

## **ICBC Macau UnionPay Dual Currency Credit Cardholder Agreement (With Electronic Cash)**

Any of the ICBC (Macau) Union Pay Dual Currency credit cards, including but not limited to Diamond Card, Platinum Card, Gold Card, Classic Card, Business Card and /or Co-branded Card regardless of with or without Electronic Cash ("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)) and / or Electronic Cash (if applicable) 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 China UnionPay Company Ltd. ("UnionPay") ("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). If the Cardholder applies for the chip Card with Electronic Cash that is applicable to contactless offline retail transaction, the Cardholder(s) should request the Bank for activating the said function. Meanwhile the Cardholder(s) should pre-set an desired amount for the Electronic Cash subject to a maximum of MOP/RMB1,000 each.

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 Bank may from time to time (in its discretion) determine the credit line and/or cash advance limit and/or the daily cash advance limit in respect of any Card issued by the Bank to the Cardholder. The 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. The Cardholder shall also observe all the laws and regulations from time to time in operation in any other country or district in relation to any Card transaction conducted with the Card in such other country or district.

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. For Electronic Cash transactions, no verification through the PIN or the Cardholder's signature will be processed since Electronic Cash transactions are deemed to be conducted by the Cardholder. The Cardholder should be liable for all loss arising from improper storage of the chip Card (including but not limited to loss or theft, etc.). The Cardholder acknowledges and commits not to refuse any payment for the transactions that have already been effected, save for the Bank's manifest error in relation to legal and regulatory issues. 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 UnionPay 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. (a) The Card is denominated in both Macau Patacas (MOP) and Renminbi (RMB). All Card transactions effected in MOP will be posted to the Card Account as the currency of MOP. All Card transactions effected in currencies other than MOP or RMB will be posted to the Card Account after conversion into MOP at the prevailing rate of exchange determined by reference to the rate of exchange adopted by UnionPay on the date of conversion plus a handling fee (if applicable) charged by the Bank as set out in the Bank Tariff.
- (b) Subject to Clause 7(c), all Card transactions effected in RMB will be posted to the Card Account as the currency of RMB.
  - (c) Certain Card transactions effected in RMB may be posted to the Card Account as the currency of MOP due to the settlement arrangement if the Card transactions are processed by the merchant establishments or financial institutions in MOP, including

but not limited to the Card transactions incurred through cash advance in RMB effected at the Jetco ATM.

10. (a) 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.  
(b) Monthly Statement shall show, inter alia, the Current Balance and the minimum payment and the due date of the Card transactions so posted to the Card Account in MOP and RMB respectively, except where there is no new Transaction since the last statement.
11. 10. (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 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 MOP/RMB50 whichever is the 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) When the Cardholder settles the Card transactions posted to the Card Account in MOP, the payment will be made in MOP subject to the Bank's discretion to accept payment in other currencies. Should the Bank accept payment rendered in currencies other than MOP, such payment may be credited to the Card Account after conversion into MOP at a rate determined by the Bank. Any excess payment in settlement of the Card transactions in MOP shall not be used to settle the outstanding balance in RMB of the Card Account subject to Clause 10(e).

(d) When the Cardholder settles the Card transactions posted to the Card Account in RMB, the payment will be made in RMB subject to the Bank's discretion to accept payment in other currencies. Should the Bank accept payment rendered in currencies other than RMB, such payment may be credited to the Card Account after conversion into RMB at a rate determined by the Bank. Any excess payment in settlement of the Card transactions in RMB shall not be used to settle the outstanding balance in MOP of the Card Account subject to Clause 10(e).

(e) The Bank shall have the right (in its absolute discretion) to refuse the payment of any sum of money into the Card Account in excess of the current balance of the Card Account. In the event there is any excess fund in the Card Account, the Bank shall be entitled but not obliged to apply the same towards repayment of any outstanding balance of the Card Account as and when it arises.

13. (a) 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.
- (b) 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.

14. 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.
  
15. 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 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.
  
16. The Bank will issue a Personal Identification Number (PIN) to the Cardholder for the purposes 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 UnionPay 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.



17. 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.
18. 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.
19. (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(except for Electronic Cash, report loss of which is not acceptable by the Bank). The Cardholder will be liable for all payments 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. The Cardholder is also responsible for all transactions incurred before the Bank has received report loss of the Card. 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.
20. 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.
21. 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.

22. (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. Upon termination of this Agreement, the Electronic Cash balance should be zero. Should the Electronic Cash balance not be zero due to the Cardholder's reason (including but not limited to loss or theft, etc.), then the Cardholder must be responsible. 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.

(d) Cancellation of Electronic Cash Account should be in accordance with the terms in relation to such cancellation as stipulated in the UnionPay Dual Currency Credit Card Cardholder Agreement (Supplementary) (With Electronic Cash).

23. 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.
24. 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.

25. 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.
26. (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, and ;
  - II. all costs and expenses reasonably incurred by the Bank in relation to the appointment of debt collection cost recoverable against the Cardholder shall in normal circumstances not exceed 30% of all the sums due to the Bank by the Cardholder.
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 UnionPay Dual Currency Diamond Card, UnionPay Dual Currency Platinum Card, UnionPay Dual Currency Gold Card, the Bank may from time to time arrange for insurance benefits to all Cardholders, their spouses and dependant children under 23 years of age. 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 upon written notification of change from the insurer. For the purposes of this section the Bank shall not be deemed as the insurer or any agent of the insurer. The Bank is not obliged to make the arrangements described in this Article, and will not be liable for failure to make arrangements or for delays, changes, cancellations, etc. of such arrangements.

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 Special Administrative Region. 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.

(06/2022 Version)

**Attachment - UnionPay Dual Currency Credit Card Cardholder  
Agreement (Supplementary)  
(With Electronic Cash)**

Any of the credit cards, namely ICBC (Macau) UnionPay Dual Currency Diamond Card, UnionPay Dual Currency Platinum Card, UnionPay Dual Currency Gold Card, UnionPay Dual Currency Classic Card, and/or UnionPay Dual Currency Co-branded Card ("the Credit Card / the Card"), issued by Industrial and Commercial Bank of China (Macau) Limited ("the Bank") to the applicant ("the Cardholder"), including the principal card applicant and those supplementary card applicant(s) who have applied for the Credit Card and have been approved by the Bank at any time, are subject to the Bank's "UnionPay Dual Currency Credit Card Cardholder Agreement (With Electronic Cash)" and the following terms and conditions of this Supplementary Agreement:-

1. Terms and Definitions

Based on the application of Credit Limit for low-value payment, the terms and definitions are specified below:

(a) Electronic Cash (also "E-Cash")

means the function of applying Credit Cards' Credit Limit for low-value payment .

(b) Electronic Cash Balance

means the account balance that can be used by the cardholder for Electronic Cash in accordance with the offline retail transactions/payment system.

(c) Electronic Cash Limit

means the maximum account balance set by the Bank and available for Cardholder's Electronic Cash retail transaction/payment.

(d) Loading

means the process of increasing Electronic Cash Balance of the Credit Card. Electronic Cash Balance after loading cannot exceed the Electronic Cash Limit.

(e) Unloading

means the process of reducing Electronic Cash Balance of the Credit Card to zero. The result of unloading is to transfer any remaining balance in the Electronic Cash account to the respective Credit Card account.

2. Applicability

(a) The application of Dual Currency Credit Card with Electronic Cash requires a linkage between Credit Card account and Electronic Cash account.

(b) Electronic Cash accounts can be Macau Patacas (MOP) Electronic Cash account and

Renminbi (RMB) Electronic Cash account.

- (c) Each Credit Card contains a maximum of MOP/RMB 1,000 Electronic Cash Limit for each currency. The Cardholder's name is not indicated, report loss or PIN verification is not applicable and no signature is required for Electronic Cash retail transaction/payment.

### 3. Functions

- (a) Credit Card with Electronic Cash account provides the functions of loading, spending and balance enquiry.
- (b) The means of loading of Electronic Cash in the account include manual loading and automatic loading. Cardholder can give instruction to transfer the Credit Limit of the Credit Card to Electronic Cash account over the counters at any of the Bank's branches for manual loading. If the Cardholder has applied for automatic loading, it means that the Cardholder agreed to trigger automatic loading when Electronic Cash Balance has reached the minimum level, as assigned by the Cardholder, and the pre-set loading amount will be transferred from the Credit Limit of the Credit Card account to the Electronic Cash account upon next online retail transaction of the Credit Card (subject to available Credit Limit). Such process is only applicable for MOP limit automatic loading. The Electronic Cash Limit for each Credit Card cannot exceed MOP/RMB1,000 for each currency.
- (c) PIN verification and the Cardholder's signature are not required for Electronic Cash retail transactions/payment. The transaction will be failed or rejected if the amount of offline retail transactions/payment amount exceeds Electronic Cash Balance, or if exceeds manual loading's Electronic Cash Limit or if exceeds automatic loading's Electronic Cash Limit.
- (d) The Cardholder can check the information of Electronic Cash account and the last 10 transaction records through the Bank's branches. The transaction records include loading, unloading and offline retail transactions/payment.

### 4. Report Loss

- (a) In accordance with Clause 17 of "UnionPay Dual Currency Credit Card Cardholder Agreement (With Electronic Cash)", in relation to the matter of Report Loss, it is only applicable for Credit Card Account. Electronic Cash is identical to cash, and so Report Loss of Electronic Cash will not be accepted. The Cardholder should bear the responsibility for all of the financial losses arising from any problem in safeguarding the security of the Credit Card (including but not limited to loss or theft, etc.).
- (b) The procedure for Report Loss of the Credit Cards (with Electronic Cash function) is



the same as the existing procedure for Report Loss of Credit Cards (without Electronic Cash function).

5. Card Replacement

- (a) The Cardholder can apply for Card replacement after reporting Loss of the Card. The information of Credit Card account and Electronic Cash account will be transferred to the new Card issued by the Bank (except for Electronic Cash Balance). The Cardholder will be liable for all Electronic Cash retail transactions/payment (incurred by the application of the Electronic Cash) before Report Loss and is also responsible for all transactions/payment incurred by any person and subsequent unauthorized transactions/payment for such Card of Report Loss. The Bank reserves the right to request the Cardholder to be liable for the Electronic Cash transactions/payment before the Credit Card is being replaced.
- (b) The Cardholder can apply for Card Replacement when the chip of the Electronic Cash cannot or unable to be read, or when it is malfunctioned or damaged. The Cardholder is required to return the damaged Card and the Electronic Cash Balance, if any, will be transferred to the Credit Card account of the replacement Card in accordance with the Bank's stipulated time frame. All Card transactions are subject to the Bank's records that shall be conclusive.
- (c) Electronic Cash Balance of the replacement Card will be zero. The Cardholder is thus required to conduct loading for the replacement Card again to activate the Electronic Card retail transactions/payment.


6. Cancellation of Electronic Cash Account

- (a) To cancel the Electronic Cash function of the Credit Card, the Cardholder is required to submit application over the counter in any of the Bank's branches. If the Cardholder applies to cancel the Credit Card with Electronic Cash, the Credit Card has to be returned for cancellation. In either case, the Cardholder shall be responsible to settle all transactions in relation to Credit Card payment or Electronic Cash payment, before Electronic Cash function or Credit Card with Electronic Cash is officially terminated. All Card transactions are subject to the Bank's records that shall be conclusive.
- (b) The Cardholder may apply to unload Electronic Cash Balance to zero thus enabling the Cardholder to stop using the function (which will remain). The Cardholder may however reactivate Electronic Cash function after loading Electronic Cash in the account.
- (c) If the Cardholder requests to terminate Credit Card with Electronic Cash, with the chip cannot or unable to be read because it is malfunctioned or damaged, the Cardholder

shall still be responsible for all transactions incurred before written notice of termination is received by the Bank. The Credit Card will be terminated upon settlement of Credit Card and Electronic Cash transactions. All Card transactions are subject to the Bank's records that shall be conclusive.

(d) If the Cardholder terminates the Credit Card with Electronic Cash due to Report Loss, the Cardholder will be liable for any transaction/ payment in relation to Electronic Cash Balance, as well as all transactions/payment incurred before written notice of the loss or theft is acknowledged by the Bank, whereas the remaining Electronic Cash will not be able to unload. The Credit Card will be terminated upon settlement of all transactions under the Credit Card account.

7. Electronic Cash Spending

(a) The Cardholder may use the Credit Card at any Point of Sale terminal or POS terminal affixed the logo  in Macao, Hong Kong or Mainland China, having priority of offline retail transaction/payment method to complete the transaction/payment. All Credit Card transactions/payment will be posted to the corresponding currency Electronic Cash account. There are three scenarios for the Electronic Cash transactions/payment as shown below:

Scenario	Currency of the Terminal	Posted Currency of Electronic Cash
1	RMB	RMB
2	HKD & other foreign currency	MOP (via foreign currency conversion)
3	MOP	MOP

(b) Foreign Currency Conversion

Electronic Cash is settled in both MOP and RMB. All Electronic Cash transactions/payment effected in MOP will be posted to the Credit Card account in MOP; all Electronic Cash transactions effected in RMB will be posted to the Credit Card account in RMB; all Electronic Cash transactions effected in currencies other than MOP or RMB will be posted to the Credit Card account after conversion into MOP at the prevailing rate of exchange determined and by reference to the rate of exchange adopted by China UnionPay Co. Ltd. on the date of conversion.

(c) Reversal of Transaction

The reversal of Electronic Cash transaction must be operated at the original terminal in which the said transaction is processed. For any reversed transaction, the amount of Electronic Cash transaction/payment will not be restored in the Electronic Cash Balance but only be restored in the record of the off-line pre-authorized register and the Credit Card Balance will be adjusted accordingly.

8. Supplementary Provision

In the event of any discrepancy in respect of meaning between the Chinese version and the English version of this Supplementary Agreement, the Chinese version shall prevail.

(06/2022 Version)

電子現金自動充值服務更改協議書

Electronic-Cash Automatic Loading Service Application Form

日期 Date: \_\_\_\_\_

致: 中國工商銀行(澳門)股份有限公司, 銀行卡業務部

To: Industrial and Commercial Bank of China (Macau) Limited Card Business Department

本人 \_\_\_\_\_, 卡號 \_\_\_\_\_, 聯絡電話: \_\_\_\_\_

欲申請以下的電子現金自動充值服務:

I, \_\_\_\_\_, Card No. \_\_\_\_\_, Contact No. : \_\_\_\_\_

, would apply for the following Electronic-Cash Automatic Loading Service:

請於適用的地方填上 (✓) 號。

Please tick (✓) where appropriate.

<input type="checkbox"/> 自動充值功能 / Automatic Loading	
本人(等)同意 <input type="checkbox"/> 增加 <input type="checkbox"/> 更改 <input type="checkbox"/> 刪除 當電子現金餘額達到指定之最少	
I agree to <input type="checkbox"/> activate <input type="checkbox"/> change <input type="checkbox"/> cancel the automatic up, Loading of the Credit Card	
account Credit Limit of	
餘額時, 從本卡之信用額度自動劃入電子現金帳戶。	
Electronic-Cash account, when the Electronic Cash Balance reaches the minimum level.	
澳門幣電子現金 MOP E-Cash	<input type="checkbox"/> 觸發自動充值最少餘額 _____ Minimum Electronic Cash Balance Level to trigger Automatic Loading
	<input type="checkbox"/> 每次自動充值金額 _____ Automatic Loading Amount
備註 Remark :	
1. 每天自動充值次數不限。 The time for Automatic Loading per day is unlimited.	
2. 自動充值功能只適用於澳門幣電子現金、並在工銀澳門的銷售終端機(POS)以插卡聯機交易方式進行。 The Automatic Loading is applicable to the uploading Electronic-Cash in MOP only and it shall be processd through ICBC (Macau) POS Terminal online (subject to the available Credit Card Limit).	
3. 每張卡片內電子現金餘額上限為澳門及人民幣各 1,000 元 (含)。 The account balance for Eaxh Credit Card with Electronic Cash may not exceed a maximum of MOP/RMB1,000 Electronic Cash for each currency.	
4. 自動充值服務只適用於本信用卡; 補換卡後, 持卡人需重新辦理此項服務。 Automatic Loading Service is only applicable to current credit cards. Cardholder shall have to re-apply for this service after card replacement.	

本人已閱讀並同意銀聯雙幣信用卡持卡人合約 (補充) (電子現金)的條款及細則。

I have read and agreed to the UnionPay Dual Currency Credit Card Cardholder Agreement (Supplementary) (With Electronic Cash) terms and conditions.

\_\_\_\_\_  
持卡人簽署  
Cardholder's Signature

s.v.

For Bank Use Only				
For Branch				
Branch	Maker	Checker	Input by	Check by

