

### ICBC Credit Card

### ICBC Visa / MasterCard Credit Card User Guide



Welcome Message

Distinguished ICBC Visa/MasterCard Credit Card Cardholders,

Thank you for choosing ICBC Visa/MasterCard Credit Card!

Your choice and trust is the source which keeps driving the growth of our brand. We will constantly strive to improve the quality services of Visa/Master Credit Card and offer you safer and more convenient, efficient and sophisticated credit card services to show your prominence and witness your extraordinary achievements!

To help you know more about your Visa/MasterCard Credit Card, we hereby present our elaborately prepared ICBC Visa/MasterCard Credit Card User Guide. Please refer to this Guide for details prior to use. Enjoy your time with Visa/MasterCard Credit Card!

ICBC (Macau)

#### Content

Introduction
[Check the information]4
[Sign for verification]4
[Activate the card]4
[PIN code]4
Payments and Withdrawals
[Easy payments]5
[Convenient withdrawals]5
Account Management
[Combined Credit Limit]6
[Statement date, final payment due date and maximum period of interest-free repayment]6
[Multi-channel bill customization]
[Flexible repayment options]7
Card Management
Card Management
[Card loss]7
[Card loss]
[Card loss]
[Card loss]
[Card loss]7[Card damage]8[Card retaining]8[Card expiry]8[Supplementary card application]9
[Card loss]
[Card loss]
[Card loss]7[Card damage]8[Card retaining]8[Card expiry]8[Card expiry]9[Emergency card application]9[Emergency card replacement]9Safety management9[ICBC SMS alert service]9
[Card loss]7[Card damage]8[Card retaining]8[Card retaining]8[Card expiry]8[Supplementary card application]9[Emergency card replacement]9Safety management9[ICBC SMS alert service]9[24/7 consumption monitoring]9



### Introduction

ICBC Visa/MasterCard Credit Card is a classiest credit card jointly launched in Macau by ICBC and Visa/MasterCard Worldwide that meets the EMV standard. The EMV chip has greatly enhanced card safety.

Follow the steps below after you receive your Visa/MasterCard Credit Card:

#### [Check the information]

Please check the spelling of your name embossed on the front side, and call the ICBC Service Hotline on (853) 889 95588 if any error is found. We'll take care of all your needs promptly.

#### [Sign for verification]

To ensure the security of your card, please sign on the signature panel at the back of your Visa/MasterCard Credit Card upon reception immediately if the information embossed on the card is correct. Please keep it safe and do not allow anyone else to use it.

#### [Activate the card]

After receiving the card, we will activate the card for you to enable it. After activation, you can immediately use it for purchase and cash withdrawal without any other operations, which is quick and convenient and give you maximum 56 days of interest-free repayment period on purchases.

#### [PIN code]

After receiving your card and activated, your credit card PIN will be mailed to your credit card billing address. You can reset your credit card PIN code through ICBC branches with your ID card and Visa/MasterCard Credit Card if not received the PIN. You can change your PIN code on ICBC ATMs within Macau.

Generally, a purchase transaction with Visa/MasterCard Credit Card is authorized by



signature of the cardholder without PIN code; PIN code is only needed for transactions made in certain areas overseas. Merchants would settle the transaction directly without PIN code.

#### **Payments and Withdrawals**

[Easy payments]

We provide you with simple and convenient payments and infinite fun of online shopping!

Your Visa/MasterCard Credit Card can be swiped for purchases at merchants with VISA /MasterCard mark worldwide. It also supports the online payment for all online platforms with VISA /MasterCard mark worldwide. You can fully enjoy the fun of online shopping without going outside.

★Tips: Making overseas online transactions involves certain risk. Please call the ICBC Customer Service Hotline on (853) 889 95588 to temporarily suspend the transaction service once the transaction is completed.

[Convenient withdrawals]

- Cash advance: You can conveniently withdraw Macau Pataca in Macau or local currencies outside Macau from your Visa/MasterCard Credit Card at any ATMs with Visa/MasterCard, PLUS or JETCO marks, or at ICBC branches, or other banking outlets with Visa/MasterCard mark outside Macau.
- ★ Tips: For each cash advance transaction, you will be charged relevant financial fees. You can contact ICBC Customer Service Hotline on (853) 889 95588 to enquire about transaction records at any time.
- Cash withdrawal from savings account: If there is a savings account linked to your Visa/MasterCard Credit Card, you can withdraw cash from your savings account at any ATM with Jetco mark. Cash withdraw within Macau without any



handling fee.

#### Account Management

#### [Combined Credit Limit]

In order to enhance the usage convenience of our cardholders, we wish to advise you that we have adopted "Combined Credit Limit" to your Credit Card accounts (also applicable to Dual Currency Credit Card). As such, both your principal card and supplementary card (if any) will use the same Limit accordingly.

[Statement date, final payment due date and maximum period of interest-free repayment]

Your Visa/MasterCard Credit Card account has been assigned a date of statement balance, also known as statement date, which indicates the date of monthly statement issued by ICBC. Each monthly statement would display recorded transactions from the statement date of previous month to the date of current statement, for example, the monthly statement ended on Sept. 10 would display recorded transactions from Aug. 11 to Sept. 10; and the due repayment date is the payment due date for customer. No interest will be charged if all balances of the current month are fully repaid on or before the payment due date. Interest-free repayment period refers to period from the transaction date through the date of monthly statement and to the final payment due date.

#### [Multi-channel bill customization]

After each statement date, we'll present you with detailed accounts of the previous month to give you a clear look at your transactions and free you from mind-boggling transaction records and put your at ease when making purchases with your Visa/MasterCard Credit Card. We also prepare a wide range of channels to check detailed statements for you:

- Channel 1 paper statements: We will mail paper statements to the billing address you provided.
- Channel 2 Mobile Banking : You can download our Mobile Application "ICBC Macau Mobile Banking – International Edition" form your smartphone and click

"Credit Card Statement" function, input your credit card number, select the ID Type, input your ID No. and input the SMS Verification Code. You can inquire your currently credit card statement.

- Channel 3 e-banking: If you are a user of ICBC e-banking, you can enquire about detailed transaction information through our portal website.
- Channel 4 You can contact ICBC Customer Service Hotline on (853) 889 95588 to enquire about transaction records at any time

#### [Flexible repayment options]

Our ICBC branches can be easily found across Macau. Besides, to facilitate convenient and fast repayment, we offer you flexible and comprehensive options of repayment.

You can choose any of the following repayment modes:

- Payment at branches
- Cheque Payment by mail
- Autopay
- ATM transfer
- JET Payment
- ICBC (Macau) phone banking service
- ICBC (Macau) e-Banking service

#### **Card Management**

Please keep your card properly. Do not keep it with your ID card or PIN code; check your card periodically to ensure it is in your possession; do not allow anyone else to use it; keep your card and the magnetic stripe safe, avoiding snap or damage of the card or scratch of the magnetic stripe. Please note that mobile phones are possible causes of the magnetic stripe malfunction. Kindly avoid placing them together.

[Card loss]



If you inadvertently get your Visa/MasterCard Credit Card lost, please call the ICBC Customer Service Hotline on (853) 889 95588 to declare card loss; after going through the formalities, the reporting will become effective immediately. Upon confirmation that your Visa/MasterCard Credit Card is loss, we will replace it with a new card to avoid any inconvenience it might cause.

#### [Card damage]

In case that your Visa/MasterCard Credit Card can't be used due to damage, please immediately apply for card replacement by contacting ICBC Customer Service Hotline on (853) 889 95588.

#### [Card retaining]

When using the Visa/MasterCard Credit Card on ATMs, the following reasons would result in card retaining.

- 1. Entering incorrect PIN code for consecutive three times;
- 2. Left your card in the ATM for 30 seconds after the transaction is completed;
- 3. Magnetic stripe malfunction;
- 4. The card expires;
- 5. Technical hitch;
- 6. The card account has experienced abnormal movements.

Whenever and wherever your Visa/MasterCard Credit Card is retained in an ATM, please immediately apply for card replacement by calling the ICBC Customer Service Hotline on (853) 889 95588.

When the card is retained in an ATM overseas, you can contact the ATM owner bank for help, or apply for a new card through ICBC Customer Service Hotline (853) 889 95588.

#### [Card expiry]

The maximum period of validity of your Visa/MasterCard Credit Card is 5 years (typically no more than 5 years), and the expiry date (MM/YY) is printed on the front side of the card.



Prior to the expiry of your Visa/MasterCard Credit Card, we will mail the notification to you for card collection.

In case that you do not receive a new card after your Visa/MasterCard Credit Card expires, please immediately call ICBC Customer Service Hotline on (853) 889 95588 for card renewal.

#### [Supplementary card application]

You can apply for a supplementary Visa/MasterCard Credit Card for your parents, spouse or children aged 16 or above who have full civil competence. The supplementary card belongs to the same category as the principal card, and its credit limit can be freely adjusted.

#### [Emergency card replacement]

Anytime or anywhere your Visa/MasterCard is lost or damaged but you need to use the Card, please immediately call ICBC Customer Service Hotline on (853) 889 95588 for report loss or card replacement.

#### Safety management

#### [ICBC SMS alert service]

ICBC (Macau) offers SMS alert service for you. When a change occurs on the balance of your Visa/MasterCard Credit Card, we will send a SMS to the phone number you provided in advance to allow you immediate track of your card transactions. Of course, you also have the option of setting the minimum transaction amount to trigger the SMS alert service so as to meet all your different demands to the greatest extent.

 $\bigstar$  Tips: This service is only applicable to mobile numbers registered in Macau.

[24/7 consumption monitoring] In order to guarantee the safety of your Visa/MasterCard Credit Card, we will confirm



any abnormal transaction by texting you or making a phone call to prevent any risk, doubling the security of your Visa/MasterCard Credit Card transactions.

[Smart chip technology]

Visa/MasterCard Credit Card is planted with a smart chip to provide you infinite security and enjoyment of convenience during purchases.



### Attachment1 – The Personal Data Protection Act – Personal Data Collection Statement

This Personal Data Collection Statement ("this Statement") is made by Industrial and Commercial Bank of China (Macau) Limited and its branches, offices, subsidiaries in Macau ("the Bank") in accordance with the Personal Data Protection Act (Act 8/2005) of the Macau Special Administrative Region ("the Act"). The Statement is intended to notify customers and various other individuals why personal data is collected, how it will be used and to whom data access requests are to be addressed.

1. In this Statement, the following definitions shall apply:

"Account Information" means any information in relation to the account(s) opened in the Bank or any Bank Group Company, including the account balance, account value, account number, contributions paid to the account, withdrawals from the account, interests in assets (including securities provided by Connected Person to obtain financing to Connected Person or third parties) held at the Bank or any Bank Group Company, attributable to the Connected Person.

"Authority" means any judicial, administrative or regulatory body, any government, or public or government agency, instrumentality or authority, any domestic or foreign tax, revenue, fiscal or monetary or other authorities, court or law enforcement body, or any agents thereof, having jurisdiction over the Bank and the Bank Group.

"Controlling Person" generally means any individual who exercises control over an entity and includes any person in equivalent or similar positions of control.

"Connected Person" includes: the customer and in case that it is a corporate entity, its Substantial Owners and Controlling Persons.

"Personal Data" means any data relating to an individual (and corporate entities, in those countries where data privacy law applies to corporates), from which the individual can be identified, including, without limitation, sensitive personal data, tax and/or Account Information.

"Substantial Owner" means any individual or individual shareholder of an entity entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

"Tax Information", in respect of a Connected Person, means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to the tax status of the Connected Person (regardless of whether the Connected Person is an individual or business, non-profit or other corporate entity) and any owner, Controlling Person, Substantial Owner or beneficial owner of the Connected Person, that the Bank or any Bank Group Company considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with the Bank or any Bank Group Company's obligations to any Authority. Without prejudice to the above provisions:

- where the Connected Person is an individual, "Tax Information" includes, but is not limited to, information about: tax residence, tax domicile, tax identification number, Tax Certification Forms, certain Personal Data (including name(s), residential address(es), place of birth, nationality, citizenship);
- (ii) where the Connected Person is an entity or corporate, "Tax Information" includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, Tax Certification Forms, registered address, address of the place of business, country of registration, certificate of incorporation number, information relating to market sector, and contact information.

"Tax Certification Forms" means any forms or other documentation as may be issued or required by an Authority or by the Bank and any Bank Group Company from time to time to confirm the tax status of a Connected Person.

- 2. From time to time, it is necessary for customers and other individuals (including but not limited to applicants/guarantors of banking and/or other financial services and banking/credit facilities, sureties, and persons providing security or guarantee for banking/credit facilities, shareholders, directors, officers managers or Controlling Persons or Substantial Owner(s) and controlling persons of corporate customers or applicants, nominees, sole proprietors, partners, suppliers, contractors, and service providers) (collectively "data subjects") to supply the Bank with Personal Data (including Account Information) in connection with the opening or continuation of accounts, the establishment or continuation of banking/credit facilities and/or the provision of other financial services. Where Personal Data is provided to the Bank by third parties on behalf of the data subjects, the Bank shall collect and treat the data subjects' data in reliance of the express representation made by the providing third party that is duly authorized to provide the data subjects' Personal Data and has obtained their consent and agreement to the terms of this Statement.
- 3. Without such data, the Bank may not be able to open or continue accounts or establish or continue banking facilities or provide other financial services.
- 4. Data is also collected from data subjects in the ordinary course of business to continue the banking relationship; for example, when data subjects write cheques, deposit money, apply for credit or perform banking transactions.
- 5. Personal Data of the data subjects may be used for all or some of the following purposes:

- (i) processing of applications for banking and/or any other financial services and facilities;
- (ii) facilitate the daily operation of the services and banking facilities provided to the data subjects;
- (iii) conduct credit or other status checks (including but not limited to the time of credit application and at the time of periodic credit reviews);
- (iv) create and maintain the Bank's credit scoring and risk related models;
- (v) assist other financial institutions to conduct credit checks and collect debts;
- (vi) ensure ongoing credit-worthiness of the data subjects;
- (vii) design financial services or related products for the data subjects' use;
- (viii) market services or products of the Bank and/or selected companies;
- (ix) determine the amount of indebtedness owed to or by the data subjects;
- enforce the data subject's obligations, including but not limited to the collection of amounts outstanding from the data subjects and those providing security or guarantee for the data subjects' obligations;
- (xi) conduct insurance claims or analysis;
- (xii) for operational purposes, credit assessment or statistical analysis (including behavior analysis) of the Bank or any Bank Group Company;
- (xiii) maintain a credit history of data subjects (whether or not any relationship between data subjects and the Bank exists) for present and future reference of the Bank or any Bank Group Company;
- (xiv) comply with any obligations, requirements, policies, procedures, measures or arrangements for disclosing and/or reporting data or information to any domestic or foreign legal, judicial, administrative, regulatory, tax, revenue, fiscal, monetary or other Authorities, court or law enforcement body, or agency thereof, and/or any self-regulatory or industry bodies or associations of financial services providers within or outside Macau Special Administrative Region; disclose and/or report within and beyond the Bank and 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") that may be or become legally bound or subject to, and/or voluntarily required to effect on them under any local or foreign treaty, law, regulation, guidelines, or other official guidance



enacted in any jurisdiction, or relating to an intergovernmental agreement or any their agreement between the governments or regulatory authorities of two or more jurisdictions, or any rules, code of practice, and/or guidelines of a binding nature in any jurisdiction; any contractual or other commitment or voluntary arrangement, for compliance with sanctions, prevention, detection of unlawful activities including but not limited to money laundering, terrorist financing, tax crimes and financial crimes or purposes relating thereto for disclosing and/or reporting data or information;

- (xv) enable an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
- (xvi) matching the data subjects' Personal Data against any other data held by the Bank, its branches, offices, subsidiaries and affiliates, its holding company, and any of its branches or the Bank Group Company, for whatever purpose, including but not limited to taking action against the data subjects; and
- (xvii) fulfill any other purposes relating thereto.
- 6. The data subjects consent and agree that the Personal Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties (whether within or outside the Macau Special Administrative Region) for the purposes set out in Clause 5:
  - (i) any Bank Group Company, agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, data processing, or other services to the Bank and any Bank Group Company in connection with the operation of its business; any other person under a duty of confidentiality to the Bank and Bank Group Company or a merchant or an affinity entity which has undertaken to keep such information confidential;
  - (ii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer; or a person making any payment into the data subjects' account (by providing a copy of a deposit confirmation slip which may contain the name of the data subjects);
  - (iii) credit reference agencies, and, in the event of default, the debt collection agencies;
  - (iv) any local or foreign person, entity or Authority to whom/which the Bank and Bank Group Company may be or become legally bound or applied to them, and/or voluntarily required to effect on them under



any local or foreign law, regulation, guidelines, guidance, contractual or other commitment or voluntary arrangement, for compliance with sanctions, prevention, detection of unlawful activities including but not limited to money laundering, terrorist financing, tax crimes and financial crimes or purposes relating thereto;

- (v) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subjects;
- (vi) selected companies for the purpose of informing data subjects of services which the Bank believes will be of interest to the data subjects;
- (vii) auditors;
- (viii) legal consultants; and
- (ix) other professional advisors.
- 7. Under and in accordance with the Personal Data Protection Act (Law 8/2005), any individual has the right :
  - (i) To check whether the Bank holds data about them and of access to such data;
  - (ii) To require the Bank to correct any data relating to them which is inaccurate;
  - (iii) To ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
  - (iv) To be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and to be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
  - (v) Upon satisfactory termination of the credit by full repayment and on condition that there has been, within 5 years immediately before such termination, no material default under the credit as determined by the Bank, to instruct the Bank to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated credit.
- 8. In accordance with the terms of the Act, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- 9. 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 : Branch Operations Department Industrial and Commercial Bank of China (Macau) Limited 17/F ICBC Tower, Macau Landmark, 555 Avenida da Amizade, Macau

- 10. The Bank may have obtained credit reports on data subjects from a credit reference agency in considering any application for credit. In the event the data subjects wish to access the credit reports, the Bank will advise the contact details of the relevant credit reference agency.
- 11. Nothing in this Statement shall limit the rights of data subjects under the Personal Data Protection Act.

(If there is any conflict or inconsistency between the Chinese and English version, the Chinese version shall prevail.)

### Attachment2- CREDIT CARD 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:-

- The Card (including all supplementary Card(s), replacement or subsequently renewed 1. 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) handing 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. 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. 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 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 06 2022)