. Neither the Bank nor any Agent of the Bank will be liable for any loss (whether direct or consequential and including, without limitation, loss of profit or interest) caused in whole or in part by any actions which are taken by the Bank or any delegate of the Bank pursuant to this Clause 25.

26. Disclosure of Information:

26.1 The Customer understands that the Bank and/or Agents may not be able to provide service to him if he fails to provide any information requested by it and/or Agents.

26.2 The Customer hereby authorizes the Bank and any recipient of his personal and account information or records from the Bank to disclose to any (1) Agent; (2) financial institutions, service providers, credit reference agencies, collection agencies agents, contractors; and (3) other person who have established or propose to establish any business relationship with the Bank and any such person or entity may utilize such information in the course of any business carried on by him or it.

26.3 If the Bank transfer any such Personal Data, details or information to any service provider (whether situated in or outside the Macau Special Administrative Region) for the purpose of data processing or providing any service on behalf of the Bank to the service provider is situated outside Macau in an area where there are less stringent data protection laws, the Bank will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in Macau. In any event, the Bank will remain responsible for ensuring the confidentiality of such Personal Data, details and information.

26.4 For individuals, sole proprietorships and partnerships:

The Customer agrees that all personal data relating to the Customer collected by the Bank from time to time may be used and disclosed for such purposes and to such persons (whether in or outside Macau) as may be in accordance with the Bank's policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by the Bank to its customers from time to time and such data may be disclosed (by way of bank references or otherwise)



to any financial institution with which the Customer has or proposes to have dealings to enable such financial institution to conduct credit checks on the Customer.

26.5 The Customer authorizes the Bank to disclose any information regarding the Customer and its account relationship with the Bank to all or any of (i) any financial institution with which the Customer has or proposes to have dealings; (ii) any actual or proposed participant or sub-participant in, or assignee, novatee or transferee of any of the Bank's rights in relation to the Account; (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, credit reference or checking, debt collection or other services or facilities to the Bank in connection with the operation of its business; and (iv) any other person under a duty of confidentiality to the Bank, including a group company of the Bank.

26.6 Any termination of the Account by the Customer or the Bank shall not affect or terminate the Customer's authorization to disclose information given above in relation to information in the possession of the Bank at termination.

26.7 The Customer may at any time in accordance with the Personal Data Protection Law (1) check whether the Bank holds data about him and have access to such data upon paying such fees as may be imposed by the Bank; (2) require the Bank to correct any data relating to him which is inaccurate; (3) request the Bank to inform him of the items of data which are routinely disclosed to a credit reference agency and in the event of default to a debt collection agency; (4) request the Bank to provide him with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and (5) require the Bank to cease using his personal data for its marketing purposes without charge.

## 27. Set-off and Lien

27.1 In addition and without prejudice to any other security or any general lien, right of set-off or similar right to which the Bank may be entitled at law, in equity, under these Terms and Conditions or any other agreement between the Customer and the Bank, the Bank shall have a lien on all the Customer property which may now or hereafter be in the Bank possession whether for safekeeping or otherwise, and the Bank shall also have the right and is hereby authorized (but not obliged to), to the fullest extent permitted by law and without notice to the Customer or to any other person, to retain, set-off, appropriate and apply (i) any credit balance on any account (whether subject to notice or not and whether matured or not and in whatever currency(ies)) of the Customer or of any other person with the Bank or any other company related to or associated with the Bank to which the Customer may be beneficially entitled and (ii) any other sum due or owing by the Bank to the Customer in whatever currency(ies)) and (iii) any credit balance on any account opened by the Bank in its name on behalf of the Customer with any other financial institutions in Macao or elsewhere, against or on account of the Customer obligations and liabilities to the Bank whether actual, future or contingent. For the purposes of this Clause, an account shall be deemed to have

a credit balance if under and pursuant to an overdraft facility funds may be drawn out of that account (even though the account may already be overdrawn but the amount overdrawn is still less than the maximum amount available under the overdraft facility), and the amount of such credit balance shall be equal to the amount which under the overdraft facility is still available. Further, in so far as any of the Customer liabilities are contingent or future, the Bank liability to make payment of any sum or sums standing to the credit of any of the Customer accounts to the Customer shall, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event.

- 27.2 In case of a joint account, the Bank may exercise the right in this Clause and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Bank by one or more of the holders of such joint account.
  - 27.3 The Bank is hereby authorized to carry out any currency conversion as the Bank may consider necessary to effect any right of set-off and the cost of such conversion shall be borne by the Customer and shall form part of the Bank right of set-off under this Clause.
  - 27.4 The Bank may exercise its rights hereunder notwithstanding that cheques or other payment orders may previously have been drawn or given by the Customer on any of the said accounts but not paid or effected by the Bank at the time of such exercise, and the Bank shall not be liable for any loss or damage occasioned thereby, including any loss or damage occasioned by the dishonour of any cheques or other payment orders resulting from insufficient funds in any of the said accounts because of the Bank having exercised its right of set-off for any debts and liabilities.
- 28. The above terms and conditions are subject to change by the Bank with applicable notice as determined by the Bank and the Customer shall be deemed to have received due notice of them once they have been posted in the lobby of the Bank or advertised in the press.
  - 29. The rules are written in both English and Chinese and in the event of conflict, the Chinese version shall prevail.

## Terms & Conditions for Integrated Account

### 1. Applicable Terms and Conditions

Integrated Account and all services and products from time to time offered by the Bank under or in connection with the Integrated Account are subject to:

- 1.1 these terms and conditions herein ("Terms and Conditions");
- 1.2 the "Rules for Current Account", the "Rules and Regulations for Savings, Statement and Time Deposit Accounts", the "Terms and Conditions for eBanking Services" (hereafter called "Terms and Conditions for All Bank Accounts and Related Services") in force from time to time; and
- 1.3 all other specific terms and conditions in agreements, account opening and other documentation applicable respectively to particular services and facilities offered from time to time under or in connection with the Integrated Account.

In the event of any conflict or inconsistency between these Terms and Conditions and the other terms and conditions mentioned above, the terms shall prevail in the following order to the extent of the conflict or inconsistency: (i) the specific terms and conditions as mentioned under (1.3) above, (ii) these Terms and Conditions; and (iii) the "Terms and Conditions for All Bank Accounts and Related Services".

### 2. Definitions and Interpretation

In these Terms and Conditions:

- 2.1 "Customer" means the customer in whose name the Integrated Account is opened and maintained, and includes its lawful successor.
- 2.2 "Integrated Account" means the deposit account opened with the Bank by the Customer in accordance with these Terms and Conditions comprising statement savings account, time deposit account, current account, of different currencies and such other account types and currencies as may be specified by the Bank from time to time in its absolute discretion. The Bank reserves the right to vary or specify at any time and from time to time the types (and/or currencies) of the accounts that may be opened under an Integrated Account in its absolute discretion. Integrated Account means an account containing various deposit services of a multi-currency (including MOP, HKD, RMB and any others specified by the Bank from time to time) statement savings account, time deposit account and current account under the management of one account number.
- 2.3 "Master Account" means the Integrated Account opened by the Customer with the Bank including, where the context requires, a reference to any and each of the accounts opened under the Master Account.
- 2.4 Unless the context otherwise requires or expressly provided otherwise herein, the terms and expressions used herein shall bear the same meaning as the "Terms and Conditions for All Bank Accounts and Related Services".

### 3. Integrated Account

- 3.1 Subject to clause 3.4 and such terms and conditions as specified by the Bank from time to time, the Customer may apply to open or activate an Integrated Account by giving instruction to the Bank in such manner and by such means or medium as may be specified by the Bank from time to time.
- 3.2 Applicants who are individuals must be over 18 to open an Integrated Account. All applicants must also fulfil the relevant criteria and requirements for each individual account comprised in the Integrated Account as specified by the Bank from time to time.
- 3.3 Unless otherwise agreed by the Bank, the Customer may only maintain one Integrated Account with the Bank at any time.
- 3.4 The Bank may in its sole and absolute discretion refuse to open or activate any Integrated Account or any account comprised in the Integrated Account for any customer without giving any reason and without any liability.
- 3.5 Unless the Bank specifies or determines otherwise, each account comprised in the Integrated Account will be operated in the same way as the account type to which it belongs and provided for in the "Terms and Conditions for All Bank Accounts and Related Services" and any other applicable terms and conditions. Notwithstanding the aforesaid, the Bank reserves the right to specify or vary the way that instructions for the operation of the accounts comprised in the Integrated Account have to be given to us.
- 3.6 In the event that the Customer has not specified the relevant account(s) to be credited or debited in order to effect any transaction(s) on the Master Account, the credit or debit will be entered by the Bank in the statement savings account comprised in the Integrated Account, provided that, if the transaction is in foreign currency, entries will be made in the relevant foreign currency statement savings account comprised in the Integrated Account.
- 3.7 In respect of any current account(s) comprised in the Integrated Account, the Customer shall specify the relevant individual account number of such current account to effect any transaction(s) on such current account.
- 3.8 Notwithstanding anything herein contained to the contrary, the Bank may act or refuse to act on an instruction in accordance with the "Terms and Conditions for All Bank Accounts and Related Services" and any other applicable terms and conditions, and may delay, block or refuse to process any transaction, suspend any of its Services or close any account.
- 3.9 The Bank shall be entitled to supply to the Customer consolidated statement of the Integrated Account at monthly intervals, or at such regular intervals as determined by the Bank from time to time. All references to 'statement of account' in the "Terms and Conditions for All Bank Accounts and Related Services" shall include such consolidated statements.
- 3.10 The Customer agrees that the consolidated statement of the Integrated Account may also include consolidated statement of all or such Sub-Accounts (if any) as the Bank may determine at its sole discretion. For the purpose of the consolidated statement of the Integrated Account, "Sub-Account"

shall mean any deposit accounts (other than those deposit accounts comprised in the Integrated Account), currency-linked contract accounts, equity-linked contracts accounts, gold accounts, investment accounts opened and held by the Customer with the Bank in identical composition and identity and in the same capacity as that of the Master Account before, on or after the date of the opening of the Master Account, including all the accounts linked under other consolidated statement service provided by the Bank under the "Terms and Conditions for All Bank Accounts and Related Services". The Bank reserves the right not to include any Sub-Account in the consolidated statement of the Integrated Account.

- 3.11 The Customer may request the Bank to exclude or de-link any Sub-Accounts (other than an investment account) from the consolidated statement of account of the Integrated Account, whereupon individual separate account statement for each such excluded or delinked Sub-Account shall be sent to the Customer at the correspondence address provided under each such excluded or delinked Sub-Account.
- 3.12 The Customer agrees that unless otherwise agreed by the Bank in its absolute discretion, in opening an Integrated Account he will not be eligible to apply for and (if already applied for) will terminate forthwith any other consolidated statement service provided by the Bank under the "Terms and Conditions for All Bank Accounts and Related Services".
- 3.13 The Bank shall be entitled to prescribe, from time to time, service fees and charges payable in connection with the Integrated Account. The Customer authorizes the Bank to debit such service fees and charges from the Macau Pataca / Hong Kong Dollar statement savings account comprised in the Integrated Account. The Customer further agrees that the Bank is authorized to debit any unpaid service fees and charges out of any other account comprised in the Integrated Account or any other account of the Customer maintained with the Bank.
- 3.14 The minimum initial deposit requirement is also applicable upon the opening of an Integrated Account and may be fulfilled by the Customer's crediting the prescribed amount with the Macau Pataca / Hong Kong Dollar statement savings account comprised in the Integrated Account or in such other manner as prescribed by the Bank from time to time.
- 3.15 Any references to "account" in the "Terms and Conditions for All Bank Accounts and Related Services" (including without limitation Clause 3.4 thereof in respect of the Bank's right of set off), shall include the Master Account and each account comprised in the Integrated Account.
- 3.16 The Bank may close or freeze the Master Account and/or any of the accounts comprised in the Integrated Account or suspend or terminate any services made available to the Customer under the Integrated Account in accordance with the "Terms and Conditions for All Bank Accounts and Related Services" and any other applicable terms. Except in the case of the closure of the Master Account, any account comprised in the Integrated Account which is not closed shall continue to be governed by these Terms and Conditions.

3.17 Notwithstanding anything herein contained to the contrary, the Bank may in its sole and absolute discretion at any time and from time to time vary, cancel or terminate any of the services made available under the Integrated Account or reduce or revise the scope thereof without liability to the Customer.

#### 4. Miscellaneous

4.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Macau. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Macau courts.

4.2 Should there be any discrepancies between the English and Chinese versions of this document, the Chinese version shall prevail.

Addendum to the Terms & Condition for Integrated Account - Integrated Account/OCBC Bank Premier Banking

The following clauses form part of the Terms & Conditions for Integrated Account:

1. Nomination of Primary Account

The Customer agrees to nominate a Primary Account at the time of subscription of Integrated Account/OCBC Bank Premier Banking.

- The consolidation of monthly statements of all Sub-Accounts into a Consolidated Statement which will be sent to the Customer at monthly intervals;
- The Bank to debit service fees, if any, out of the Primary Account;
- The use of the correspondence address of the Primary Account for communication with the Customer, including the posting of monthly Consolidated Statement; and any time deposit confirmation to be posted to the correspondence address provided under the specific time deposit account; and
- The use of the correspondence address of either the Primary Account or time deposit account opened via the Bank's Telematic service for sending statement to the Customer.

2. Automatic Linking of Sub-Accounts for Integrated Account/OCBC Bank Premier Banking

(a) Notwithstanding anything in these Terms and Conditions which provides to the contrary or otherwise:

- (i) Each of the deposit accounts, currency-linked contract accounts, equity-linked contract accounts and gold accounts which is opened on or after 3rd July 2007 (the "Effective Date") and held by the Customer in identical composition and identity and in the same capacity as that of the Primary Account for Integrated Account /OCBC Bank Premier Banking shall be automatically linked as the Sub-Account for Integrated Account /OCBC Bank Premier Banking upon (1) the opening of such Sub-Account or (2) the aforementioned Primary Account being nominated as the Primary Account for Integrated Account or OCBC Bank Premier Banking (whichever is the later), subject to the Bank's right to disallow all or any such automatic linking(s) exercisable at the Bank's sole and absolute discretion; and
- (ii) Each of the investment accounts, instalment loan accounts and credit card accounts opened either before, on or after the Effective Date and held by the Customer in identical composition and identity and in the same capacity as that of the Primary Account for Integrated Account /OCBC Bank Premier Banking shall be automatically link as the Sub-Account for Integrated Account /OCBC Bank Premier Banking upon (1) the opening of such Sub-Account or (2) the aforementioned Primary Account being nominated as the Primary Account for Integrated Account/OCBC Bank Premier Banking or (3) the Effective Date (whichever is the later), subject to the Bank's right to disallow all or any such automatic linking(s) exercisable at the Bank' s sole and absolute discretion.

(b) For the avoidance of doubt, the "Primary Account" in Clauses 2(a) (i) and (ii) refers to any Primary Account already in existence on the Effective Date for Integrated Account /OCBC Bank Premier Banking or any Primary Account which is nominated as such for Integrated Account /OCBC Bank Premier Banking at any time on or after the Effective Date.

(c) A statement of account for current account or statement account or other accounts specified by the Bank or a Consolidated Statement for Integrated Account/OCBC Bank Premier Banking will be sent to the Customer every month or at regular intervals as determined by the Bank from time to time. No statements will, however, be sent for an account where no entries have been made in that account for the entire month. If the Customer fails to receive the statement by the 7<sup>th</sup> day after the end of the month or such arranged intervals immediately following that to which the statement relates, the Customer should immediately notify the Bank and request for a copy thereof. The Customer is required to verify the correctness of the transaction details contained in each statement of account received from the Bank and within 30 days after the time when they should have been received to notify the Bank in writing of any alleged omissions from or debits wrongly made to or inaccurate entries in the account as so stated and that at the end of the said 30 days, the statement of account shall be conclusive evidence without any further proof that the statement of account contains all credits that should be contained therein and no debits that should not be contained therein and all the entries therein are correct and the Bank shall be free from all claims in respect of the account save and except in situations where the Customer can prove the statement of account contains (a) unauthorized transactions arising from forgery or fraud and in relation to which the Bank has failed to exercise reasonable care and skill and (b) unauthorized transactions arising from forgery or fraud by default or negligence of the Bank, its agents, officers or employees.

### 3. De-linking of Primary Account/Sub-Account

The Customer may instruct the Bank to de-link one or more Sub-Accounts from the Integrated Account /OCBC Bank Premier Banking provided that such Sub-Account to be de-linked must not be an investment account, an instalment loan account and a credit card account and that:

- (a) If the Sub-Account is the Primary Account, de-linking of such Sub-Account will only be allowed if an alternative MOP/HKD Saving Account. MOP/HKD Current Account or MOP/HKD Statement Account is nominated as the new Primary Account or upon termination of the Integrated Account, and
- (b) Once de-linked, the Customer agrees to reinstate the correspondence address provided under each de-linked Sub-Account for receiving individual account statement.

### 4. Charges for OCBC Bank Premier Banking

The Bank reserves the right and may exercise such right, at its discretion, to impose service fees and/or other charges stated in the Product Brochure in respect of maintaining accounts/services. and any account which, in the opinion of the Bank, is inactive or constantly carries a small balance or which has a balance in the Bank's unclaimed balance account. The whole available balance will be debited if the Primary Account balance is insufficient for any service fees on Integrated Account. The remaining unpaid service fees will be accumulated





and debited to the Primary Account again on the next charging date until full settlement. The Bank also reserves the right to recover the unpaid service fees out of any Sub-Account other than the Primary Account.

## Integrated Account/OCBC Bank Premier Banking Service

### 1. Definitions & Interpretation

#### 1.1 In these Terms & Conditions: -

“Consolidated Statement” means a consolidated statement of all accounts including the Primary Account and the Sub-Account(s) that are linked under the Integrated Account or OCBC Bank Premier Banking service.

“Integrated Account or OCBC Bank Premier Banking service” means the account maintained or the service subscribed by the Customer that links the Primary Account and the Sub-Account(s) and provides a Consolidated Statement on these accounts in accordance with these Terms and Conditions

“Primary Account” means one or both (where the context permits) of following accounts:

- a) one single account or one of the Sub-Accounts that is nominated by the Customer for the purpose of debiting service fees and information source under the Integrated Account or OCBC Bank Premier Banking service provided that it must be either a Hong Kong Dollar Savings Account, a Hong Kong Dollar Current Account or Hong Kong Dollar Statement Account;
- b) Hong Kong Dollar Savings Account or Hong Kong Dollar Current Account or Hong Kong Dollar Statement Account opened in the name of the Customer and nominated by the Customer in accordance with the Customer's instructions at the time the Customer applies for the eBanking Services of the Bank.

Any references to “account” in these Terms and Conditions include (where the context permits) the Primary Account and the Sub-Account (as defined below).

“Sub-Account” means any of the deposit accounts, currency-linked contract accounts, equity-linked contract accounts, investment accounts, gold accounts, Instalment loan accounts, credit card accounts that are linked under the Integrated Account or OCBC Bank Premier Banking service.

The account holder of each Sub-Account linking under the Integrated Account or OCBC Bank Premier Banking service must be in identical composition and identity.

### 2. Account Opening

The Customer agrees that in subscribing for Integrated Account or OCBC Bank Premier Banking Service, he will terminate the other one of the aforementioned types of Services (if any) so that the Customer will have only subscribed for either one of the aforementioned Services (but not two of them) with the Bank at any point of time.

### 3. Minimum Initial Deposit Amount

A deposit account may be opened with such a minimum initial deposit and with such a tenor as prescribed by the Bank from time to time. This minimum initial deposit requirement is also applicable upon the subscription of Integrated Account or OCBC Bank Premier Banking service and may be fulfilled by the aggregate available balance of one or more Sub-Accounts.

### 4. Nomination of Primary Account

The Customer agrees to nominate a Primary Account at the time of subscription of Integrated Account.

- The consolidation of monthly statements of all Sub-Accounts into a Consolidated Statement which will be sent to the Customer at monthly intervals;
- The Bank to debit service fees, if any, out of the Primary Account;
- The use of the correspondence address of the Primary Account for communication with the Customer, including the posting of monthly Consolidated Statement; and any time deposit confirmation to be posted to the correspondence address provided under the specific time deposit account; and
- The use of the correspondence address of either the Primary Account or time deposit account opened via the Bank's Telematic service for sending statement to the Customer. In case where the Customer further instructs to link the new Statement Account or Time Deposit Account opened via eBanking Services under a valid Integrated Account or OCBC Bank Premier Banking Services, the correspondence address of the Primary Account of the Integrated Account or OCBC Bank Premier Banking service shall apply instead.

### 5. Automatic Linking of Sub-Accounts for Integrated Account

- (a) Notwithstanding anything in these Terms and Conditions which provides to the contrary or otherwise:
- (i) Each of the deposit accounts, currency-linked contract accounts, equity-linked contract accounts and gold accounts which is held by the Customer in identical composition and identity and in the same capacity as that of the Primary Account for Integrated Account/OCBC Bank Premier Banking shall be automatically linked as the Sub-Account for Integrated Account/OCBC Bank Premier Banking upon (1) the opening of such Sub-Account or (2) the aforementioned Primary Account being nominated as the Primary Account for Integrated Account or OCBC Bank Premier Banking, subject to the Bank's right to disallow all or any such automatic linking(s) exercisable at the Bank's sole and absolute discretion; and
  - (ii) Each of the investment accounts, instalment loan accounts and credit card accounts held by the Customer in identical composition and identity and in the same capacity as that of the Primary Account for Integrated Account /OCBC Bank Premier Banking shall be automatically link as the Sub-Account for Integrated Account upon (1)the opening of such Sub-Account or (2) the aforementioned

Primary Account being nominated as the Primary Account for Integrated Account/OCBC Bank Premier Banking subject to the Bank's right to disallow all or any such automatic linking(s) exercisable at the Bank's sole and absolute discretion.

6. De-linking of Primary Account/Sub-Account

The Customer may instruct the Bank to de-link one or more Sub-Accounts from the Integrated Account/OCBC Bank Premier Banking provided that such Sub-Account to be de-linked must not be an investment account, an instalment loan account and a credit card account and that:

- (a) If the Sub-Account is the Primary Account, de-linking of such Sub-Account will only be allowed if an alternative MOP/HKD Savings Account, MOP/HKD Current Account or MOP/HKD Statement Account is nominated as the new Primary Account or upon termination of the Integrated Account, and
- (b) Once de-linked, the Customer agrees to reinstate the correspondence address provided under each de-linked Sub-Account for receiving individual account statement.

7. Consolidated Statement of Account

A consolidated Statement for Integrated Account/OCBC Bank Premier Banking Service will be sent to the Customer every month or at regular intervals as determined by the Bank from time to time. If the Customer fails to receive the statement by the 7th day after the end of the month or such arranged intervals immediately following that to which the statement relates, the Customer should immediately notify the Bank and request for a copy thereof. The Customer is required to verify the correctness of the transaction details contained in each statement of account received from the Bank and within 30 days after the time when they should have been received to notify the Bank in writing of any alleged omissions from or debits wrongly made to or inaccurate entries in the account as so stated and that at the end of the said 30 days, the statement of account shall be conclusive evidence without any further proof that the statement of account contains all credits that should be contained therein and no debits that should not be contained therein and all the entries therein are correct and the Bank shall be free from all claims in respect of the account save and except in situations where the Customer can prove the statement of account contains (a) unauthorized transactions arising from forgery or fraud and in relation to which the Bank has failed to exercise reasonable care and skill and (b) unauthorized transactions arising from forgery or fraud by default or negligence of the Bank, its agents, officers or employees.

8. Charges

The Bank reserves the right and may exercise such right, at its discretion, to impose service fees and/or other charges stated in the Service Fees in respect of maintaining accounts/services. and any account which, in the opinion of the Bank, is inactive or constantly carries a small balance or which has a balance in the Bank's unclaimed balance account. The whole available balance will be debited if the Primary Account balance is insufficient for any service fees on Integrated Account. The remaining unpaid service fees will be accumulated

and debited to the Primary Account again on the next charging date until full settlement. The Bank also reserves the right to recover the unpaid service fees out of any Sub-Account other than the Primary Account.

9. The above terms and conditions are subject to change by the Bank without prior notice and the Customer shall be deemed to have received due notice of them once they have been posted in the lobby of the Bank or advertised in the press.

Terms & Conditions for Savings, Statement, Current and Time Deposit Accounts ("Company Account")

1. A Deposits Account may be opened with a minimum initial deposit fixed by the Bank.
2. The Customer authorize the Bank to open and/or continue an account or accounts in customer's name and at any time subsequently to open further such accounts of whatever currency or nature including but not limited to Current, Savings, Statement, and/Fixed Deposit accounts as customer or customer authorized representatives may from time to time direct.
3. If an account is closed within three months from the date of its opening, the Bank may at its discretion to levy a service charge stated in the Service Charge Booklet. The Bank shall be entitled to close a Time Deposit Account without notice to the Customer if the account has a zero balance.
4. The Customer may open Statement Account and Time Deposit Account via eBanking Services. The specimen signature of the new account is same as the specimen signature of the Primary Account of eBanking. The corresponding address of the new account shall adopt those of the Primary Account of eBanking.
5. The customer is required to complete and sign such forms and specimen signature cards as may be prescribed by the Bank. For any withdrawal the Customer is required to present appropriate identity document and sign on the withdrawal slip/confirmation of deposit supplied by the Bank using the same signature/seal as appears on the Bank's file.
6. Balance in the account cannot be withdrawn by cheque, except for Current Account.
7. To debit to Customer's savings and or/Fixed Deposit Account for any payment made by you upon presentation by any person of a withdrawal slip or instruction signed by the Customer or Customer's authorized representative(s) to be supplied and approved by the Customer from time to time irrespective of whether the passbook or confirmation of deposit has not been presented for withdrawal.
8. Any payment made by the Bank to a person producing the passbook and withdrawal slip/confirmation of deposit bearing the signature and/or impression of seal/chop of the Customer, notwithstanding that the passbook and/or signature and/or impression of seal/chop has been obtained fraudulently or without the express and implied authority of the Customer, shall have the same effect as if made to the Customer personally and will absolve the Bank from all liabilities to the Customer or to any other party.
9. If a chop or seal is being used as signature by the Customer, the Customer shall bear the risks of his chop/seal being used by unauthorized persons or for unauthorized purposes. Unless due to gross negligence or wilful default of the Bank or its agents, officers or employees, the Bank will not be liable for any loss or damage resulting from or in connection with the chop or seal of the Customer being used by unauthorized persons or for unauthorized purposes. In the event of loss of a seal/chop used for operating the account, the Customer must immediately notify the Bank the loss in writing. The Bank will not be responsible for any payments made before receipt of such written notice.
10. The Bank reserves the right not to accept for deposit any cheques and monetary instruments and any such items if accepted at the sole discretion of the Bank for deposit are subject to final payment. The Bank reserves the right to charge the Customer's account with items which are subsequently returned unpaid and with all the charges incurred thereby. The Customer may not draw against uncleared cheques or monetary

instruments. The Bank reserves the right to recover from the Customer in full any loss sustained by it as a result of the non-payment for whatsoever causes of such cheques or monetary instruments. The Customer agrees to indemnify the Bank against all losses damages demands actions and liabilities whatsoever incurred or sustained by the Bank for such acceptance.

11. To honour and pay any cheques, drafts bills or exchange, promissory notes or orders for payment drawn, accepted, or made by the Customer or Customer's authorized representative(s) and to carry out any of the Customer or Customer's authorized representative(s) instructions of whatsoever nature and to debit such payments you made to the Customer's account(s) provided such cheques, drafts, bills, notes, orders or instructions are signed by the Customer or Customer's authorized representative(s), notwithstanding that any such debiting or carrying out of such instructions may cause such overdraft and interest and of any money that the Bank may from time to time advance to the Customer on any loan account together with interest thereon and the relevant expenses. If any.
12. To carry out written instructions countermanding payment of cheques, bills of exchange, promissory notes or orders for payment when such instructions are given by Customer or Customer's authorized representative(s).
13. The Customer must notify the Bank in writing of any change of address or other pertinent particulars recorded with the Bank. Correspondence sent by post to the Customer at the latest address registered with the Bank shall be deemed to have been duly delivered to the Customer.
14. For any change of specimen signature, documents provided by the Bank to be completed by the Customer or a resolution of Board of Directors certified by the chairman and the secretary, or all directors of the Company should be submitted to the Bank as soon as possible without delay. The new specimen signature will become effective only after the consent and acceptance of the Bank.
15. The Bank reserves the right at any time without notice, and as its entire discretion and without liability, to refuse any deposit, limit the amount which may be deposited, return all or any part of any deposit or close the account.
16. The following provisions shall apply to foreign currency accounts (except CNY accounts):  
Notwithstanding that the account is a foreign currency account or that the deposit has been made or is expressed to be in foreign currency, the Bank shall have the right, option and absolute discretion to pay the Customer in full satisfaction of his deposit or any part thereof and/or the interest thereon in such account in any of the following manners, the Customer shall have no right to object thereto:
  - 16.1 By effecting telegraphic transfer in the currency of the relevant country in accordance with the Customer's written instructions or orders; or
  - 16.2 By issuing to the Customer a demand draft to be drawn by the Bank on a correspondent in the currency of the relevant country; or
  - 16.3 By payment in Hong Kong/Macau currency of the amount equivalent to the foreign currency of the Customer's deposit or any part thereof and/or the interest thereon at such rate of exchange as will be ruling in the unofficial or open market in Macau at the time of payment by the Bank to the Customer of such deposit or any part thereof and/or the interest thereon to be withdrawn by the Customer. In

the event of there being any difference between what are known as the "selling rate" and the "buying rate" in such open market, the "buying rate" shall be adopted for the purpose of fixing the above rate of exchange. In the absence of such unofficial or open market rate as aforesaid at the time of payment, then the official rate of exchange between the foreign currency and the Hong Kong/Macau currency prevailing at the time of payment by the Bank to the Customer of the deposit or any part thereof shall be adopted for the purpose of fixing the abovementioned rate of exchange; or

- 16.4 By satisfying the withdrawal by the Customer of his deposit or any part thereof and/or the interest thereon in more than one of the above manners by dividing the amount of the deposit to be withdrawn by the Customer into one or two separate parts, so that each such part of the amount to be withdrawn by the Customer may be satisfied in one or the other manners.

In case of (16.1) and (16.2) above, the Bank shall have absolute discretion in the choice of correspondent(s). Any transaction arising thereof shall be subject to the laws and regulations and to government measures and restrictions of the country in which the Bank's correspondent(s) is situated. The Customer accepts all the risk of or arising from any such law, regulations, measures and restrictions. The Bank is entitled to debit the Account the amount of its charges and expenses and, as appropriate, those of its correspondents.

All Foreign Currency Accounts are in the form of TT. Deposits other than TT may be accepted at the sole discretion of the Bank and are subject to exchange premium.

17. The following provisions shall apply to savings accounts:

- 17.1 Interest at the rates of savings account posted from time to time without prior notice in the lobby of the Bank and/or advertised in the press is allowed on the daily balance. Interest earned on MOP/HKD/CNY account will be credited to the Customer's account half yearly in January and July or at any such intervals as the Bank may determine while interest earned on Foreign Currency account will be credited to the Customer's account monthly or at any such intervals as the Bank may determine, with the exception that account closed prior to the interest payment date will not be entitled to interest payment.
- 17.2 Each customer will be provided by the Bank with a passbook which must be presented for every withdrawal and/or the account is closed at the counter. The passbook is not transferable or assignable and cannot be pledged as security.
- 17.3 After each transaction, the customer should examine the passbook before leaving the counter to ensure that correct entry has been made therein. No entries and alternations are allowed to be made in the passbook by the customer.
- 17.4 The passbook is for the customer's reference and does not necessarily indicate the correct balance of the account as deposits may have been made or items charged without entry in the passbook.
- 17.5 Passbook should be kept in a safe place under lock and key. If the passbook is lost, the customer must immediately report such loss in writing to the Bank. The Bank will issue a new passbook to the customer after enquiry has been made to the satisfaction of the Bank and a guarantee and/or a letter of



indemnity shall be furnished by the customer, and/or any other person in such form and on such condition as the Bank may at its absolute discretion think fit.

17.6 The Bank may at its sole discretion and without notice to levy a service charge on account which has remained inactive for over a period of time, whereas carries a balance of less than an amount both fixed by the Bank. If balance falls short of our service charge and/or carries a zero balance, a charge equals to that balance will be levied so that the account will be closed accordingly without any further notice.

18. The following provisions shall apply to statement accounts:

18.1 Interest at the rates of statement account posted from time to time without prior notice in the lobby of the Bank and/or advertised in the press is allowed on the daily balance. Interest earned on MOP/HKD/CNY account will be credited to the Customer's account half yearly in January and July or at any such intervals as the Bank may determine while interest earned on Foreign Currency account will be credited to the Customer's account monthly or at any such intervals as the Bank may determine, with the exception that account closed prior to the interest payment date will not be entitled to interest payment.

18.2 If temporary overdraft is granted by the Bank, the customer shall undertake to refund to the Bank the whole amount so overdrawn with interest thereon, and the relevant charges, if any.

18.3 After making deposits, copies of these pay in slips, when duly validated by machine print or authorized signature of the Bank, will be handed back as receipts to the Customers. After each transaction, the Customer should ensure that correct entry has been made therein before leaving the counter.

18.4 A statement of Statement Account specified by the Bank will be sent to the Customer every month or at regular intervals as determined by the Bank from time to time. No statements will, however, be sent for an account where no entries have been made in that account for the entire month. If the Customer fails to receive the statement by the 7th working day after the end of the month or such arranged intervals immediately following that to which the statement relates, the Customer should immediately notify the Bank and request for a copy thereof. The Customer is required in respect of the Customer's Account now or hereafter kept by the Bank to verify the correctness of the transaction details contained in each statement of account received from the Bank and within 31 days after the time when they should have been received to notify the Bank in writing of any alleged omissions from or debits wrongly made to or inaccurate entries in the account as so stated and that at the end of the said 31 days the statement of account shall be conclusive evidence without any further proof that except as to any alleged errors so notified the statement of account contains all credits that should be contained therein and no debits that should not be contained therein and all the entries therein are correct and subject to the above exception the Bank shall be free from all claims in respect of the account whether or not any of the entries was the result of forgery of fraud.

18.5 The Bank may at its sole discretion and without notice to levy a service charge on account which has remained inactive for over a period of time, whereas carries a balance of less than an amount both

fixed by the Bank. If balance falls short of our service charge and/or carries a zero balance, a charge equals to that balance will be levied so that the account will be closed accordingly without any further notice.

19. The following provisions shall apply to Current Account

- 19.1 Current accounts can be opened if the initial deposit is not less than the minimum amount fixed by OCBC Bank (Macau) Limited (hereinafter called the "Bank").
- 19.2 Prior to the opening of a current account, applicants are requested to provide the Bank with suitable references and to complete and sign such forms and specimen signature cards as may be prescribed by the Bank.
- 19.3 When making deposits, customers should properly fill in deposit slips, when duly validated by a teller machine or an authorized signature of the Bank, will be handed back as receipts to the customers.
- 19.4 A statement of account will be sent to the customer every month or at such intervals as may be arranged from time to time. If the customer fails to receive the statement by the 7th day after the end of the month or such arranged intervals immediately following that to which the statement relates should immediately notify the Bank and request for a copy thereof.
- 19.5 The customer is required in respect of the customer's current account now or thereafter maintained with the Bank to verify the correctness of each statement of account received from the Bank. The customer should notify the Bank in writing of any alleged omission from or debits wrongly made to or inaccurate entries in the account within 30 days from the time they receive the statement of account. At the end of the 30 days, the statement of account shall be conclusive evidence. Except as to any alleged errors so notified, all the entries in the statement of accounts are correct. Subject to the above exception, the Bank shall be free from all claims in respect of the account whether or not any of the entries was the result of forgery or fraud.
- 19.6 The customer must notify the Bank in writing of any change of address or other pertinent particulars recorded with the Bank. Correspondence sent by post to the customer at the latest address registered with the Bank shall be deemed to have been duly delivered to the customer.
- 19.7 Cheques drawn to the order of a Third Party may be accepted for deposit at the sole discretion of the Bank without prejudice to its rights to claims from the customer any loss arising from such acceptance. The customer shall undertake to refund in full to the Bank immediately upon request any loss sustained by it by reason of the Bank's allowing the customer to draw against uncleared cheques or as a result of the Bank's endorsing the cheque or from any cause whatsoever.
- 19.8 Conventional blank cheques will be provided by the Bank. We will debit the said account a printing charge of same currency when customer applies a cheque book and no official receipt will be issued. The said charge is subject to change without notice. When a cheque book is required, the customer must sign an application form supplied by the Bank using the same signature and/or chop as appear on the Bank's file. If the customer does not apply in person, the Bank may at its discretion deliver the

cheque book to the bearer of the application form, or forward it to the registered address of the customer by mail or hand.

19.9 Upon receipt of a cheque book, the customer should count the number of cheques carefully and examine the account and serial numbers printed thereon to avoid any discrepancy. Cheque books should at all time be kept under lock to safeguard against loss or loss by theft.

#### 19.10 Cheque-writing Guidelines

(a) All cheque must be written in non-erasable ink or ball-point pen in Chinese, Portuguese or English and be signed in conformity with the specimen signature registered with the Bank.

(b) The customer should exercise care when drawing cheques and agrees that he will not draw cheques by any means and/or in any manner which may enable a cheque to be altered or may facilitate fraud or forgery. When issuing cheques, the amount, both in words and figures, should be as close to each other and to the left-hand margin as possible so as to leave no space for insertions. The word "only" should be added after the amount stated in words. Only Arabic numerals should be used for figures.

(c) In sending cheques through the post or otherwise, the words "or Bearer" should be deleted and the cheque crossed.

#### 19.11 Alterations on Cheques

All alterations on cheques should be authenticated by the full signature of the drawer near the space where such alterations appear. Initials and abbreviations should not be used as the same could be forged easily and the Bank will not accept such initials unless previous arrangements have been made in respect thereof. The customer acknowledges that the Bank will not be held responsible for losses arising from alterations which cannot be readily detected.

19.12 When a signed cheque is lost, the drawer should immediately report the loss to the Bank in writing with instructions to stop payment of such a cheque. If the cheque is stolen, he should also report the loss to the nearest police station. The Bank will not be liable in any way to the customer if the cheque is paid prior to the receipt of the instructions to stop payment. If blank cheques are lost, the customer should notify the Bank immediately and request for their cancellation.

19.13 Any cheque to be drawn on any of the Bank's Main Branch or other Branches may, at the absolute discretion of its Main Branch or other Branches from time to time, be paid at the counter of its Main Branch or other Branches may upon presentation, or otherwise honoured by its Main Branch or other Branches provided it is clearly understood that its Main Branch or other Branches may refuse or discontinue at any time without notice to as honour any cheque drawn on its Main Branch or other Branches. The Bank will be fully discharged for any payment by its Main Branch or other Branches on such cheque, and will be a debit against the customer's account or accounts with such Branch of the Bank on which the cheque is drawn.

19.14 The Bank reserves the right not to accept for deposit any cheques and monetary instruments and any such items if accepted at the sole discretion of the Bank for deposit are subject to final payment. The

Bank reserves the right to charge the customer's account with items which are subsequently returned unpaid and with all the charges incurred thereby. The customer may not draw again uncleared cheques or monetary instruments. The Bank reserves the right to recover from the customer in full any loss sustained by it as a result of the non-payment for whatsoever causes of such cheques or monetary instruments. The Customer agrees to indemnify the Bank against all losses, damages, demands, actions and liabilities whatsoever incurred or sustained by the Bank for such acceptance.

- 19.15 The Bank reserves the right at any time without notice, and at its entire discretion and without liability, to refuse any deposit, any amount which may be deposited, return all or any part of any deposit or close the account.
- 19.16 The Bank will not honour any cheque if the account is not in funds. If temporary overdraft is granted by the Bank, the customer shall undertake to refund to the Bank the whole amount so overdrawn with interest thereon, and the relevant charges, if any.
- 19.17 The customer shall bear the risks of his chop in the signature card being used by unauthorized persons or for unauthorized purposes. Unless due to gross negligence or wilful default of the Bank or its agents, officers or employees, the Bank will be liable for any loss or damage resulting from or in connection with the chop of the customer being used by unauthorized persons or for unauthorized purposes. In the event of loss of chop used for operation an account, customer must immediately notify the Bank the loss in writing. The Bank will not be responsible for any payments made before receipt of such written notice.
- 19.18 If in its opinion the customer's account has not been satisfactorily operated or maintained, the Bank may at any time at its absolute discretion by notice to such customer close his account with immediate effect without being obliged to give any reason for so doing. Upon such notice of closure being sent to the customer at his registered address, the Bank shall henceforth be released from any further obligations, and shall have the right to refuse payment of any cheque drawn by the customer and subsequently presented. The customer shall be held solely responsible for any and all consequences resulting or arising therefrom. Any notice sent to the customer by post or courier to his registered address shall be deemed to have been duly received by him on the day following that on which the notice is posted or sent, its return by the post office or the courier company to the Bank notwithstanding.
- 19.19 Any customer desirous of changing his specimen signature must fill in a form provided by the Bank and submitting new specimen signature cards in duplicate indicating the date from which the new signature will become effective. No new signature shall be used without the prior consent of the Bank.
- 19.20 In case any current account which has been dormant for 3 years carries a balance of less than MOP2,000 or HKD2,000, we will debit the said account a service charge semi-annually. The said charge is subject to change without notice. If balance falls short of our service charge, a charge equals to that balance will be levied so that the account will be closed accordingly without any further notice.
- 19.21 When the account is closed, the customer must return all unused cheques to the Bank.

- 19.22 The Bank may transfer any balance in an account closed by the Bank pursuant to Clause 18 hereof to the Bank's Unclaimed Balances Account. Subject to payment of the service charge under Clause 20 hereof the customer may collect the balance from the Bank during the Bank's business hours.
- 19.23 The business hours of the Bank may be extended, changed or otherwise revised by the Bank in accordance with its business requirements. A poster or notice posted in the Bank's hall shall constitute written notice to the customer of any such change. All business transacted and cheques paid for and or behalf of its customers within the extended or revised business hours of the Bank shall be treated as if the same were transacted or paid during the normal business hours.
- 19.24 The Bank may at its discretion destroy any cheques or other documents relating to the account after microfilming the same.
20. The following provisions shall apply to time deposit accounts:
- 20.1 Deposit placed with and accepted by the Bank will be evidenced by a Deposit Confirmation or Slip issued by the Bank. The Customer is requested to examine the Deposit Confirmation or Slip and to notify the Bank any error or omissions found therein forthwith.
- 20.2 Unless otherwise specified, interest rate is fixed at the inception or renewal of each deposit.
- 20.3 Unless otherwise specified, interest earned and accrued on a deposit will be payable on the maturity day and may be withdrawn at that time or added to the principal and re-deposited for a further term.
- 20.4 Maturity Instruction
- (a) Instruction Given by Customer
- Notwithstanding any maturity instruction given by the Customer, the Bank shall nevertheless have the right, option and at its discretion to pay the Customer in full satisfaction of the deposit or any part thereof and/or the interest thereon in such account in any of the following manners:
- (b) by crediting the principal and interest to an account as designated by the Customer; or
- (c) by renewing the principal at the prevailing rate for the same tenor and pay the interest to the Customer or the Customer order (in case of cashier order at a service charge as prescribed by the Bank from time to time);
- (d) by renewing the principal at the prevailing rate for the same term and credit the interest to an account as designated by the Customer;
- (e) by paying the principal and interest to the Customer or the Customer order (in the case of cashier order at a service charge as prescribed by the Bank from time to time);
- (f) by such manner as may be agreed between the Bank and the Customer from time to time.
- Without prejudice to the generality of the aforesaid provision, if, for whatever reason(s) which is/are not reasonably foreseeable and/or is/are beyond the reasonable control of the Bank, the maturity instruction(s) of the Customers cannot be executed on the maturity date(s), the Customer hereby authorizes the Bank to suspend the maturity instruction(s) and renew the deposit together with the accrued interest in the same currency for a similar tenor according to the prevailing interest rate or otherwise specified, and the maturity instruction(s) will be executed on the next maturity date(s).

The Customer hereby discharges the Bank for any losses or claims that may be incurred as a result of this arrangement.

20.5 No Maturity Instruction Received by the Bank

If no maturity instruction has been received by the Bank upon maturity, the principal and accrued interest would be automatically renewed for a similar tenor according to the prevailing interest rate or otherwise specified.

20.6 Deposit withdrawal

(a) On Maturity Day

Deposit can be withdrawn on the maturity day upon proper written demand and is only repayable to the Customer at the account opening branch unless otherwise specified. The Bank shall be entitled (but not be under any duty) to require the production of the relevant documents for the withdrawal of the deposit.

(b) Before Maturity Day

Withdrawal of a deposit before maturity is not allowed and it will be at the sole and absolute discretion of the Bank to allow such a withdrawal in very exceptional circumstances and on such terms and conditions as the Bank shall think fit. Should the Bank agree to the withdrawal, the Bank reserves the right not to pay any interest on the deposit and to recover a handling charge of obtaining funds in the market for the pre-mature withdrawal of the deposit. Such charge to be deducted from the principal sum before the withdrawal is made.

20.7 Oral Instruction

After taking such practicable steps as the Bank may reasonably consider appropriate, the Bank may follow proper oral instruction from the Customer(s) or any one of the authorized signer(s) with respect to the renewal of time deposit and/or purchase and sales of foreign currencies and the Bank shall not be liable for acting in good faith upon such instruction. The issuance of Deposit Confirmation/Slip and/or Exchange Memo and/or Advice will be final and conclusive evidence of the Customer instruction to the Bank.

21. Suspension and Termination of Services

21.1 The Bank may, without giving any reason and with or without notice to the Customer as the Bank determines and without liability whatsoever, suspend any of its Services or close any account at any time and in any manner as the Bank in its absolute discretion considers appropriate, including without limitation where the Bank in good faith believes that any account (including without limitation, any savings, current, time deposit, investment or loan account) and/or any transaction or dealing transacted through or with the Bank or in connection with any of its Services may be used in connection with any criminal/unlawful activities, or any fraud may directly or indirectly be committed in connection with any such account, transaction or dealing.

Without prejudice to the generality of the foregoing, the Bank shall also be entitled to exercise its rights under the foregoing if, in its absolute discretion, (i) the Customer shall commit any breach of or omit to observe any obligations under these Terms and Conditions; (ii) the Customer is in breach of any

representations or warranties under these Terms and Conditions; (iii) the maintenance or operation of any account or any part thereof may expose the Bank to any claims, suits, losses, expenses, liabilities or damages whether directly or indirectly; or (iv) a third party is claiming any interest or right (whether substantiated or not) over any account or any part thereof arising from or in connection with any allegation against the Customer of a breach of duty (including fiduciary or other duty).

21.2 Without prejudice to the generality of Clause 21.1, if in the Bank's opinion (i) the Account has not been satisfactorily operated or maintained by the Customer; or (ii) the Customer has committed any breach of or omitted to observe any obligation under these Terms and Conditions which amounts to a material default on the part of the Customer; or (iii) the Bank's books and records show a zero balance on any account for a continuous period of 6 months or for such shorter period as the Bank shall prescribe, the Bank may at any time at its absolute discretion by notice to the Customer close the account. In exceptional circumstances, the Bank may close the account without giving prior notice. Upon such notice of closure being sent to the Customer, the Bank shall henceforth be released from any further obligations, and shall have the right to refuse payment of any cheque drawn by the Customer and subsequently presented to the Bank. The Customer shall be held solely responsible for any and all consequences resulting or arising therefrom.

21.3 The Bank shall not be liable to the Customer in respect of any loss and damage sustained or liability incurred by the Customer by reason of any acts, statements (express or implied) or omission of the Bank or its agents, officers or employees in exercising any of its rights under this Clause except in respect of reasonably foreseeable and direct loss or damage caused directly and solely by the negligence or wilful default of the Bank or that of its agents, officers and employees in the course of employment.

21.4 The suspension of any of the Services or closure of any account shall be without prejudice to the right of the Bank to settle any transactions entered into, or to settle any liability incurred by the Customer under these Terms and Conditions or by the Bank on behalf of the Customer prior to such suspension or termination. Further, upon such suspension or termination, the Bank may cancel all or any unexecuted instructions at its discretion.

21.5 The Bank may freeze the accounts of the Customer of any third-party claims, or if in the reasonable opinion of the Bank there are some irregularities in the operation of the Customer's account, or if there are disputes over payments made to the Customer's accounts.

## 22. Anti-Money Laundering and Sanctions

22.1. The Customer agrees that the Bank may suspend any of its Services or close any account pursuant to Clause 21, and/ or delay, block or refuse to process any transaction without incurring any liability if the Bank suspects that:

- (a) the account or transaction may breach any laws or regulations in Macau or any other country or jurisdiction;

- (b) the account or transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic or trade sanctions imposed by the United Nations, the United States, the European Union or any country or jurisdiction; or
  - (c) the account or transaction may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in Macau or any other country or jurisdiction.
- 22.2. Unless the Customer has disclosed that it is acting in a trustee capacity or on behalf of another party, the Customer warrants that it is acting on its own behalf in agreeing to be bound by these Terms and Conditions.
- 22.3. The Customer declares and undertakes to the Bank that the processing of any transaction by the Bank in accordance with the Customer's instructions will not breach any laws or regulations in Macau or any other country or jurisdiction.
- 22.4. The Bank may take and instruct any delegate to take any action which it in its sole discretion considers appropriate so as to comply with any applicable law or regulation, request of a governmental or regulatory authority or any policy of the Bank which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities. Such action may include but is not limited to the interception and investigation of transactions on accounts (particularly those involving the international transfer of funds) including the source of the intended recipient of fund paid into or out of accounts. In certain circumstances, such action may delay or prevent the processing of instructions, the settlement of transactions over the accounts or the Bank's performance of its obligations under these Terms and Conditions. The Bank needs not notify the Customer until a reasonable time after it is permitted to do so under such law, regulation, or by such governmental or regulatory authority. Neither the Bank nor any Agent of the Bank will be liable for any loss (whether direct or consequential and including, without limitation, loss of profit or interest) caused in whole or in part by any actions which are taken by the Bank or any delegate of the Bank pursuant to this Clause 22.

### 23. Disclosure of Information:

- 23.1 The Customer understands that the Bank and/or Agents may not be able to provide service to him if he fails to provide any information requested by it and/or Agents.
- 23.2 The Customer hereby authorizes the Bank and any recipient of his personal and account information or records from the Bank to disclose to any (1) Agent; (2) financial institutions, service providers, credit reference agencies, collection agencies agents, contractors; and (3) other person who have established or propose to establish any business relationship with the Bank and any such person or entity may utilize such information in the course of any business carried on by him or it.
- 23.3 If the Bank transfer any such Personal Data, details or information to any service provider (whether situated in or outside the Macau Special Administrative Region) for the purpose of data processing or



providing any service on behalf of the Bank to the service provider is situated outside Macau in an area where there are less stringent data protection laws, the Bank will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in Macau. In any event, the Bank will remain responsible for ensuring the confidentiality of such Personal Data, details and information.

23.4 For individuals, sole proprietorships and partnerships:

The Customer agrees that all personal data relating to the Customer collected by the Bank from time to time may be used and disclosed for such purposes and to such persons (whether in or outside Macau) as may be in accordance with the Bank's policies on use and disclosure of personal data set out in statements, circulars, terms and conditions or notices made available by the Bank to its customers from time to time and such data may be disclosed (by way of bank references or otherwise) to any financial institution with which the Customer has or proposes to have dealings to enable such financial institution to conduct credit checks on the Customer.

23.5 For companies:

The Customer authorizes the Bank to disclose any information regarding the Customer and its account relationship with the Bank to all or any of (i) any financial institution with which the Customer has or proposes to have dealings; (ii) any actual or proposed participant or sub-participant in, or assignee, novatee or transferee of any of the Bank's rights in relation to the Account; (iii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, credit reference or checking, debt collection or other services or facilities to the Bank in connection with the operation of its business; and (iv) any other person under a duty of confidentiality to the Bank, including a group company of the Bank.

23.6 Any termination of the Account by the Customer or the Bank shall not affect or terminate the Customer's authorization to disclose information given above in relation to information in the possession of the Bank at termination.

23.7 The Customer may at any time in accordance with the Personal Data Protection Law (1) check whether the Bank holds data about him and have access to such data upon paying such fees as may be imposed by the Bank; (2) require the Bank to correct any data relating to him which is inaccurate; (3) request the Bank to inform him of the items of data which are routinely disclosed to a credit reference agency and in the event of default to a debt collection agency; (4) request the Bank to provide him with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and (5) require the Bank to cease using his personal data for its marketing purposes without charge.

24. Set-off and Lien

24.1 In addition and without prejudice to any other security or any general lien, right of set-off or similar right to which the Bank may be entitled at law, in equity, under these Terms and Conditions or any other agreement between the Customer and the Bank, the Bank shall have a lien on all the Customer property

which may now or hereafter be in the Bank possession whether for safekeeping or otherwise, and the Bank shall also have the right and is hereby authorized (but not obliged to), to the fullest extent permitted by law and without notice to the Customer or to any other person, to retain, set-off, appropriate and apply (i) any credit balance on any account (whether subject to notice or not and whether matured or not and in whatever currency(ies)) of the Customer or of any other person with the Bank or any other company related to or associated with the Bank to which the Customer may be beneficially entitled and (ii) any other sum due or owing by the Bank to the Customer in whatever currency(ies)) and (iii) any credit balance on any account opened by the Bank in its name on behalf of the Customer with any other financial institutions in Macao or elsewhere, against or on account of the Customer obligations and liabilities to the Bank whether actual, future or contingent. For the purposes of this Clause, an account shall be deemed to have a credit balance if under and pursuant to an overdraft facility funds may be drawn out of that account (even though the account may already be overdrawn but the amount overdrawn is still less than the maximum amount available under the overdraft facility), and the amount of such credit balance shall be equal to the amount which under the overdraft facility is still available. Further, in so far as any of the Customer liabilities are contingent or future, the Bank liability to make payment of any sum or sums standing to the credit of any of the Customer accounts to the Customer shall, to the extent necessary to cover such liabilities, be suspended until the happening of the contingency or future event.

24.2 In case of a joint account, the Bank may exercise the right in this Clause and apply any credit balance on such joint account in or towards satisfaction of any indebtedness owed to the Bank by one or more of the holders of such joint account.

24.3 The Bank is hereby authorized to carry out any currency conversion as the Bank may consider necessary to effect any right of set-off and the cost of such conversion shall be borne by the Customer and shall form part of the Bank right of set-off under this Clause.

24.4 The Bank may exercise its rights hereunder notwithstanding that cheques or other payment orders may previously have been drawn or given by the Customer on any of the said accounts but not paid or effected by the Bank at the time of such exercise, and the Bank shall not be liable for any loss or damage occasioned thereby, including any loss or damage occasioned by the dishonour of any cheques or other payment orders resulting from insufficient funds in any of the said accounts because of the Bank having exercised its right of set-off for any debts and liabilities.

25. The above terms and conditions are subject to change by the Bank without prior notice and the Customer shall be deemed to have received due notice of them once they have been posted in the lobby of the Bank or advertised in the press.

26. The rules are written in both English and Chinese and in the event of conflict, the Chinese version shall prevail.

## Rules and Regulations for Integrated Account

### 1. Applicable Terms and Conditions

Integrated Account and all services and products from time to time offered by the Bank under or in connection with the Integrated Account are subject to:

- 1.1 these terms and conditions herein (“Terms and Conditions”);
- 1.2 the “Rules for Current Account”, the “Rules and Regulations for Savings, Statement and Time Deposit Accounts”, the “Terms and Conditions for eBanking Services” (hereafter called “Terms and Conditions for All Bank Accounts and Related Services”) in force from time to time; and
- 1.3 all other specific terms and conditions in agreements, account opening and other documentation applicable respectively to particular services and facilities offered from time to time under or in connection with the Integrated Account.

In the event of any conflict or inconsistency between these Terms and Conditions and the other terms and conditions mentioned above, the terms shall prevail in the following order to the extent of the conflict or inconsistency: (i) the specific terms and conditions as mentioned under (1.3) above, (ii) these Terms and Conditions; and (iii) the “Terms and Conditions for All Bank Accounts and Related Services”.

### 2. Definitions and Interpretation

In these Terms and Conditions:

- 2.1 “Customer” means the customer in whose name the Integrated Account is opened and maintained, and includes its lawful successor.
- 2.2 “Integrated Account” means the deposit account opened with the Bank by the Customer in accordance with these Terms and Conditions comprising statement savings account, time deposit account, current account, of different currencies and such other account types and currencies as may be specified by the Bank from time to time in its absolute discretion. The Bank reserves the right to vary or specify at any time and from time to time the types (and/or currencies) of the accounts that may be opened under an Integrated Account in its absolute discretion.
- 2.3 “Master Account” means the Integrated Account opened by the Customer with the Bank including, where the context requires, a reference to any and each of the accounts opened under the Master Account.
- 2.4 Unless the context otherwise requires or expressly provided otherwise herein, the terms and expressions used herein shall bear the same meaning as the “Terms and Conditions for All Bank Accounts and Related Services”.

### 3. Integrated Account

- 3.1 Subject to clause 3.4 and such terms and conditions as specified by the Bank from time to time, the Customer may apply to open or activate an Integrated Account by giving instruction to the Bank in such manner and by such means or medium as may be specified by the Bank from time to time.
- 3.2 Applicants who are individuals must be over 18 to open an Integrated Account. All applicants must also fulfil the relevant criteria and requirements for each individual account comprised in the Integrated Account as specified by the Bank from time to time.
- 3.3 Unless otherwise agreed by the Bank, the Customer may only maintain one Integrated Account with the Bank at any time.
- 3.4 The Bank may in its sole and absolute discretion refuse to open or activate any Integrated Account or any account comprised in the Integrated Account for any customer without giving any reason and without any liability.
- 3.5 Unless the Bank specifies or determines otherwise, each account comprised in the Integrated Account will be operated in the same way as the account type to which it belongs and provided for in the “Terms and Conditions for All Bank Accounts and Related Services” and any other applicable terms and conditions. Notwithstanding the aforesaid, the Bank reserves the right to specify or vary the way that instructions for the operation of the accounts comprised in the Integrated Account have to be given to us.
- 3.6 In the event that the Customer has not specified the relevant account(s) to be credited or debited in order to effect any transaction(s) on the Master Account, the credit or debit will be entered by the Bank in the statement savings account comprised in the Integrated Account, provided that, if the transaction is in foreign currency, entries will be made in the relevant foreign currency statement savings account comprised in the Integrated Account.
- 3.7 In respect of any current account(s) comprised in the Integrated Account, the Customer shall specify the relevant individual account number of such current account to effect any transaction(s) on such current account.
- 3.8 Notwithstanding anything herein contained to the contrary, the Bank may act or refuse to act on an instruction in accordance with the “Terms and Conditions for All Bank Accounts and Related Services” and any other applicable terms and conditions, and may delay, block or refuse to process any transaction, suspend any of its Services or close any account.
- 3.9 The Bank shall be entitled to supply to the Customer consolidated statement of the Integrated Account at monthly intervals, or at such regular intervals as determined by the Bank from time to time. All references to ‘statement of account’ in the “Terms and Conditions for All Bank Accounts and Related Services” shall include such consolidated statements.
- 3.10 The Customer agrees that the consolidated statement of the Integrated Account may also include consolidated statement of all or such Sub-Accounts (if any) as the Bank may determine at its sole discretion. For the purpose of the consolidated statement of the Integrated Account, “Sub-Account”

shall mean any deposit accounts (other than those deposit accounts comprised in the Integrated Account), currency-linked contract accounts, equity-linked contract accounts, gold accounts, investment accounts opened and held by the Customer with the Bank in identical composition and identity and in the same capacity as that of the Master Account before, on or after the date of the opening of the Master Account, including all the accounts linked under other consolidated statement service provided by the Bank under the “Terms and Conditions for All Bank Accounts and Related Services”. The Bank reserves the right not to include any Sub-Account in the consolidated statement of the Integrated Account.

- 3.11 The Customer may request the Bank to exclude or de-link any Sub-Accounts (other than an investment account) from the consolidated statement of account of the Integrated Account, whereupon individual separate account statement for each such excluded or delinked Sub-Account shall be sent to the Customer at the correspondence address provided under each such excluded or delinked Sub-Account.
- 3.12 The Customer agrees that unless otherwise agreed by the Bank in its absolute discretion, in opening an Integrated Account he will not be eligible to apply for and (if already applied for) will terminate forthwith any other consolidated statement service provided by the Bank under the “Terms and Conditions for All Bank Accounts and Related Services”.
- 3.13 The Bank shall be entitled to prescribe, from time to time, service fees and charges payable in connection with the Integrated Account. The Customer authorizes the Bank to debit such service fees and charges from the Macau Pataca / Hong Kong Dollar statement savings account comprised in the Integrated Account. The Customer further agrees that the Bank is authorized to debit any unpaid service fees and charges out of any other account comprised in the Integrated Account or any other account of the Customer maintained with the Bank.
- 3.14 The minimum initial deposit requirement is also applicable upon the opening of an Integrated Account and may be fulfilled by the Customer’s crediting the prescribed amount with the Macau Pataca / Hong Kong Dollar statement savings account comprised in the Integrated Account or in such other manner as prescribed by the Bank from time to time.
- 3.15 Any references to “account” in the “Terms and Conditions for All Bank Accounts and Related Services” (including without limitation Clause 3.4 thereof in respect of the Bank’s right of set off), shall include the Master Account and each account comprised in the Integrated Account.
- 3.16 The Bank may close or freeze the Master Account and/or any of the accounts comprised in the Integrated Account or suspend or terminate any services made available to the Customer under the Integrated Account in accordance with the “Terms and Conditions for All Bank Accounts and Related Services” and any other applicable terms. Except in the case of the closure of the Master Account, any account comprised in the Integrated Account which is not closed shall continue to be governed by these Terms and Conditions.
- 3.17 Notwithstanding anything herein contained to the contrary, the Bank may in its sole and absolute discretion at any time and from time to time vary, cancel or terminate any of the services made

available under the Integrated Account or reduce or revise the scope thereof without liability to the Customer.

4. Miscellaneous

- 4.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Macau. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the Macau courts.
- 4.2 Should there be any discrepancies between the English and Chinese versions of this document, the Chinese version shall prevail.

## Addendum to Terms and Conditions for Company Renminbi Account

### Applicable Terms and Conditions

Renminbi Services (as defined below) and all related services are subject to

1. these terms and conditions herein (“Terms and Conditions- General Corporate Account”) and;
2. the “Terms and Conditions for All Bank Accounts and Related Services” in force from time to time.

In the event of and to the extent of any conflict or inconsistency between these Terms and Conditions-General Corporate Account and the relevant “Terms and Conditions for All Bank Accounts and Related Services”, these Terms and Conditions-General Corporate Account shall prevail to the extent of the conflict or inconsistency.

### Definitions and Interpretation

1. Unless the context otherwise requires, the terms and expressions used herein shall bear the following meanings:

“Applicable Regulations”	means any law, regulation, order, rule, direction, guideline, code, notice, restriction or the likes (whether or not having the force of law) issued by any government, regulatory authority, government agency, clearing or settlement bank or body exchange or professional body in whatever part of the world (including, without limitation, Macau and the Mainland China) applicable from time to time to the Bank;
“Bank”	means OCBC Bank (Macau) Limited which includes all its branches and offices wherever situated and its successors and assigns;
“Customer”	means the Corporate Customer in whose name the Renminbi Savings Account is opened and includes its lawful successor;
“RMB”	Renminbi (“RMB”) means the legal currency of the Mainland China for the time being;
“Renminbi Account”	means the RMB savings or deposit account including Renminbi Statement Savings Account, Renminbi Passbook Savings Account and Renminbi Time Deposit Account opened and maintained by the Customer with the Bank;
“Macau”	means the Macau Special Administrative Region of the People’s Republic of China;
“Macau Patacas” or “MOP”	means the lawful currency of Macau for the time being;
“Mainland China”	means the People’s Republic of China (excluding Hong Kong, Macau Special Administrative Region and Taiwan);

“Renminbi Services”	means any banking services or other services provided by the Bank to the Customer as permitted by the Applicable Regulations in relation to RMB from time to time, subject to the agreements between the Bank and the clearing bank or the domestic agent bank(s) in Mainland China;
“Business Day”	means a day on which the Bank is open to the general public for business in Macau (excluding Saturday, Sunday and public holiday);

### **Renminbi Account**

1. Any Customer may apply for the opening or activation of Renminbi Account(s) with the Bank to enjoy the Renminbi Services. However, the Bank is entitled to decline or reject any such application without giving any reason.
2. Interest is payable on the credit balance in the Renminbi Savings Account at such rate as determined by the Bank from time to time.
3. If any Renminbi Account remains inactive for a long period of time (to be determined by the Bank at its absolute discretion, currently one year) and the credit balance in such Renminbi Account is below such amount as may be specified by the Bank from time to time, the Bank may carry out special administrative procedure (such as restricting transactions, stop computing interest, etc.) and/or impose service charges in such amount as determined by the Bank at its absolute discretion before the Customer can resume any activity in relation to such account.
4. The Bank is authorized to deduct any fees and charges payable to the Bank from any account maintained by the Customer with the Bank.
5. The Customer may deposit RMB that is converted from MOP equivalent or other currency at the Bank’s prevailing exchange rate into the Renminbi Statement Savings Account or Renminbi Passbook Savings Account.
6. Deposit & Withdrawal of RMB banknotes into/from any Renminbi Account is not permitted.

### **General Information**

1. These Terms and Conditions- General Corporate Account, specifications (including fees and charges) and information applicable to any Renminbi Account and Renminbi Services are to be determined and may be amended, revised, added or varied or changed by the Bank from time to time at its absolute discretion. Such terms and conditions, specifications and information and their amendments, revisions, additions, variations or changes shall become effective subject to the Bank’s notice which may be given by display, advertisement or other means as the Bank thinks fit and shall be binding on the Customer absolutely.
2. Without prejudice to Clause 4 herein, the Bank reserves the right at any time to terminate the provision of any Renminbi Services, freeze or suspend or close or cancel any Renminbi Account and/or transfer or convert



any amount in any Renminbi Account in order to comply with the Bank's agreements with the clearing bank or any domestic agent bank in Mainland China and the Applicable Regulations without prior notice, except as may be otherwise required in the Applicable Regulations, and the Customer shall agree to be bound by the same.

3. The Customer expressly authorizes the Bank without prior notice and without giving any reasons (i) to disclose and exchange any data, information and documents provided to the Bank from time to time with whatever sources the Bank considers appropriate for the purpose of verification of the same; (ii) to disclose and/or report all or any data and information relating to or in connection with the Customer, any of the Customer's Renminbi Account and any Renminbi Services provided to the Customer, and any of the Customer's transactions and dealings (including but not limited to any information and documents provided to or collected by the Bank from time to time) to the clearing bank, any relevant authorities or organizations within or outside Macau as required by the Bank's agreements with the clearing bank, or any domestic agent banks in Mainland China, and (iii) to disclose any information or data concerning the Customer, its affairs, accounts, transactions and dealings to any of the Bank's branch, subsidiary, associated company or affiliate if the Bank shall determine in its absolute discretion that such disclosure is requisite or desirable in the performance of the functions of the Bank or is otherwise required by the Applicable Regulations. The Customer agrees that the Bank and any of the above entities shall not be liable to the Customer for such disclosure or exchange in accordance with this Clause 9. The termination of Renminbi Services (or any part thereof) or the closure of any of the Renminbi Accounts shall not affect or terminate the Customer's authorization to disclose or exchange information in the possession of the Bank at the date of termination or closure.
4. Notwithstanding anything herein contained to the contrary, the Bank shall, at its sole and absolute discretion at any time and from time to time without liability to the Customer, have the right to refuse, terminate, suspend, withdraw, modify, cancel or vary the provision of any Renminbi Services (or any part thereof) to the Customer without prior notice and without giving any reasons.
5. Without prejudice to Clause 4 above, the Customer may request for the Renminbi Services subject to the procedures specified by the Bank from time to time (including, without limitation, the means or medium through which the Customer shall give instructions or the Bank shall provide the Renminbi Services). The Bank may specify and vary from time to time the scope and extent of any of the Renminbi Services.
6. The Bank reserves the right to revise any fees and charges from time to time. Please contact any branches of the Bank for details.
7. If the Bank provides any service to the Customer for the exchange of RMB to MOP or other freely convertible currencies (acceptable to the Bank) or vice versa, it shall be done at such exchange rate as determined by the Bank at its absolute discretion and subject to such terms as prescribed by the Bank. The Customer hereby acknowledges the perpetual risk of loss associated with the rapid movement in exchange rates and agrees that the Bank shall not be liable for any losses and damages arising out of and in relation to the exchange of

RMB, including without limited to:

- 7.1 any change in Applicable Regulations which prohibits the exchange of RMB; or
  - 7.2 the Bank's inability to quote RMB exchange rate or vary the spread of buy or sell rate due to market condition or the closure of RMB market.
8. The Customer represents, warrants and undertakes that:
- 8.1 all information and documents provided to the Bank by or on behalf of the Customer from time to time are true, accurate, complete and not misleading and all documents are genuine and all copies thereof conform to their originals;
  - 8.2 it shall at all times observe and comply with all Applicable Regulations applicable to it and these Terms and Conditions- General Corporate Account, from time to time in force; and
  - 8.3 it shall inform the Bank in writing promptly if any of the above representations and warranties made or deemed to be made by the Customer transpires to be or shall become untrue or inaccurate in any respects.

The representations and warranties contained in this Clause 8 shall be deemed to be repeated at each time an instruction is given to the Bank and upon each transaction being entered into and shall survive the termination of the Renminbi Accounts and/or Renminbi Services (or any part thereof) and any related services.

9. The Customer shall indemnify and keep the Bank on full indemnity basis from and against any and all claims, demands, actions, proceedings, losses, liabilities (actual or contingent), damages, risks, charges, costs (including legal costs reasonably incurred), expenses of whatsoever nature which may be incurred or sustained by the Bank arising out of or in connection with (i) any breach or non-performance by the Customer of any of these Terms and Conditions- General Corporate Account, (ii) any information or documents provided to the Bank from time to time by or on behalf of the Customer being found or reasonably suspected to be untrue or incorrect or misleading or deceptive; (iii) any misuse of the Renminbi Accounts; (iv) the provision or refusal to provide the Renminbi Services to the Customer; and/or (v) the exercise or preservation of the Bank's powers, rights and remedies. This indemnity shall be an obligation of the Customer independent of and in addition to its other obligations to the Bank.
10. The Customer agrees that the Bank, its staff, agents and correspondents shall not be liable to the Customer for any action taken or not taken by them or either of them unless directly caused by their gross negligence or wilful misconduct. Without prejudice to the generality of the foregoing, the Bank shall not be liable to the Customer for any action taken or not taken by the Bank (i) in the exercise of any of its rights, powers, discretion and remedies and/or (ii) for the compliance of any Applicable Regulations and/or the agreements with the clearing bank or any domestic agent banks in Mainland China, even though any such action or inaction may be detrimental to the Customer's interest.
11. These Terms and Conditions- General Corporate Account, shall be governed by and construed in accordance with the laws of Macau. Each of the Bank and the Customer submits to the non-exclusive jurisdiction of the

Macau courts. Without limiting the generality of the foregoing, all Renminbi Accounts, the interest thereon, deposit charges and other matters relating thereto shall be governed by the laws of Macau, and the Bank's by-laws, policies, regulations and practices (as amended, enacted or adopted from time to time).

12. Should there be any discrepancies between the Chinese and English versions of this document, the Chinese version shall prevail.

#### Addendum to the Terms & Conditions for All Bank Accounts and Related Services

The following clauses form part of the Terms & Conditions for all Bank Accounts and Related Services (“Terms and Conditions”) :

1. The following Terms and Conditions herein (“these Terms and Conditions”) apply to all accounts opened with OCBC Bank (Macau) Limited (the “Bank”), including without limitation, any savings, current, time deposit, investment or loan accounts each opened with the Bank, and all relationship and all transactions or dealings (whether or not the transaction or dealing in question relates to any account kept or to be kept by the customer or the prospective customer (collectively “the Customer”).
2. The definition “Bank Group Company” in these Terms and Conditions means any direct or indirect holding company of the Bank, any direct or indirect subsidiary of the Bank or of such holding company, or any of their related company (being a company in which an equity interest is held by any of the foregoing), and shall include its successors and assigns.
3. The following definitions included in these Terms and Conditions are:
  - “**Government Authority**” means any government, government body, government agency or regulator, in or outside of Macao, including the Financial Services Bureau of Macau and the IRS.
  - “**Macau**” means the Macau Special Administrative Region of the PRC.
  - “**IRS**” means the U.S. Internal Revenue Services.
  - “**PRC**” means the People’s Republic of China (excluding Hong Kong, Macau and Taiwan).
  - “**U.S.**” means the United States of America.
4. The following Clauses included in these Terms and Conditions are:

#### **Indemnity**

The Customer shall indemnify the Bank, its agents, officers and employees against all liabilities, claims, demand, losses, damages, taxes, costs, charges and expenses of any kind (including, without limitation, legal fees on a full indemnify basis and other expenses of reasonable amount and reasonably incurred, and any claims by the Macau Financial Services Bureau on the Bank for tax in respect of any profits or gains attributable to the Customer) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the services provided by the Bank or the exercise or preservation of the Bank’s powers and rights under these Terms and Conditions unless due to the gross negligence or wilful default of the Bank, its agents, officers or employees and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom. The Bank is entitled to withhold, retain, or deduct such portion from the Customer’s assets in the possession or control of the Bank or such amount(s) from any of the Customer’s accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the Customer under this clause. This indemnity shall continue notwithstanding the termination of the banking relationship between the Bank and the Customer.

### **Gross-Up**

All sums payable by the Customer to the Bank shall be paid in full without set-off or counterclaim or any restriction or condition and free and clear of any (local or foreign) tax or other deductions or withholdings of any nature. If the Customer or any other person is required by any (local or foreign) law or regulation or any Government Authority (whether pursuant to any agreement with the Government Authority or otherwise) to make any deduction or withholding (on account of tax or otherwise) from any payment payable to or for the account of the Bank, the Customer shall, together with such payment, pay such additional amount as will ensure that the Bank receives (free and clear

of any tax or other deductions or withholdings) the full amount which the Bank would have received if no such deduction or withholding had been required. The Customer shall promptly forward to the Bank copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant recipient. If at any time the Customer becomes aware that any such deduction, withholding or payment is or will be required, the Customer shall immediately notify the Bank and supply all available details thereof.

5. The following Schedule added to these Terms and Conditions is:

#### **Schedule: Foreign Law Requirement**

##### 5.1 INTERPRETATION

- (a) Terms and Conditions definitions

Terms defined in the Terms and Conditions have the same meaning under this Schedule, unless otherwise defined.

##### 5.2 Definitions

In this Schedule:

“FATCA” means:

- (a) sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;
- (b) any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with (i) including as entered into by the government of Macau;
- (c) agreements between the Bank and the IRS or other regulator or government agency pursuant to or in connection with (i); and
- (d) any laws, rules, regulations, interpretations or practices adopted in the U.S., Macau or elsewhere pursuant to any of the foregoing.

“**Foreign Law Requirement**” means any obligation imposed on the Bank and/or any Bank Group Company pursuant to any future or present:

- (a) foreign laws (including foreign laws in respect of which the Bank and/or the Bank Group Company in its/their sole and absolute discretion considers itself/ themselves bound and including laws and regulations of the PRC);
- (b) Macau laws that implement Macau's obligations under an agreement with a foreign government (including the government of the PRC) or regulator;
- (c) under agreements entered into between the Bank and/or the Bank Group Company and a foreign government (including the government of the PRC) or regulator; or
- (d) guidelines or guidance issued by any legal, regulatory, government, tax or law enforcement body within or outside of Macau in respect of (i) to (iii).

For the avoidance of doubt, this definition includes any obligation or requirement applying to the Bank and/or any Bank Group Company pursuant to FATCA and as amended or introduced from time to time.

## 6. UNDERTAKING TO PROVIDE INFORMATION

### 6.1 The Customer undertakes and agrees to:

- (a) provide the Bank with all information, documents and supporting materials that the Bank in its sole and absolute discretion requires in order to fulfil its, or a Bank Group Company's obligations required under any Foreign Law Requirement including information, documents and supporting materials in respect of the Customer and any person referred to in Clause 9.1 of this Schedule;
- (b) notify the Bank in writing promptly of any change of the information, documents and supporting materials provided to the Bank pursuant to (a); and
- (c) provide updated or additional information of the type described in (a) as required by the Bank in its sole and absolute discretion from time to time to the satisfaction of the Bank.

6.2 The Customer agrees that confidentiality rights under applicable data protection, bank secrecy or similar laws will not apply to information that the Bank obtains from the Customer for the purpose of the Bank's or a Bank Group Company compliance with any Foreign Law Requirement.

## 7. DISCLOSURE OF INFORMATION

### 7.1 Disclosure for the purpose of any Foreign Law Requirement

The Customer agrees that the Bank and any recipient of any personal and account information or records from the Bank in relation to the Customer and/or any person referred to in Clause 9.1 of this Schedule may disclose such information or records to any person, entity, government body, agency or regulator, whether or not established under Macau law, considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement. Any such person or entity may utilize such information in the course of any business or regulatory functions carried on by him or it.

### 7.2 Acknowledgment of extent of disclosure

The Customer understands, acknowledges and agrees that where the Bank is required to disclose information about the Customer and/or the Customer's relationship with the Bank in accordance with any Foreign Law Requirement, this information may include (but is not limited to) the account number

of the Customer's account(s), the amount of interest or dividends paid or credited to the Customer's account(s), the amount of proceeds from the sale or redemption of property paid or credited to the Customer's account(s), the account balance or value, the name, address, country of residence and social security number or employer identification number or taxpayer identification number of the Customer and/or any person referred to in Clause 9.1 of this Schedule, and such other information as may be required by the relevant Government Authority or considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement.

### 7.3 Offshore disclosure

The Customer acknowledges and agrees that information and documents may be disclosed to third parties located inside or outside Macau.

## 8. CONSENT TO DEDUCT, WITHHOLD AND BLOCK

8.1 The Customer acknowledges and agrees that notwithstanding any other provision of these Terms and Conditions:

- (a) any payments by the Bank under these Terms and Conditions, will be subject to withholding and deduction considered by the Bank in its sole and absolute discretion as required under Foreign Law Requirements;
- (b) any amount withheld under (i) may be held in whatever account or in whatever manner determined by the Bank in its sole and absolute discretion; and
- (c) neither the Bank nor any of its affiliates shall be liable for any gross up, loss or damage suffered as a result of the Bank's exercising of its rights under this Clause 8.

8.2 The Customer acknowledges and agrees that any transaction, payment, instruction or service under these Terms and Conditions may be delayed, blocked, transferred or terminated where considered by the Bank in its sole and absolute discretion as required for the Bank to meet its obligations including those under any Foreign Law Requirement.

8.3 The Customer further agrees that the Bank shall have full authority to (i) sell, liquidate and/or otherwise dispose of in any manner and at such prices and on such terms and conditions as the Bank deems fit all or part of any of the assets in the Customer's account(s) that may produce funds to enable the Bank to comply with its obligations considered by the Bank in its sole and absolute discretion as required under any Foreign Law Requirement; (ii) prohibit the Customer from effecting any transactions through or under any of the Customer's account(s) for such period as the Bank deems necessary or appropriate; (iii) suspend or close the Customer's account(s); and/or (iv) transfer the Customer's account(s) to an affiliate of the Bank in another jurisdiction, for the avoidance of doubt including the PRC.

## 9. THIRD PARTIES

### 9.1 Documents and information

The Customer undertakes to provide the Bank with all documents and information pertaining to:

- (a) the ultimate beneficial owner of any account;
- (b) the person ultimately responsible for giving any instruction or for entering into any transaction;
- (c) any person on whose behalf the Customer acts in receiving payment; and/or
- (d) any other person identified by the Bank in its sole and absolute discretion as being connected with the Customer, as requested by the Bank in its sole and absolute discretion in order for it to comply with its obligations under any Foreign Law Requirement.

### 9.2 Change of details

The Customer undertakes to notify the Bank in writing promptly of any change of address or contact telephone number or other personal particulars recorded with the Bank in respect of any person referred to in Clause 9.1 of this Schedule.

## 10. REPRESENTATION AND WARRANTY

The Customer represents, warrants and confirms that any information, documents and supporting materials provided by the Customer to the Bank for the purpose of the Bank's, or a Bank Group Company's, compliance with any Foreign Law Requirement are and shall remain true, complete and accurate throughout the period when the Customer maintains a banking relationship with the Bank.

## 11. INDEMNITY

### 11.1 FATCA indemnity

Without limitation to any other indemnity provided by the Customer to the Bank under any other provision of these Terms and Conditions or any other arrangement or agreement, the Customer agrees to indemnify the Bank, its agents, officers and employees against all liabilities, claims, demands, losses, taxes, costs, charges and expenses of any kind which any of the Bank, its agents, officers and employees may suffer or incur, including taxes, interest or penalties, as a result of that party providing misleading or false information or otherwise failing to comply with any requirement under this Schedule or the Bank's use of or reliance on any information, documents and supporting materials provided by the Customer to the Bank for the purpose of the Bank's compliance with any Foreign Law Requirement. The Customer further agrees that the Bank is entitled to withhold, retain, or deduct such portion from the Customer's assets in the possession or control of the Bank or such amount(s) from any of the Customer's accounts with the Bank as it determines to be sufficient to cover any amount which may be owed by the Customer under this Clause 11.1. This indemnity shall continue notwithstanding the termination of the banking relationship between the Bank and the Customer.



## 12. RIGHTS OF BANK CUMULATIVE

### 12.1 No limitation on existing rights

Nothing in this Schedule limits the effect of any term or requirement of these Terms and Conditions or any other arrangement or agreement of the Customer with the Bank, and the rights of the Bank under this Schedule are in addition and without prejudice to any of its rights under these Terms and Conditions or any other arrangement or agreement of the Customer with the Bank.

### 12.2 Failure to comply

Without limiting the generality of Clauses 8.2 and 8.3 of this Schedule, the Customer acknowledges and agrees that if the Customer fails to comply with any requirement of this Schedule, including failing to provide information, documents and supporting materials as required by the Bank, the Bank may suspend or close the Customer's account(s); and/or transfer the Customer's account(s) to an affiliate of the Bank in another jurisdiction, for the avoidance of doubt including the PRC.

## 13. CONFLICT BETWEEN TERMS

In case of any conflict or inconsistency between the English and the Chinese versions of this Schedule, the Chinese version shall prevail.

## Terms & Conditions for eBanking Services

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 wilful 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 the 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 wilful 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. a computer crime not prevented by the security system of the Bank, or
  - b. a human or system error caused by the Bank, resulting in an improper transaction, leading to the lost or misplaced funds, or
  - c. 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 nonrefundable.

## **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 wilful 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:

- a. 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.
- b. 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.

- c. 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.**

Terms and Conditions for Bank Services relating to Faster Payment System and Easy Transfer services

**1. Bank Services relating to Faster Payment System**

- (a) The Bank provides the Bank Services to customers to facilitate payments and funds transfers using the Faster Payment System. The Faster Payment System is provided and operated by Monetary Authority of Macao (AMCM). The Bank Services are therefore subject to the rules, guidelines and procedures imposed by AMCM in relation to the Faster Payment System from time to time. This Clause governs the Bank's provision to the Customer and the Customer's use of the Bank Services. The Bank Services form part of the Bank's banking services. The provisions of these Terms and Conditions continue to apply to the Bank Services to the extent that they are relevant and not inconsistent with the provisions in this Clause. Unless otherwise specified, the provisions of this Clause prevail if there is any inconsistency between them and the provisions of these Terms and Conditions with respect to the Bank Services.
- (b) By requesting the Bank to register any eAddressing for the Customer in AMCM FPS, or by initiating any payment or funds transfer using AMCM FPS, the Customer accepts and agrees to be bound by the provisions of this Clause. The Customer should not request the Bank to register any eAddressing or initiate any payment or funds transfer using the AMCM FPS unless the customer accepts the provisions of this Clause.
- (c) In this Clause, the following terms have the following meanings:

“Addressing Service”	means a service provided by AMCM as part of the AMCM FPS to facilitate customers of Participants to use predefined eAddressing instead of account number to identify the destination of a payment or fund transfer instruction and other communication for the purpose of AMCM FPS.
"Bank Services"	means the services provided by the Bank to customers from time to time to facilitate payments and funds transfers using AMCM FPS, any other services and facilities provided by AMCM in connection with the Faster Payment System from time to time.
“Default Account”	means the account maintained by the customer with the Bank or any other Participant set as the default account for receiving payment or funds using AMCM FPS or (if to the extend specified or permitted by the rules, guidelines and procedures of AMCM) for debiting payment or funds using AMCM FPS.
"FPS Identifier”	means a unique random number generated by AMCM FPS to be associated with the account of a customer of a Participant.
"AMCM"	means Monetary Authority of Macao and its successors and assigns.

"AMCM FPS" or "Faster Payment System"	means the Faster Payment System and related facilities and services provided, managed and operated by AMCM from time to time, which may include direct payment, funds transfers and other payment transactions.
"Participant"	means a participant of AMCM FPS which may be a Macao SAR local bank, transaction originator and receiver, or any other entity accepted by AMCM as a participant of AMCM FPS from time to time.
"eAddressing"	means the identifiers which may be accepted by AMCM FPS for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile number of the customer, or the FPS identifier.
"Regulatory Requirement"	means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency  (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Macau SAR (China), to which AMCM, the Bank or any Bank Group Company or any other Participant or its respective affiliates or group companies, or the Customer are subject or are expected to comply with from time to time.
"Customer"	means each customer to whom the Bank provides Bank Services and, where the context permits, includes any person authorised by the customer to give instructions or requests to the Bank in connection with the use of the Bank Services.
"Bank"	means OCBC Bank (Macau) Limited and its successors and assigns.

## 2. Scope of Bank Services and conditions for use

- (a) The Bank provides the Bank Services to customers to facilitate payment and funds transfer using the Faster Payment System and the Addressing Service, and any other services and facilities provided by AMCM in connection with the Faster Payment System from time to time. The Bank has the right to set or vary from time to time the scope of the Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, Customers have to accept and follow conditions and procedures.

- (b) The Bank may provide the Bank Services to facilitate payment and funds transfer in any currency specified by us from time to time, such as Macau Patacas, or any other currency supported by AMCM FPS.
- (c) In order to enable the Bank to handle an instruction for the Customer in relation to payment or funds transfer using AMCM FPS, the Customer has to provide or input the necessary information and complete the process by such means or in such manner prescribed by the Bank from time to time.
- (d) All payment or funds transfer transactions using AMCM FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including without limitation the arrangements and daily limit amounts, etc., as determined by AMCM in relation to the Faster Payment System from time to time.
- (e) The Bank reserves the right to suspend or terminate the Bank Services in whole or in part at anytime.

### **3. Addressing Service – registration and amendment of eAddressing and related records**

- (a) In order to use the Addressing Service to receive payment of funds transfer using AMCM FPS, the Customer has to register the Customer's eAddressing service in the AMCM FPS. The Bank has discretion as to whether to offer the FPS identifier as eAddressing to the Customer.
- (b) Registration and amendment of eAddressing and related records in the AMCM FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by AMCM FPS from time to time. In order to enable the Bank to register or amend eAddressing or any related records for the Customer, Customer has to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by the Bank from time to time.
- (c) At any time whether the same eAddressing is registered by the Customer for more than one account (whether maintained with the Bank or with any other Participant), the Customer must set one account as the Default Account. By instructing the Bank to set or change the Default Account for the Customer, the Customer consents and authorizes the Bank to submit the request on the Customer's behalf to AMCM FPS to override the existing Default Account registered in AMCM FPS.

### **4. 1.4 Your responsibility**

- (a) Present genuine owner or authorised user of eAddressing and accounts  
The Customer can only register the Customer's own eAddressing for the Customer's own accounts. The Customer must be the present genuine owner or authorised user of each eAddressing and each account provided to the Bank for registration in the Addressing Service. By instructing the Bank to register any eAddressing or any account for the Customer in relation to the Faster Payment System, the Customer confirms that the Customer is the present genuine owner or authorised user of the relevant eAddressing or account. This is particularly important for mobile phone numbers in case they are recycled.
- (b) eAddressing



Any eAddressing to be registered by the Customer for the Addressing Service must satisfy any applicable requirements imposed by AMCM FPS from time to time. For example, AMCM FPS may require the mobile phone number to be registered as eAddressing to be the same number registered by the Customer as contact information on the Bank's records at the relevant time. The Customer understand and agree that the Bank, other Participants and AMCM FPS have the right and discretion without giving notice to deregistered any eAddressing that is not correct or up-to-date in accordance with available information without the Customer's consent.

(c) Correct information

The Customer has to ensure that all information provided by the Customer for registration or amendment of eAddressing or any related records) is correct, complete, up-to-date and not misleading. The Customer has to notify the Bank as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by the Bank from time to time.

The Customer is fully responsible for using the correct and up-to-date records in giving each payment or funds transfer instruction. The Customer is solely liable for and will hold the Bank harmless from any incorrect payment or transfer effected by the Bank and AMCM FPS due to incorrect or outdated eAddressing or related records.

(d) Timely updates

The Customer is fully responsible for giving instructions and information changes or updates to the Bank on a timely basis for amending the Customer's eAddressing (or related records), including without limitation changing the Customer's Default Account, or terminating any eAddressing. The Customer acknowledge that keeping the Customer's eAddressing and all related records up-to-date is critical for ensuring effective execution of payment and funds transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated eAddressing or related records.

(e) Change of Default Account

If any account is terminated as the Default Account by the Customer or by the relevant Participant for any reason (including suspension or termination of the account), the system of AMCM will automatically assign the most recently registered record in the Addressing Service that is associated with the eAddressing to be the Default Account. If the Customer wishes to set another account as the Default Account, the Customer has to change the registration through the Participant where the Customer maintains the other account.

(f) Transactions binding on the Customer

(i) For any payment or funds transfer, once the Customer confirms the details of a transaction and submit instruction to the Bank, such instruction and any resulting transaction is final, irrevocable and binding on the Customer.

(ii) For any eAddressing registration, once the Customer submits an instruction to the Bank, such instruction is irrevocable and binding on the Customer. The Customer may amend or cancel any

eAddressing in accordance with the procedures and requirements prescribed by the Bank from time to time.

(g) Use Bank Services responsibly

The Customer must use the Bank Services in a responsible manner. In particular, the Customer has to comply with the following obligations:

- (i) The Customer must comply with all Regulatory Requirements that govern the Customer's use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. The Customer must not use the Bank Services for any unlawful purposes or any purposes other than those authorised or contemplated in the rules, guidelines and procedures of AMCM.
- (ii) In sending remarks or messages to be displayed to recipients or counterparties of the Customer's payment or funds transfer instructions using AMCM FPS, the Customer should mask the name or other data of such recipients or counterparties to prevent unauthorised display or disclosure of any personal data or confidential data.
- (iii) If the Bank offers the FPS Identifier as eAddressing to the Customer, the Customer should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that the Customer desires.

(h) Other obligations regarding payments and funds transfers

Any instruction given by the Customer in relation to the Bank Services will be handled by the Bank in accordance with this Clause and the applicable provisions in these Terms and Conditions. The Customer has to comply with the other obligations with respect to payments, funds transfers and other related services, including without limitation maintaining sufficient funds in the relevant accounts for settling payment and funds transfer instructions from time to time.

(i) The Customer is responsible for the Customer's authorised persons

Where the Customer authorises any other person to give instructions or requests to the Bank in connection with the use of the Bank Services (whether the Customer is an individual, a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):

- (i) the Customer is responsible for all the acts and omissions of each person authorised by the Customer;
- (ii) any instruction or request received by the Bank, believed by the Bank in good faith to be given by the Customer or any person authorised by the Customer, will be irrevocable and binding on the Customer; and

- (iii) The Customer is also responsible for ensuring that each person authorised by the Customer will comply with the provisions of this Clause that are applicable to him/her when acting on the Customer's behalf.

## **5. The Bank's responsibility and restriction of liability**

- (a) The Bank will process and submit the Customer's instructions and requests to AMCM FPS in accordance with the applicable rules, guidelines and procedures imposed by AMCM from time to time. AMCM FPS has the right to process and execute the Customer's instructions and requests in such sequence or manner as AMCM considers appropriate. The Bank has no control over the operation of AMCM FPS nor the timing on which the Customer's instructions or requests are executed by AMCM FPS. Where the Bank receives status update notifications involving any of the Customer's eAddressing (or related records) or other matter relating to AMCM FPS from or through AMCM FPS from time to time, the Bank will notify the Customer accordingly by such means and at such time as the Bank considers appropriate.
- (b) Without reducing the effect of Clause 5 (a) above or the provisions of these Terms and Conditions:
  - (i) The Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by the Customer in relation to the Bank Services or AMCM FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or willful default or that of its officers, employees or agents;
  - (ii) For clarity, the Bank is not liable for loss, damage or expense of any kind which the Customer or any other person may incur or suffer arising from or in connection with one or more of the following:
    - (1) the Customer's failure to comply with the Customer's obligations relating to the Bank Services; and
    - (2) any delay, unavailability, disruption, failure, error of or caused by AMCM FPS, or arising from any circumstances beyond the Bank's reasonable control; and
  - (iii) In no event will the Bank, any Bank Group Company, any of the Bank's licensors, and the respective officers, employees and agents of the Bank, each Bank Group Company and the Bank's licensors be liable to the Customer or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
  - (iv) Whether or not the name of an account holder or beneficiary is provided, the Bank is entitled to process inward and outward transfer without verifying the name of the account holder and process the payment by reference to identification number or bank account number only.
- (c) The Customer's confirmation and indemnity

- (i) Without reducing the effect of any indemnity given by the Customer under these Terms and Conditions or any other rights or remedies that the Bank may have, the Customer will indemnify the Bank and its officers, employees and agents and hold the Bank and each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by the Bank or any of them and all actions or proceedings which may be brought by or against the Bank or any of them as a result of or in connection with the Bank's provision of the Bank Services or the Customer's use of the Bank Services.
- (ii) The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from the Bank's gross negligence or willful default or that of its officers, employees or agents. The above indemnity shall continue to have effect after the termination of the Bank Services.

#### **6. Collection and use of Customer Information**

- (a) For the purposes of using the Bank Services, the Customer may be required to provide the Bank with the personal data and other information relating to one or more of the following persons from time to time:
  - (i) the Customer itself;
  - (ii) the recipient of any payment or funds transfer to be made by the Customer, or the counterparty of the Customer; and
  - (iii) where the Customer is a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body, any of the Customer's directors, officers, employees, authorised persons and representatives. All personal data and other information received or compiled by the Bank in connection with the Bank Services are referred herewith as "Customer Information".
- (b) The Customer agrees (and, where applicable, for and on behalf of each of the Customer's directors, officers, employees, authorised persons and representatives) that the Bank may collect, use, process, retain or transfer any of the Customer Information for the purposes of the Bank Services. These purposes include without limitation one or more of the following:
  - (i) providing the Bank Services to the Customer, maintaining and operating the Bank Services;
  - (ii) processing and executing the Customer's instructions and requests in relation to the Bank Services from time to time;
  - (iii) disclosing or transferring the Customer Information to AMCM and other Participants for their use for the purpose of the operation of AMCM FPS;
  - (iv) meeting the requirements to make disclosure under any Regulatory Requirements; and
  - (v) purposes relating to any of the above.

- (c) The Customer understands and agrees that the Customer Information may be further disclosed or transferred by AMCM, the Bank or any other Participants to their customers and any other third parties who are users of AMCM FPS for the purposes of providing the credit transfer or other related services.
- (d) If the Customer Information includes personal data or other information of any person other than the Customer itself (including any persons specified in Clauses 1.6(a)(ii) or 1.6(a)(iii) above), the Customer confirms that the Customer will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by AMCM, the Bank and the other Participants as specified in this Clause 1.6.
- (e) Any provisions in the "Privacy Policy & Personal Information Collection Statement" that are not inconsistent with this Clause are also deemed applicable to this Clause.

**7. In case of any inconsistency between the English version and the Chinese version of this Terms and Conditions, the Chinese version shall prevail.**

## Terms & Conditions for eAlert Service

Once the eAlert Service had been subscribed, the customer will receive SMS notification of executed order via mobile phone, and the customer will be deemed acknowledge and agree the following terms and conditions, and agree to be bound by them.

1. OCBC Bank (Macau) Limited (the “Bank”) can register and record the designated mobile phone number (or such other telecommunication equipment) and/or e-mail address and/or other information (if any) of our Stock Trade Customer (the “customer”) who had been subscribed to use eAlert Service, in the manner as specified by the Bank from time to time to provide the eAlert Service (the “Service”).
2. Through the eAlert Service, the customer will receive the SMS notification via the registered mobile phone after the stock trading transaction is executed.
3. The Bank reserves the right to require the customer to pay fees and charges in connection with providing the Service. The customer shall be responsible for all fees, charges and expenses imposed by the Bank and/or the telecommunication company for the provision of mobile service (including but not limited to the SMS service).
4. The Bank reserves the right for the approval of using the Service at its sole discretion, and has a right to suspend or terminate the Service at any time without giving any notice and reason. In case of any dispute on this service, the Bank’s decision should be final.
5. In general, the registered user should be the owner of the registered mobile, otherwise the applicant should get the permission from the registered mobile owner before applied for eAlert Service. The Bank shall not be liable for the information verification and the provision of the Service.
6. The customer shall notify the Bank in writing of any changes in mobile phone number, mobile service provider, or cancellation of mobile service. The customer shall be liable for all loss and/or other responsibility incurred before the Bank received the written notification from the customer.
7. Information received via SMS by the Service is for the customer’s reference only, and is not the evidence of its contents. The customer who uses the service will not be granted immunity for the responsibility under the agreement of Stock Trade Service.
8. The Bank may specify, modify, expand, reduce, amend or terminate the scope of the service and the type of telecommunication equipment to be used for the purposes of providing the Service from time to time.
9. The customer authorize the Bank to disclose or acquire the personal and account data or record or the content of SMS to or from the service provider for the purpose of providing and managing the service. The Bank shall not be liable or responsible whether in contract or tort for any disclosure of customer information by such Institution or its employee.
10. The Bank may send the related information and promotional data to the customer via SMS from time to time.
11. The Bank and the telecommunication service provider shall not be liable or responsible for any consequences directly or indirectly arising out of or in connection with:

- a. failure of eAlert Service and inability to use in whole or in part of eAlert Service due to the delay, nonperformance, breakdown of network, or any reasons beyond the control of the Bank or telecommunication company caused by the service failure, mistake or delay.
  - b. any leakage of message or information relating to the customer by any telecommunication company, internet service provider, equipment, device or intermediary through which the instruction or information passes.
  - c. any cost, expense, loss or damage arising from or occasioned by: (i) any such inaccuracy, error, delay or omission of the data, information or message, or (ii) non-performance, or (iii) interruption in any such data, information or message, due either to any negligent act or to any "force majeure" (e.g. flood, extraordinary weather condition, earthquake, fire, war, insurrection, riot, labor dispute, action of government, power failure equipment, software or communication lines' failure or malfunction) or any other cause not within the control of the Bank or telecommunication company.
12. If any provision in this Terms and Conditions 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.
13. In case of any inconsistency between the English version and the Chinese version of this Terms and Conditions, the Chinese version shall prevail.



## Terms & Conditions for ATM Card

The ATM Card (“the Card”) is issued to the cardholder by OCBC Bank (Macau) Limited (“the Bank”) subject to the following conditions.

1. The Card can be used on any of the Automatic Teller Machines (ATM) installed and operated by the Bank, such other ATMs installed and operated by such other banks or firms or companies or organizations inside and/or outside Macau, or any other devices or terminals for effecting payment or transfer of funds by electronic means (POS) from time to time announced by the Bank. The Bank reserves the right at its sole and absolute discretion at any time hereafter to add, reduce or delete any of the facilities available to the Card without prior notice and giving reason therefor.
2. The Card is and shall at all times be the property of the Bank and the Cardholder shall surrender the Card to the Bank immediately upon the Bank’s demand irrespective of whether the Bank has given any prior notice or any reason therefor.
3. The Card shall only and exclusively be used by the Cardholder and is not transferable.
4. The Personal Identification Number (PIN) issued to the Cardholder for use with the Card and any numbers substituted by the Cardholder for that purpose are strictly confidential. PIN should not be disclosed to any third party under any circumstances or by any means whether voluntarily or otherwise. Notwithstanding the foregoing, the Cardholder shall be fully responsible for all transactions involving the use of the Card by any person whomsoever whether or not authorized by the Cardholder.
5. The Card shall only be used for withdrawal or transfer if there are sufficient funds in the account concerned. If the withdrawal or transfer is made without sufficient fund, the Account Holder shall repay to the Bank on demand the sum representing the amount of such withdrawal or transfer together with interest thereon at the rate and in the manner chargeable by the Bank for overdraft account with monthly rests.
6. If the Cardholder shall consist of more than one person, each and every one of the Cardholder shall be jointly and severally responsible for all transactions involving the use of the Card so issued and the terms and conditions therein shall be jointly and severally binding on each and every one of the Cardholder.
7. The Bank’s records in relation to any withdrawal, transfer and/or transaction involving the use of the Card shall in all respects be conclusive against and binding on the Cardholder.
8. The Cardholder hereby irrevocably authorized the Bank to debit (without any prior notice to the Cardholder) the account(s) of the Cardholder with the Bank the amount of any withdrawal, transfer and/or transaction involving the use of the Card at the ATM of the Bank or at the ATM of any other Member Bank and/or POS whether or not made with his knowledge or by his authority.
9. In the event of the lost or theft of the Card, the Cardholder shall immediately notify such loss or theft to the Bank in writing and shall be fully responsible for all transactions involving the use of the Card by any person



whomsoever whether or not authorized by the Cardholder prior to the Bank's actual receipt of such written notice. Further, if any replacement card is issued, the Bank is entitled to charge a fee therefore.

10. The Card and the related PIN are issued and delivered to the Cardholder at his own risk.
11. The Cardholder may apply for cheque book of his/their current account by use of the Card in any of the Bank's ATMs and such application shall have the same effect as the submission by the Cardholder to the Bank of the duly completed and signed Bank's Cheque Application Form.
12. The Bank and/or any other institutions shall not be responsible for any and all consequences, if the transactions involving the use of the Card are not honoured or operative for any reason whatsoever or if there is any malfunction and/or failure of the ATM and/or POS.
13. The Bank shall be entitled from time to time to impose any limit whether in amount or otherwise on the use of the Card.
14. The Bank reserves all the rights to charge a fee for the use of the Card and such fee shall be at such rate and for such period and payable in such manner as the Bank may announce from time to time.
15. The Bank shall be entitled, without the consent of or notice to the Cardholder, to disclose to any other institutions, including but not limited to operators of the POS, such information concerning the account of the Cardholder as the Bank may deem necessary or appropriate arising out of or in connection with the use of the Card, the ATM and the POS.
16. The Bank shall not be liable for any act or omission of any merchant shop or establishment including, without limitation, any refusal to honour or accept the use of the Card or any statement or other communication made or any dispute, defect or deficiency in any goods or services supplied in connection with the use of the Card. The Cardholder shall handle or resolve all claims or disputes directly with such merchant shop or establishment and no such claim or dispute shall affect or entitle the Cardholder to revoke challenge or vary any transfer or payment effected.
17. The Bank reserves the right at all times at its absolute discretion to terminate this agreement with the Cardholder by withdrawal of the Card or the service thereby provided, or by refusing to renew the Card without giving any reason therefor and without any prior notice to the Cardholder.
18. The Bank may at any time and without notice to or consent from the Cardholder or any one or more of them setoff or transfer any monies standing to the credit of the bank accounts of the Cardholder or any one or more of them of whatsoever description (including but not limited to current, savings, fixed or call deposit accounts) toward discharge of all sums due to the Bank under these terms and conditions or arising out of the use of the Card.
19. The Bank shall be entitled to alter, amend, and/or add to these terms and conditions as the Bank may in the Bank's absolute discretion think fit without any prior notice to the Cardholder and the terms and conditions altered, amended and/or added to shall be effective and binding on the Cardholder. The Cardholder's use of the Card shall be subject to all the terms and conditions currently in force for the time being irrespective of the Cardholder's actual notices or knowledge thereof.

20.

- (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.

21. 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.

22. 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.

23. 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.

24. The Bank is supervised by Monetary Authority of Macau (AMCM).

25. This Agreement shall be governed by and construed in accordance with the laws of Macau Special Administrative Region.

26. If there is any conflict or inconsistency between the Chinese and English version, the Chinese version shall prevail and the English version shall not affect the construction of this Terms and Conditions.

#### Terms & Conditions for Telegraphic Transfer

- 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. 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 Conditions) in preparing appropriate instructions to its correspondent(s) or agent(s) 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 correspondent(s), agent(s) and clearing system(s). 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 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 this application 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 correspondent(s). Without prejudice to the foregoing, transfer for a specific day value is subject to applicable cut-off time.
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 person;
  - (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;
  - (d) any act or event beyond the Bank's control; nor to advise the Applicant of;
  - (e) 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;
  - (f) the charges which may be imposed by overseas banks, correspondents or agents.
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 correspondents and agents 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.

10. Refund will only be made after the Bank's actual receipt from its correspondent of the relevant fund, and may be made in Hong Kong dollars or Macau Patacas 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 correspondents and agents.
11. The Bank reserves the right not to process this 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 this application does not fulfil the requirements as designated by the Macau Monetary Authority or the relevant clearing bank from time to time. Save and except reasonably foreseeable and direct loss and damage caused directly and solely by the gross negligence or wilful 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 this transfer or for its decision in not processing the same arising therefrom; 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 Macau Clearing House, 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 Operating Procedures of such currency referred therein (as the same may be modified from time to time); and
  - (b) agrees that the Macau Monetary Authority or any other institutions involved shall not owe any duty or incur any liability to the Applicant in respect of any claim, loss, damage or expenses of any kind or nature whatsoever.
13. The Applicant 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, correspondents, agents 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 Applicant, his account and transactions and dealings in connection with his account which the Bank may consider appropriate for the purpose of providing the transfer Services.
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. In case of inconsistencies between the Chinese and the English versions, the Chinese version shall prevail.

## HK-Macau Instant Remittance Service Terms & Conditions

### **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:
  - (c) 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);
  - (d) 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.

## Terms & Conditions for eStatement & eAdvice Service

### 1. Definition

- 1.1 “eAdvice” means any advice, report, message, record, confirmation, receipt, acknowledgment, notice or communication in respect of or in relation to one or more account(s) or of the product(s) and service(s) offered by the Bank, as from time to time issued by the Bank in electronic form, other than eStatement.
- 1.2 “eStatement” means any statement, report, message, record, confirmation, receipt, acknowledgment, notice or communication in respect of or in relation to one or more account(s) or of the product(s) and service(s) offered by the Bank, as from time to time issued by the Bank in electronic form.
- 1.3 “eStatement & eAdvice Service” or “Service” means the service provided by the Bank under which eStatement and eAdvice are provided to customers through the Bank’s Internet Banking services (“Internet Banking”) and other ancillary services in connection therewith, if any.

### 2. Terms of Use

- 2.1 The use of eStatement & eAdvice Service shall at all times be governed by these Terms and Conditions and the terms and conditions governing the use of Bank eBanking Services, as may from time to time be amended, supplemented and/or modified by the Bank.
- 2.2 By accessing and using the eStatement & eAdvice Service, you acknowledge that you have read and understood these Terms and Conditions and the terms and conditions governing the use of Bank eBanking Services, and you agree to be bound by the same and all the amendments, supplements and modification thereto.
- 2.3 These Terms and Conditions are in addition and without prejudice to the other terms and conditions governing your account(s) and your use of other product(s) and service(s) offered by the Bank, which shall continue to apply unless otherwise specified by the Bank. In the event of inconsistency or conflict between these Terms and Conditions and such other terms and conditions, these Terms and Conditions shall prevail to the extent of such inconsistency or conflict so far as the eStatement & eAdvice Service is concerned.

### 3. The Service

- 3.1 In order to use the Service, you must be a registered user for Internet Banking.
- 3.2 If you wish to discontinue receiving printed statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications, you may submit your request at any time by giving written notice to the Bank in such form and/or by such other manner as the Bank may prescribe from time to time. You acknowledge and agree that once your aforesaid request has been accepted by the Bank, the Bank will discontinue sending you the printed statements, advices, reports,



messages, records, confirmations, receipts, acknowledgments, notices and communications as the Bank in its absolute discretion determine.

- 3.3 The Bank may from time to time at its sole and absolute discretion determine, specify, modify, reduce or vary the scope and features of the Service and/or suspend or terminate the Service (or any part thereof) without your consent at any time and without or with notice in such manner and by such means of communication as the Bank shall deem fit.
- 3.4 If you wish to resume receiving printed statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications, you may submit your request at any time by giving written notice to the Bank in such form and/or by such other manner as the Bank may prescribe from time to time. You acknowledge and agree that once your aforesaid request has been accepted by the Bank in its absolute discretion, the Bank will revert to sending you the printed statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications to your correspondence address last registered with the Bank according to the Bank's record.
- 3.5 In the event of suspension or termination of this Service (howsoever occurred),
  - A) the Bank does not assume any liabilities or responsibilities for any suspension or termination of the Service under any circumstances;
  - B) it is without prejudice to and shall not affect the liabilities and rights which have accrued between you and the Bank prior to the date of suspension or termination; and
  - C) the Bank will send all future statements, advices, reports, messages, records, confirmations, receipts, acknowledgments, notices and communications to your correspondence address last registered with the Bank according to the Bank's record.
- 3.6 The Bank may from time to time include within the Service marketing materials relating to the Bank's products and services or those offered by any companies of the Bank Group and selected third parties (collectively "Marketing Materials"). Your use of the Service shall constitute your agreement to such inclusion of and/or to receive such Marketing Materials.
- 3.7 You agree that you are solely responsible for ensuring that your equipment or device (including software programs contained thereon) are capable of and in good, functioning order for accessing, viewing, printing and downloading eStatement and eAdvice and for maintaining security of your equipment or device. The Bank has no responsibility or liability in respect of your equipment or device.
- 3.8 All eStatement and eAdvice sent to you under this Service shall be deemed to have been delivered to you at the time they are sent via internet under Internet Banking and shall only be made available for access, view, print and download for such period of time as the Bank may in its absolute discretion from time to time determine, irrespective of whether or not they have been viewed and/or saved by you.
- 3.9 It is your sole responsibility, and you agree to periodically check, open, read or access and carefully review all eStatement and eAdvice in a timely manner and advise the Bank as soon as possible, of any errors, discrepancies, unauthorized transactions or other irregularities. Without prejudice to the

generality of the aforesaid, you are required to check and verify the correctness of all eStatement and eAdvice and you agree to notify the Bank of any errors, omissions, unauthorized transactions or other irregularities within 60 days where the eStatement is a monthly card statement and 90 days for all other eStatement and eAdvice after the statement date , otherwise the eStatement and eAdvice shall be conclusive evidence as to the balance shown therein without any further proof and binding on you, and the Bank shall be free from all claims or demands in respect thereof, irrespective of whether or not you have opened, read and/or verified the eStatement and eAdvice.

- 3.10 By assessing and using the Service, you acknowledge and accept that the inherent risks in the use of and transmission of information via the Internet, and you also agree to take all reasonably practicable measures to ensure and maintain the security of your equipment and device for accessing, viewing, printing and downloading eStatement and eAdvice.
- 3.11 After your request herein as mentioned under Clause 3.2 shall have been accepted by the Bank, the Bank may but without being obliged to, and at its sole and absolute discretion, send a notification via email to your email address and/or mobile phone number last registered with the Bank to notify you that the latest eStatement and eAdvice has been sent to you via the Service. You agree that such email address and the mobile phone number for this purpose is accurate valid and up-to-date. The Bank is not in any event be responsible for the notification is not received by you due to your email address or mobile phone number having changed or being invalid or due to systems failure.
- 3.12 The Bank may in its absolute discretion, but shall not be obliged to provide upon your request the corresponding printed statement(s) and advice(s) of the eStatement and eAdvice covered by the eStatement and eAdvice Service and the Bank reserves the right to levy such fees and charges as determined by the Bank from time to time for complying with your request.
- 3.13 You warrant that all particulars given to the Bank for the purposes of or in connection with the Service are complete, accurate and up-to-date at all relevant times and undertake to promptly notify the Bank of any changes thereto, including without limitation the above mentioned email address and the mobile phone number provided to the Bank by you for or in relation to this Service.
- 3.14 The Bank reserves the right at any time and from time to time to impose fees and charges for the Service with reasonable notice.

#### **4. Liabilities**

- 4.1 You agree that the Bank shall not be liable or in any way responsible for any loss, damages or expenses that you or any third party may incur in relation to or in connection with:
  - A. any failure, disruption or delay in providing or receiving the Service (or any part thereof) or the eStatement or eAdvice due to any failure, fault, malfunction, interruption, breakdown of computer, device, machine, telecommunication, electrical or network failure, act or omission of any

telecommunication or other third party service providers or other circumstances that are beyond the Bank's control;

- B. any loss or damage caused to your data, software, computer, telecommunications equipment or other equipment in connection with your use of the Service;
  - C. any misuse or unauthorized access or use of the Service or the eStatement or eAdvice by you or anyone else; and
  - D. any disclosure, leakage, loss of data, confidential information, other than due directly and solely to the Bank's gross negligence or wilful default.
- 4.2 You will indemnify and keep the Bank indemnified against any claims, proceedings, actions, losses, damages or expenses that may be incurred by the Bank in providing the Service to you, save and except any loss or damages caused solely and directly by negligence, fraud or wilful default on our part.

## **5. Governing Law and Jurisdiction**

- 5.1 The Bank is supervised by Monetary Authority of Macau (AMCM).
- 5.2 This Terms and Conditions shall be governed by and construed in accordance with the law of Macau Special Administrative Region.
- 5.3 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 jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

## **6. Governing Version**

Should there be any inconsistency between the English and Chinese versions of these Terms and Conditions, the Chinese version shall prevail.

## Privacy Policy & Personal Information Collection Statement

### **Cyber Privacy Policy**

- (A) OCBC Bank (Macau) Limited (the “Bank”) do not collect or view any identifiable personal data, except for those provided voluntarily. The Bank will only record the traffic and page views of the official website of the Bank for website usage analysis.
- (B) In order to provide better Internet service to you, we will occasionally use a "cookie". A cookie is a small piece of information transmitted from our web server that are automatically stored on your web browser in your computer that can be retrieved by this website. We will only use cookies as a session identifier and will not store user's sensitive information (e.g. customer's personal information or passwords) in cookies. Once a session is established, all the communications will use the cookies to identify a user. Once the session is closed, the cookies will be expired. Should you wish to disable these cookies you may do so by changing the setting on your browser. However, you may not be able to access the Bank Group's Internet banking and other financial services.
- (C) Your personal data will be encrypted when provided and transmitted to the Bank.

### **Privacy Pledge**

The Bank respect the privacy of our customers. The Bank will abide by the Personal Data Protection Law at all times. The Bank pledge to work based on the purposes and principles below:

- (A) marketing services or products of the Bank and/or selected companies;
- (B) designated use only, visitors’ agreement otherwise;
- (C) available measures to securely store the customer’s data and ensure the data’s validity during a valid time frame.
- (D) only authorized personnel can view and process customers’ personal data
- (E) customers’ right to view and update their personal data

### **Notice to Customers relating to the Personal Data Protection Law (the “Law”)**

- (A) From time to time, it is necessary for customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.
- (B) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.

- (C) It is also the case that data are collected from customers in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques or deposit money.
- (D) The purpose for which data relating to a customer may be used are as follows:
- (1) the daily operation of the services and credit facilities provided to customers;
  - (2) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
  - (3) creating and maintaining the Bank's credit scoring models;
  - (4) assisting other financial institutions to conduct credit checks and collect debts;
  - (5) ensuring ongoing credit worthiness of customers;
  - (6) designing financial services or related products for customers' use;
  - (7) marketing services or products of the Bank and/or selected companies;
  - (8) determining amounts owed to or by customers;
  - (9) collection of amounts outstanding from customers and those providing security for customers' obligations;
  - (10) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches;
  - (11) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and
  - (12) purposes relating thereto
- (E) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph (D):
- (1) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing or other services to the Bank in connection with the operation of its business;
  - (2) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
  - (3) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
  - (4) credit reference agencies, and, in the event of default, to debt collection agencies;
  - (5) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches;
  - (6) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and

- (7) companies for the purpose of informing customers of services which the Bank believes will be of interest to customers.
- (F) Under and in accordance with the terms of the Law, any customer has the right to check whether the Bank holds data about him, of access to such data and to require the Bank to correct any data relating to him which is inaccurate.
- (G) In accordance with the terms of the Law, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- (H) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:

The Data Protection Officer, OCBC Bank (Macau) Limited, 241 Avenida de Almeida Ribeiro, Macau.

- (I) The Bank may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wished to access the credit report, the Bank will advise the contact details of the relevant credit reference agency.
- (J) Nothing in this Notice shall limit the rights of customers under the Personal Data Protection Law. (In the event of any conflict with the Chinese version, the Chinese version shall take precedence)

#### **Notice about the Personal Data Protection Law (the “Law”)**

The personal data that you voluntarily provide to the Bank are the property of the Bank. The Bank reserves the right to use it for the Bank's financial services and related products. Such information will be provided to any person under a duty of confidentiality to the Bank, including companies and affiliated business partners of the Bank. For access to or correction of data, please write to the Data Protection Officer of OCBC Bank (Macau) Limited No. 241 Avenida Almeida Ribeiro de Macau.

Note: By accessing this website and any of its pages, you signify your acceptance of these terms and conditions.