

ICBC Macau Visa MasterCard Credit Cardholder Agreement

Any of the ICBC(Macau) Visa and MasterCard credit cards including but not limited to Infinite Card, World Card, Platinum Card, Gold Card, Business Card, Classic Card and/or Co-branded Card(the "Card") issued by Industrial and Commercial Bank of China (Macau) Limited ("the Bank") to the applicant("the Cardholder") which expression should include the principal card applicant and those supplementary card applicant(s) who have applied for the Card and been approved at any time subject to the following terms and conditions , and to the provisions of the "Personal Data Protection Act - Personal Data Collection Statement" (the "Statement"), which shall form a part of this Agreement:-

1. The Card (including all supplementary Card(s), replacement or subsequently renewed Card(s)) is issued for use of, subject to the credit line extension in the account opened and maintained by the Bank in the name of the Cardholder ("Card Account"), in connection with facilities made available by the Bank from time to time at its absolute discretion including (a) the payment for any purchase of goods and/or services ("Card Transactions"), payment for which may be charged to the Card Account; (b) Automatic Teller Machine transactions ("ATM Transactions") in relation to the Cardholder's deposit or other account(s) with the Bank ("Bank Account") made by use of an ATM of the Bank or of any member institution of Visa, MasterCard Worldwide ("Member Institute") or of the member banks (Member Bank) of the Joint Electronics Teller Services Ltd. ("Jetco");and (c) Cash Advances and/or credit facilities, subject to any pre-arrangement required by the Bank. The Card is and will be, at all times, the Bank's property and must be surrendered by the Cardholder to the Bank immediately upon request by the Bank or its agent. The Cardholder also acknowledges that from time to time the Card may be withheld by the Bank at its sole discretion. In such circumstances, the Cardholder will not make any claims against the merchant and/or the Bank for any injury to persons or damage or loss of property or breach of peace or defamation arising from such withholding.
2. Upon receipt of the Card, the Cardholder must sign the Card immediately and such signature and/or use of the Card will constitute the Cardholder's consent to be bound by this Agreement and the Statement. The Bank may at its discretion issue supplementary Card(s) to any person or persons nominated as supplementary Cardholder(s). Both the principal Cardholder(s) and the supplementary Cardholder(s) shall be jointly and severally liable for use of all Cards issued whether their Card Accounts are combined or separated and for all amounts owed to the Bank pursuant to this Agreement. Each

party hereby expressly waives the benefit of exhaustion in accordance with and for the purpose of article 636 of Macau Civil Code. The terms and conditions set out in this Agreement shall also be binding on the supplementary Cardholder(s).

3. The Bank may, from time to time (in its discretion) request the Cardholder with additional documents for the purposes of determining, disclosing and/or reporting the Cardholder's status and/or exposure to any local or foreign person, entity or public authority, according to any local or foreign legal or regulatory provisions to which the Bank and/or its branches, offices, subsidiaries, associated and affiliated companies, its holding company, and any of its branches, or the Bank group's entities worldwide ("Bank Group Company") may be or become legally or voluntarily bound under any local or foreign law, rules, regulation, international convention, agreement or voluntary arrangement. The Cardholder agrees that failure to provide any such documents may result in the Bank's inability to provide or continue to provide any of or its services under this Agreement and/or in the Bank's decision to close any existing accounts Cardholder may have with the Bank.
4. The principal Cardholder and the supplementary Cardholder(s) shall be jointly and severally liable for all credit card facilities extended by the Bank in respect of the Card whether or not within the credit line and for all related costs, fees and charges hereunder, notwithstanding the termination of this Agreement. The Cardholder(s) and the supplementary Cardholder(s) shall stay within the applicable credit line set by the Bank and shall immediately make good any amount in excess of such credit line, whenever incurred, by payment to the Bank, whether or not a demand has been made by the Bank in connection therewith.
5. The Card is not transferable and may be used only by the Cardholder. The Card may not be pledged by the Cardholder as security for any purpose whatsoever. The Cardholder shall not use the Card for any unlawful purpose, including the purchase of goods or services, prohibited by local law applicable in the Cardholder's jurisdiction. The Bank shall not be responsible for any consequences from such illegal use. Nevertheless, it does not relieve the Cardholder's obligation to settle any sums outstanding with the Bank.
6. When the Card is used, the Cardholder shall sign sales slips with the signature appearing on the Card. Failure to do so will not relieve the Cardholder from liability for use of the Card. The Cardholder agrees that all Card Transactions are subject to the Bank's electronic records that shall be conclusive.

7. The Cardholder can use the Card at any Visa/MasterCard merchant outlet to obtain goods and/or services. The Bank shall not be responsible if the Card is not honoured at any of the aforesaid merchants for any reason whatsoever nor shall it be responsible in any way for the goods and/or services supplied by the merchants .Any complaints by the Cardholder against the merchant must be resolved by the two parties concerned and the existence of any claims or disputes between these two parties shall not relieve the Cardholder's obligation to settle any sums outstanding with the Bank. Any request by means of mail, telephone, facsimile, or Internet or through recurring payment arrangement made by the Cardholder to any merchant for the supply of goods or services to be charged to the relevant Card Account shall constitute authority for the Merchant to issue a sales slip for the amount to be charged and an acknowledgement that the sales slip, if endorsed "Mail / Telephone / Fax / Electronic Order" or "Recurring Payment", as the case may be, shall be deemed as having been duly signed by the Cardholder.

8. The Cardholder is required to abide by the following terms when using credit card for Installment Programme :
 - (a) Once the application for Installment Programme is accepted by the Bank, no cancellation or alteration can be made by the Cardholder.
 - (b) The acceptance of any application for the Installment Programme is subject to the final approval and at the absolute discretion of the Bank. The Bank can refuse the said application without giving any reasons.
 - (c) Once the application for the Installment Programme is approved, the Bank will reduce the available credit limit of the Cardholder's credit card account by the total amount of the Installment Programme.
 - (d) The first Installment and its handling fee will be billed immediately to the Cardholder's credit card account after the Bank's approval. The amount of each Installment and handling fee will be debited to the Cardholder's credit card account on a monthly basis and will appear as a transaction on the Monthly Statement. The Bank is authorized to debit the Cardholder's account for monthly installment notwithstanding any agreement to the contrary between the Cardholder and the Merchant.
 - (e) The balance of Installment due to rounding effect, if any, will be billed at the first Installment.
 - (f) The Cardholder shall make full settlement immediately for all outstanding balance of the Installment, if the Cardholder's credit card account is terminated by any reason whatsoever.

- (g) There is no product free trial period for all items (including product, service and training course) offered in the Installment Programme and all items offered in the Installment Programme cannot be returned for replacement.
 - (h) If the Cardholder cannot fulfill the obligation of payment for the Installment Programme, the Bank reserves the right to terminate the respective Card services.
 - (i) The Bank is neither the supplier of the product (including the warranty) nor the service provider and is thus not responsible for the quality of the product (including the warranty) and/or services so provided by the Merchant.
9. The amount of all Card Transactions, Cash Advances, annual fee, fees, costs, legal and financial charges (collectively referred to "Charges") will be charged to the Card Account in Macau Patacas (MOP). Any Card Transactions and/or Cash Advances which are effected outside Macau shall be posted to the Card Account after conversion into MOP on the date the item is received and/or processed at the rate of exchange determined by MasterCard/Visa Worldwide whereas such kind of foreign transaction is subject to a fee that are set out in the Bank Tariff which is available at the Bank's Branches and website.
10. The Bank will issue a statement ("Monthly Statement") to the Cardholder for each month during which there were debits or credits to the Card Account. The Cardholder shall verify the correctness of each and every entry made in the Monthly Statement received from the Bank and immediately inform the Bank in writing of any inaccurate entries. The records of transactions on the Monthly Statement shall be deemed to be conclusive and binding on the Cardholder for all purposes unless objection in writing thereto is received by the Bank within fourteen days from issuance of the Monthly Statement concerned. ATM Transactions other than Cash Advances and payments will not appear on the Monthly Statement but will appear on the monthly statement of the Bank Account concerned. The records of the ATM Transactions of the Bank and/or Member Bank/Member Institute shall be conclusive and binding on the Cardholder for all purposes.
11. (a) The Cardholder may obtain Cash Advances, in such amount(s) as may be acceptable to the Bank from time to time at its absolute discretion, by (i) presenting the Card at any branch of the Bank or of any Member Institute together with satisfactory evidence of his identity and signing the necessary transaction record; or (ii) using the Card in any ATM to which the Bank has arranged access (in which case the amount of each Cash Advance will be further subject to the availability of cash in the ATM and the applicable daily withdrawal limit).

(b) Finance charge will accrue on each Cash Advance and its corresponding Cash Advance fee from the date of the Cash Advance until repayment in full and the Cash Advance fee will be assessed on the amount of each Cash Advance and charged to the Card Account. The Cardholder shall be liable to all prevailing finance charge and Cash Advance fee that are set out in the Bank Tariff which is available at the Bank's Branches and website.

12. (a) Without prejudice to the Bank's right to demand immediate payment at any time, the Cardholder shall pay to the Bank the current balance specified in the Monthly Statement on or before the due date specified therein, unless the Cardholder chooses to pay a portion of the current balance in accordance with subparagraph (b) hereof. Subject to Clause 9(b), no finance charge will be charged on purchases shown on the Monthly Statement when the current balance thereof is paid in full not later than the due date.

(b) The Cardholder may choose not to settle the current balance in full, in which case the Cardholder must, on or before the due date specified in the Monthly Statement, pay each month an amount not less than the minimum payment which shall be determined by the Bank at its sole and absolute discretion provided that it shall be at least 5% of the current balance or MOP50 whichever is greater, plus any overdue amount and any amount in excess of the Cardholder's then current credit line. Should the Cardholder choose not to settle the current balance in full, a finance charge will be charged on all the daily outstanding balance of the Card Account (including but not limited to all transactions posted to the Card Account before or after the due date) retrospective from the respective posting date(s), instead of the due date, until the current balance is paid in full (including any period after the Bank has obtained a judgement). The finance charge will be calculated on the basis of a 365-day year.

(c) If the Cardholder fails to make the minimum payment in full by the due date, a late fee on the specified minimum payment will be charged to the Card Account.

(d) The Cardholder shall be liable to all prevailing finance charge and late fee that are set out in the Bank Tariff which is available at the Bank's Branches and website.

13. The Bank will consider payments to have been made when the relevant funds have been received for value by the Bank. Payments shall be applied in the sequence of towards interest billed; towards various service charges billed; towards cash statement balance and retail statement balance billed.

14. In addition to the fees and charges specified elsewhere in this Agreement and in the Bank Tariff, the following fees shall or may be payable by the Cardholder to the Bank in connection with the Card Account:

- (a) annual fee for the Card and for each supplementary Card;
 - (b) handling charge for a replacement Card;
 - (c) all actual costs, fees and expenses incurred by the Bank in connection with the Card Account; and for all credit card facilities granted by the Bank in respect of the Card and overlimit handling fee;
 - (d) service charge for each cheque paid or deposited into the Card Account which is not honoured or direct debit or autopay transaction which is returned unpaid;
 - (e) handling fee for each copy of a sales slip, or any other voucher, or a Monthly Statement (the release of which shall be at the Bank's sole discretion);
 - (f) service charge in relation to ATM Transactions for both accepted / rejected financial transaction and also non-financial transaction initiated at an ATM of Member Institute/Member Bank.
15. The Bank will issue a Personal Identification Number (PIN) to the Cardholder for the purpose of (i) effecting ATM Transactions or obtaining Cash Advances and/ or credit facilities on anyone of the ATMs accepted by Jetco ATM Network or installed by or belonging to any member of the Jetco ATM Network or any other ATM accepted by MasterCard and/or Visa Network(s); and (ii) obtaining goods and/or services at any Point of Sale terminals accepted by Jetco Network. At no time and under no circumstances shall the PIN be disclosed to any other person. The Cardholder shall be fully responsible for all transactions involving the use of the Card (including ATM Transaction, Cash Advance and other credit facilities) at any Network(s) as specified in this Agreement by any person whomsoever whether or not authorized by the Cardholder; whether or not the Cardholder has acted in good faith or has exercised reasonable care or due diligence in safeguarding the Card and the Cardholder's PIN and whether or not the Cardholder has notified the Bank or the police or other authorities of any loss or theft of the Card or disclosure of the PIN or provided the Bank or the police or other authorities with the information or assistance.
16. Subject to the Bank's approval, the Cardholder may arrange to use the Card to effect the ATM Transactions at the Jetco ATM Network or other Point of Sale terminals. The use of such facilities shall at all times be subject to all the terms and conditions of the "ATM Card" (i.e. the Bank's Jetco Card) governing and being in force at the time irrespective of the Cardholder's lack of actual notice or knowledge thereof and the Cardholder shall be absolutely bound thereby; a copy of which may be obtained by request.
17. The Bank shall not be liable for any consequences if the transactions involving the use of the Card at any Network as specified above are not honoured or operative for any

reason whatsoever or if there is any malfunction and/or failure of the ATMs.

18. (a) The loss or theft of the Card or the PIN must be reported immediately to the Bank's 24-Hour Hotline at (853) 889 95588 and subsequently confirmed in writing to the Bank's Card Business Department. The Cardholder will be responsible for all transactions incurred by the use of the Card or the PIN (including those through any ATM or point of sale terminal) by any person before written notice of the loss or theft has been received by the Bank's Card Business Department. Such Cardholder's liability, subject to the Bank's absolute discretion, however, may be discharged provided that the Bank is satisfied that the Cardholder has acted in good faith and with all reasonable care and diligence in safeguarding the Card or the PIN and in promptly reporting its loss to the Bank. The issuance of a replacement Card will be entirely at the Bank's discretion. The use of such replacement Card, if issued thence, by the Cardholder is also subject to the terms and conditions herein.

(b) Notwithstanding the foregoing, the Bank may at its sole and absolute discretion act on any oral notice or report of loss or theft of the Card or the PIN purportedly given by or on behalf of the Cardholder or anyone or more of them and any action so taken by the Bank shall not render the Bank howsoever liable to the Cardholder or otherwise discharge the liability of the Cardholder as provided above.

19. The Cardholder must notify the Bank promptly in writing of any changes in employment, his office or residential address and/or change in nationality/citizenship. If the Cardholder is absent from Macau for more than one month, the Cardholder shall leave clear and specific instructions to settle the Card Account with the Bank and shall advise such instruction to the Bank's Card Business Department prior to his departure.

20. In addition to any general right of set-off or other rights conferred by law or under any other agreement, the Bank may, at any time and without notice, combine or consolidate all or any account(s) of the Cardholder with the Bank including but not limited to all or any accounts of the Cardholder and the supplementary Cardholder(s) with the Bank (whether deposit, loan or of any other nature whatsoever and wheresoever whether subject to notice or not) and including any deposit(s) made by the Cardholder and the supplementary Cardholder(s) and set off or transfer any sums and deposits standing to the credit of any such account(s), in or towards discharge of all sums due to the Bank, including without limitation sums due pursuant to this Agreement, notwithstanding that such sums or deposits may not have then matured. For the avoidance of doubt, such sums or deposits shall only become repayable to the Cardholder and the supplementary

Cardholder(s) if and when all the obligations, liabilities and outstanding amounts due to the Bank by the Cardholder and the supplementary Cardholder(s) have been fully discharged.

21. (a) The Cardholder may at any time terminate this Agreement by a written notice to the Bank accompanied by the return of the Card and of any supplementary Card(s) both cut in half. The Cardholder or the supplementary Cardholder(s) may also terminate the use of a supplementary Card by a written notice to the Bank accompanied by the return of the supplementary Card cut in half. The Bank may also terminate this Agreement at any time by cancelling the Card with or without cause and without prior notice where it has cause to do so, and may list the number of such cancelled Card in its Cancellation Bulletin. For the avoidance of doubt, the Bank shall be entitled to terminate this Agreement upon giving of 14 days' notice where: (i) the Bank is required to do so in accordance with under any local or foreign legal or regulatory provisions to which the Bank and/or any Bank Group Company may be or become legally or voluntarily bound under any local or foreign law, regulation or voluntary arrangement; (ii) the Cardholder refuses to provide or update, upon request, any documents or information pursuant to Clause 3 of the Agreement; or (iii) the Cardholder refuses, withholds or withdraws any of the consents and/or representations made to the Bank under the Agreement, including, but not limited to the consents set out in Clause 23 and Clause 24 of the Agreement and in the Statement that is a part of this Agreement. Upon the termination of this Agreement for any reason whatsoever, the cancelled Card must be surrendered to the Bank and the whole of the outstanding balance on the Card Account together with the amount of any outstanding card transactions effected but not yet charged to the Card Account will become immediately due and payable in full. In the event the Cardholder defaults in payment, becomes bankrupt, insolvent, passes away or when the whereabouts of the Cardholder becomes unknown to the Bank due to any cause attributable to the Cardholder, the Cardholder or his estate shall be responsible for settling such amount outstanding immediately and shall indemnify the Bank fully for legal fees and other related costs incurred in this connection. The Bank also reserves its right to impose finance charge at its prevailing rate pending repayment in full by the Cardholder.
- (b) In the event of the death of the Cardholder, the Cardholder's estate shall be responsible for all transactions effected by the use of the Card by any person with or without authority of the Cardholder, his estate or his personal representatives (as the case may be). In addition, the Bank has the prior lien on deducting the outstanding balance of the Card Account from all or any Cardholder's account(s) maintained in the Bank irrespective of such account balance being part of the Cardholder's estate. The Cardholder's estate shall also be responsible for all consequences arising from the

Cardholder's personal representative's default or inaction (including the risk of the Card coming into the possession of any unauthorized person) and shall indemnify the Bank against any losses, damages, costs and expenses thereby incurred.

(c) Upon termination of the Card by the Cardholder or by the Bank, the Cardholder shall forthwith terminate any and all arrangements which are authorized or set up with any third party(ies) for regular/ recurring payments charged to the Card. Notwithstanding any revocation, surrender or non-renewal of the Cards, the Cardholder shall remain liable for all transactions so authorized by the Cardholder, whether posted or not to the Card account, prior to the completion of such revocation, surrender or non-renewal of the Cards.

22. The Bank may renew the Card(s) at its discretion unless written notice to the contrary is given by the Cardholder to the Bank at least one month prior to their expiry. A renewal Card will normally be issued prior to the expiry date of the Card. The Cardholder must inform the Bank if a Pre-issue Mailer has not been received by the last expiry date.
23. The Cardholder consents to the Bank's disclosure and transfer, in strict confidence and with reasonable care, of any information provided to the Bank regarding the Cardholder or the Card Account, to any third parties, including, but not limited to local or foreign public or private entities, authorities or regulators, any debt collecting agency, as the Bank shall consider necessary or appropriate, for the purposes of complying with any disclosure and/or reporting duties under any local or foreign legal or regulatory provisions to which the Bank and/or any Bank Group Company may be or become legally or voluntarily bound under any local or foreign law, regulation or voluntary arrangement, as well as for the purposes set out in the Statement. The Cardholder further waives the Bank's secrecy duties under the Macau Financial Systems Act (Decree-Law No. 32/93/M) regarding this disclosure. The Bank shall be entitled to obtain information related to the Cardholder and/or verify the information given by the Cardholder from any source it may deem fit.
24. The Bank may be required to effect withholdings of amounts over payments or balances from the Card Account in accordance with any local or foreign legal or regulatory provisions to which the Bank and/or any Bank Group Company may be or become legally or voluntarily bound under any local or foreign law, regulation or voluntary arrangement. The Cardholder hereby expressly consents to any such withholdings to the extent that they are determined to apply to the Cardholder further to the review of the documentation they are required to provide under Clause 3 of this Agreement, the disclosure of Cardholder information in accordance with Clause 23 of this Agreement or

to reasonable endeavors made by the Bank in this respect.

25. (a) The Bank shall be entitled to employ any third party debt collecting agencies and/or institute legal proceedings, at any time without prior notice to the Cardholder, to collect any or all sum due but unpaid by the Cardholder. The Bank shall not be howsoever liable or responsible (whether in contract or tort) for any default, negligence, act, misconduct and/or deeds of such agency and/or institution.
(b) The Cardholder shall indemnify the Bank in respect of:
 - I. all legal costs and expenses reasonably incurred by the Bank in enforcing payment of the debts due from the Cardholder to the Bank,
 - II. and all costs and expenses reasonably incurred by the Bank in relation to the appointment of debt collection cost recoverable against the Cardholder that shall in normal circumstances not exceed 30% of all the sums due to the Bank by the Cardholder.
26. In pursuance of the "Personal Data Protection Act" (Act 8/2005) of the Macau Special Administrative Region, a "Personal Data Collection Statement" is to be issued to the Cardholder together with the new Card for perusal.
27. Any notice given by the Bank shall be deemed to be received by the Cardholder the next day following the day such notice is mailed to the address of the Cardholder last known to the Bank.
28. In case of Visa Infinite Card, Visa Platinum Card, Visa Gold Card, Visa Business Card, World MasterCard, Platinum MasterCard and Gold MasterCard, the Bank may from time to time arrange for insurance benefits to all Cardholders, their spouses and dependant children under 23 years of age. The Bank may from time to time arrange for Worldwide Emergency Assistance Plan to Visa Infinite Card Cardholders. It is expressly understood that the Bank should not be held responsible or liable for loss and damages suffered by the Cardholders, their spouses and dependant children aforesaid. The Bank may amend any terms and conditions of the policy and/or the respective plan upon written notification of change from the insurer and the vendor. For the purposes of this section the Bank shall not be deemed as the insurer/vendor or any agent of the insurer/vendor.
29. In case there are credit balance(s) remaining after the Card Account is closed, the Cardholder shall make appropriate arrangement with the Bank and collect the remaining credit balance(s) within three months from the date when the Card Account is closed.

Should the Cardholder fail to do so within the specified period as stated above, the Bank shall have the right to absolutely forfeit the remaining credit balance(s) (irrespective of the amount of their value) and the Cardholder shall be deemed to have given consent to the Bank to do so.

30. The Bank shall not be liable if it is unable to perform its obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmission link or to any industrial dispute or anything beyond the control of the Bank, its agents or sub-contractors. The Bank may delay enforcement of its rights under this Agreement to which such delay does not constitute any waiver of the Bank in this respect.
31. The Bank reserves the right to alter and amend any fees or charges and also the terms and conditions stipulated in this Agreement from time to time with prior notice to the Cardholder in any manner the Bank deems appropriate, irrespective of whether the Cardholder has actual notice or knowledge thereof. Such notice to the Cardholder shall be deemed notified to the supplementary Cardholder(s). By using/keeping the Card thereafter, the Cardholder shall be deemed to have accepted and agreed to such changes unless the Card is returned to the Bank for cancellation prior to the date such alteration shall have effect.
32. In this text, words importing the masculine gender shall include the feminine gender, and words in the singular number shall include the plural number and vice versa.
33. This Agreement shall be enforceable in Macau Special Administrative Region and/or Hong Kong Special Administrative Region and/or any place where the Cardholder or his assets may be found.
34. This Agreement shall be subject to the laws of Macau Special Administrative Region. Any matter not stated herein shall follow and comply with the laws of Macau SAR, PRC. For any legal proceeding for resolving disputes between the Bank and the Cardholder in relation to the terms of this Agreement, it will be subject to the exclusive jurisdiction of the Macau court.
35. In the event of any discrepancy in respect of meaning between the Chinese version and the English version of this Agreement, the Chinese version shall prevail.

(Revised 07 2017)