

中國銀行澳門分行信用卡持卡人合約

中國銀行股份有限公司澳門分行（簡稱「銀行」）根據以下條款發出信用卡（詳見下文釋義）：

1. 釋義

1.1 在本合約中，除文義另有所指，否則以下詞語應具以下涵義：

「**信用卡**」指銀行發行之VISA、萬事達、銀聯信用卡，包括主卡、附屬卡及其任何續發之新卡或補發卡；

「**持卡人**」指任何以其名義獲發信用卡之人士，包括主卡持卡人及／或附屬卡持卡人（視乎文意所指者而定）；

「**附屬卡**」指由銀行在主卡持卡人及其提名之附屬卡持卡人共同要求下，發給該附屬卡持卡人信用卡；

「**密碼**」就信用卡而言，指由持卡人設定和保管，透過信用卡獲取銀行不時提供服務所需的個人識別字符，包括通過自動櫃員機、銷售終端機及其他設備、互聯網進行設定的查詢密碼、取現和消費交易密碼（消費交易密碼僅在持卡人選擇使用時適用）；

「**聯網**」指分別貼有銀聯、JETCO、PLUS及CIRRUS不時採用的標記的自動櫃員機聯網及該等由銀行不時指定之自動櫃員機聯網；

「**自動櫃員機**」指在聯網內及銀行不時公佈的其他網絡使用的任何自動櫃員機；

「**收費表**」指列載不時有效及適用於信用卡之年費、取現手續費、逾期收費、利息及本合約所約定之其他費用之收費列表；

「**月結單**」指銀行通過書面或電子形式，每月向持卡人發出的，列明持卡人於特定期間內發生的所有信用卡交易的通知；

「**結單日期**」指月結單上顯示銀行發出月結單之日；

「**交易日期**」指信用卡交易發生的日期；

「**記賬日期**」指銀行系統記錄信用卡交易的日期；

「**新交易**」就一份月結單而言，指持卡人透過使用信用卡而引致任何欠款的交易，而該交易於以下時間發生：

(a) 於該月結單上所列載最後一宗透過使用信用卡完成交易的時間（「**有關時間**」）之後的任何時間；或

(b) 於有關時間之前的任何時間，如果該交易所招致的欠款於該月結單日

期仍未記賬亦未於該結單上顯示；

「**最低付款額**」指月結單列明，持卡人在到期付款日或之前需向銀行支付的最低還款數額；

「**欠款**」指所有使用信用卡購買貨物及／或服務及／或作取現之全部總值或金額，以及所有有關之費用、收費、利息、訴訟費及開支；

「**結單餘額**」指月結單上列明截至該月結單日，銀行已記賬持卡人欠款總額；

「**到期付款日**」指月結單所列明持卡人到期應付銀行賬單餘額的日期；

「**營業日**」指銀行在澳門對公眾營業的日子。

「**中國內地**」指中華人民共和國任何部份，但並不包括香港、澳門及台灣地區；

2. 信用卡之發出

2.1 銀行有權根據信用卡申請人的資信狀況決定是否向其發出信用卡，包括主卡及附屬卡。

2.2 持卡人須於收到信用卡之後立即：

(a) 於信用卡背面簽署欄簽署；及

(b) 按照銀行的指引，簽署信用卡之確認收妥回條並交回銀行或根據銀行指引的其他方式使信用卡生效。

2.3 持卡人於信用卡上簽署或使用信用卡或使信用卡生效，將構成持卡人接受本合約條款並同意受其約束之確證。

2.4 信用卡因有效期屆滿、被盜竊，或持卡人遺失信用卡，銀行可自行決定是否向持卡人續發新卡或補發新卡。

3. 信用卡之使用

3.1 信用卡只限於持卡人真實地購買貨物及／或服務及／或作取現。持卡人不得將信用卡用作任何其他用途，尤其不得用作任何違法用途，包括（但不限於）作為任何違法交易的付款用途。在澳門以外的國家或地區使用信用卡，持卡人亦須遵守不時在該國家或地區實施的所有法律及規定。

3.2 持卡人不得將信用卡轉讓予任何人，亦不得容許任何人使用信用卡或典押信用卡作任何用途。

3.3 持卡人應妥善保管用於自動櫃員機、電話銀行、銷售終端機、網上銀行及其他有關服務的密碼及信用卡正反面載有之相關信息。

3.4 凡使用密碼進行的交易均視為持卡人所為；未使用密碼進行的交易，以記載有持卡人簽名的交易憑證為該項交易的有效憑據；通過電話銀行人工服務辦理的業務，以銀行語音記錄為持卡人辦理業務的有效憑證。

3.5 當持卡人使用信用卡購買貨物及／或服務或作取現時，須於銷售單據或取

現憑單（倘適用）上按卡背上的簽名式樣進行簽署。

3.6 即使持卡人沒有簽署任何銷售單據或取現憑單，並不免除持卡人就下述信用卡交易而對銀行應負之責任：

- (a) 以電話、傳真、郵遞訂購或直接扣賬授權方式作出的信用卡交易；或
- (b) 在互聯網、商戶或財務機構銷售點終端機、信用卡繳款電話或准許使用信用卡而無須簽署銷售單據或由持卡人簽署的其他設施上使用信用卡作出的信用卡交易。

3.7 主卡持卡人須（與附屬卡持卡人共同及各別）對附屬卡及／或透過使用附屬卡進行的任何及所有交易及／或引致的責任向銀行承擔責任。

3.8 附屬卡持卡人只須對其使用的附屬卡所進行的交易及引致的責任而承擔責任。

4. 信用額度

4.1 銀行可不時（酌情）決定授予持卡人任何信用卡的信用額度及／或取現額度。如獲發附屬卡，銀行可決定附屬卡持卡人可於主卡的信用額度內獲得與主卡共用之信用額度及／或取現額度。

4.2 信用額度及／或取現額度將在持卡人按本合約使用信用卡時自動扣減，主卡的信用額度及／或取現額度將於持卡人還款時按已還款部份自動恢復；附屬卡之信用額度及／或取現額度僅於下期月結單日翌日按已還款部份恢復。

4.3 銀行有權根據持卡人的資信狀況核定並在未予提前通知的情況下隨時調整授予其的信用額度及／或取現額度。

4.4 銀行有權根據持卡人的申請，決定是否臨時調升持卡人信用額度和臨時調升信用額度的有效期。臨時增加的信用額度只能用於消費，不得用於取現。

5. 月結單與付款

5.1 銀行將每月向持卡人發出月結單，除非自上期結單後並沒有新交易，否則持卡人自月結單日起7日內未收到月結單，應主動向銀行查詢。持卡人不得以未收到月結單為由拒絕清還欠款。

5.2 如月結單發出後60天內銀行並無收到持卡人以書面方式對月結單上所載資料提出異議，則月結單上的一切記錄均被視為已核對無誤，並對持卡人具有約束力。

5.3 月結單上將特別載明（但不限於）以下內容：

- (a) 賬單餘額；
- (b) 最低付款額；
- (c) 到期付款日。

- 5.4 持卡人須在到期付款日或之前向銀行付清月結單上所列載之最低付款額。
- 5.5 月結單上所列載，持卡人購買貨物及／或服務及／或作取現的金額從交易日期至到期付款日止為免息還款期。持卡人在免息還款期內全數清還該期賬單餘額，則毋需支付利息。
- 5.6 若持卡人在免息還款期內未全數清還該期賬單餘額(即使已清還部份欠款)，該期賬單餘額全額(包括已清還部份)將追計利息，且新交易將不再享有免息還款期。該期賬單餘額全額(包括已清還部份)及新交易須按銀行收費表列載之息率，按日計算利息，由交易日期起計，直至清還為止。
- 5.7 若持卡人在到期付款日仍未繳清應付的最低付款額，則除須根據第5.4條規定的支付未清還欠款所應付利息外，亦須支付按收費表列載之逾期費用。此收費將記錄於下期月結單的賬單餘額內，且持卡人應於緊接的下一個到期付款日清還所有欠款。
- 5.8 持卡人若選擇自動轉賬還款方式，銀行有權於指定日期從持卡人的賬戶中按指定金額扣款，用以清還其賬單餘額。如持卡人的自動轉賬還款賬戶餘額不足以清還賬單餘額，則無法以自動轉賬方式還款。持卡人須自行以其他方式還款，倘因而導致逾期還款，持卡人須支付收費表所載的逾期手續費及利息。
- 5.9 在不妨礙以上各條款規定，銀行發出催繳欠款通知後，持卡人須立即向銀行支付：
- (a) 到期未清還的賬單餘額；及
 - (b) 新交易產生的一切欠款；及
 - (c) 本合約所列載持卡人應付給銀行的一切費用及收費。
- 5.10 持卡人支付任何款項的日期將以銀行實際收妥款項的日期為準。倘以銀行本票或任何其他同類票據付款，則只會將扣除處理該銀行本票或票據之一切收款、行政或手續費用後之淨額作為實際還款金額。
- 5.11 在月結單中分別列明的賬單餘額須分別清還，且應以月結單中列明之貨幣進行清還。
- 5.12 銀行從持卡人收到之付款，將按以下先後次序或不時絕對酌情決定之其他先後次序用於清還欠款：
- (a) 取現所產生的利息；
 - (b) 分期付款所產生的利息；
 - (c) 購買貨物及／或服務金額所產生的利息；
 - (d) 取現手續費；
 - (e) 購買貨物及／或服務所產生的手續費；

- (f) 取現的本金；
- (g) 分期付款的本金；
- (h) 購買貨物及／或服務的金額；
- (i) 其他費用（包括但不僅限於年費、除(d)及(e)項所指手續費以外的各項手續費、司法或非司法費用）。

5.13 如獲發附屬卡，主卡持卡人所付的款項，將按照銀行不時決定的先後次序及優先次序，用於支付主卡持卡人及附屬卡持卡人各自所欠的款項。

5.14 倘若在清還所有欠款後仍然有任何溢餘，銀行有權在信用卡出現新交易時，將該溢餘款項用以支付該新交易產生的欠款，銀行亦可在任何時間主動或在合理時間內應持卡人要求或於主卡終止時向持卡人退還有關溢餘。

6. 費用、收費及息率

6.1 持卡人須承擔及向銀行支付本合約約定之費用、收費及利息，尤其是銀行向持卡人追討其拖欠銀行的債務，或因違反本合約致使銀行蒙受的各種損失及索償過程中產生的司法或非司法費用（包括但不限於律師服務費），該等費用、收費及利息已列載於收費表內。收費表可向銀行索取，或者登錄銀行網站(<http://www.bocmacau.com/>)查閱。

6.2 利息如到期未清還，將滾作本金並按月計收複利。按民法典第 554 條第 2 款規定，滾利作本之期間為三十天。

6.3 如獲發附屬卡，則就一切用意及目的而言，銀行均可（絕對酌情決定）將使用任何附屬卡產生的任何或所有費用、收費及／或利息貸記入主卡持卡人的欠款內。

7. 持卡人義務與責任

7.1 持卡人須採取合理措施，妥善保管信用卡，亦須對密碼保密。在不影響前文所列載的一般原則下，持卡人必須採取以下各項措施，確保信用卡安全及對密碼保密，藉此防止發生欺詐事件：

- (a) 密碼應與信用卡分開存放；
- (b) 切勿將密碼寫在信用卡上；
- (c) 不應直接寫下或記下密碼，而不加掩藏；
- (d) 切勿使用常用個人資料作為密碼；
- (e) 按照銀行不時發出的程序、指示及／或保安指引使用信用卡；
- (f) 不得將其密碼告知他人或供他人使用；
- (g) 切勿劃刮信用卡或避免將信用卡存放於可能使信用卡磁帶及／或晶片失效的地方；
- (h) 持卡人應明白在其通過互聯網進行信用卡交易時可能缺乏安全保

障，其信用卡資料有被未經許可的第三人看到和使用的風險，因此持卡人應確保不在公共互聯網或其他缺乏安全保障的互聯網環境透露信用卡資料。

- 7.2 如發生以下任一事件，在切實可行的合理情況下，持卡人須致電銀行24小時服務熱線88895566通知銀行：
- (a) 信用卡遺失及／或被竊；或
 - (b) 信用卡或密碼在未經授權情況下被使用；或
 - (c) 向未經授權人士披露密碼；或
 - (d) 懷疑出現列載有與信用卡相同卡號或聲稱根據賬戶發出的任何偽冒信用卡；或
 - (e) 懷疑信用卡或密碼在未經授權情況下被使用，及／或懷疑向未經授權人士披露密碼。
- 7.3 在不損及第7.2條所列載的義務情況下，持卡人須將有關事件通知警方，並在合理及可行的情況下，盡快將報警事宜的有關文件證據提交銀行。
- 7.4 持卡人須承擔在銀行根據第7.2條收到有關通知前通過該信用卡交易引致的欠款。
- 7.5 除非銀行另行規定，否則，當本合約終止，或持卡人破產或逝世時，信用卡欠款須視為立即到期，並須向銀行悉數付清。
- 7.6 儘管本合約列載有任何相反規定，及除非本條所述交易招致的損失及責任是由於銀行的欺詐、嚴重疏忽或故意失責行為所致，持卡人必須對涉及任何人於任何電子裝置上使用信用卡的所有交易負上絕對責任，不論：
- (a) 該使用是否得到持卡人授權或批准；或
 - (b) 持卡人於有關時間是否得悉該使用；或
 - (c) 該使用是否違背持卡人的意願；或
 - (d) 使用是否基於或涉及一切人士的任何違法行為，包括（但不限於）非法暴力或威脅使用非法暴力，或刑事恐嚇，或任何形式的詐騙；或
 - (e) 持卡人是否已經就信用卡的遺失或被竊，或任何上述的違法行為，而通知銀行或任何執法機構。
- 7.7 持卡人須就有關交易而引致的任何損失、損害、索償及責任，以及一切合理費用及支出向銀行作出彌償。
- 8. 未經授權交易**
- 8.1 除銀行控制範圍以外，銀行須盡合理努力，於收到持卡人根據第7.2條向銀行作出的有關通知之日起計90天內完成有關調查。

8.2 倘持卡人於到期付款日之前將任何未經授權的交易及金額(「爭議金額」)通知銀行,持卡人仍須於到期付款日或之前向銀行清還爭議金額及其自記賬日期至全數清還爭議金額期間的任何費用、收費及/或利息。如其後證實爭議金額確屬未經授權交易,銀行須將爭議金額歸還予持卡人。該等退還款項允許以非取現的方式進行信用卡消費、或存入持卡人於本行開立之賬戶或現金等方式清還予持卡人。

9. 責任限免

9.1 除任何可歸咎於銀行之欺詐、嚴重疏忽或故意忽略行為外,對於持卡人直接蒙受或承擔的任何損失及責任,無論是否因任何使用、不當使用信用卡、或銀行提供的其他裝置失靈失效、或任何銀行就使用信用卡所提供的服務、或持卡人使用信用卡而獲得的任何貨品及服務,銀行將不予以負責。

9.2 任何持卡人針對任何商號(包括任何財務機構)拒絕接納信用卡或拒絕以信用卡支付任何向持卡人提供的貨物及服務,或針對任何商號或財務機構作出的其它任何索償或爭議,應由持卡人與該商號或財務機構直接解決。在任何情況下,有關索償或爭議並不解除本合約所列載持卡人須向銀行承擔的責任。

9.3 於銀行收到任何商號或財務機構作出的退款及按銀行所接受的格式開出的有關退款單據之前,銀行並無責任將退款記賬。

9.4 倘若由於機器、資料處理系統或傳送聯繫發生故障、或由於工業糾紛或遇到非銀行或其代理人所能控制之事情發生時,以致銀行不能(直接或間接)履行本合約,銀行將不予以負責。銀行可延遲執行本合約之權利,但此舉不會引致銀行喪失其權利。

9.5 就提供信用卡服務時,銀行或會透過電話、傳真、互聯網或其他銀行不時指定的方式與持卡人聯絡或索取指示。就此,持卡人現同意銀行記錄任何由該方式而索取之訊息及/或指示,並將其保存至銀行認為合適的時期。銀行將以真誠及謹慎行事的態度執行該訊息及/或指示而毋須再向持卡人作進一步確認。除明顯錯誤外,任何該訊息及/或指示將視為確實及對持卡人具約束力。

9.6 如持卡人對銀行提出任何法律程序,持卡人同意銀行所負的責任不會超過錯誤記入賬戶的款額(以及該等款額的利息)。

10. 信用卡之終止與停用

10.1 持卡人可隨時向銀行發出不少於14天前的書面通知終止本合約,並連同信用卡及所有附屬卡歸還銀行。主卡持卡人或附屬卡持有人亦可終止附屬卡之使用,惟亦須以書面通知銀行及同時歸還附屬卡。

- 10.2 無論基於任何理由，持卡人或銀行終止本合約的前提是持卡人已將信用卡歸還銀行，且已完全清還所有欠款。
- 10.3 銀行可隨時不經通知及無需申述理由要求持卡人全額清還所有欠款，並可暫停、取消或終止信用卡及／或其提供的任何服務及／或不批准其提供的任何擬進行之交易，特別是出現以下情況時：
- (a) 若持卡人在到期付款日時仍未繳清應付的最低付款額；或
 - (b) 持卡人的財務狀況發生嚴重不利變化或發生其他可不利地影響持卡人清還欠款能力的情況；或
 - (c) 對持卡人提起法律程序或者其他司法以外的爭議，可能會嚴重和不利地影響持卡人清還欠款義務。
- 10.4 銀行有權按聲稱為持卡人者發出的任何口頭或書面指示行事。如銀行對聲稱持卡人者發出的任何口頭或書面指示真確性有所懷疑，則銀行有權（絕對酌情決定）拒絕接受有關指示。
- 10.5 對於有關暫停、取消、終止或不批准事宜而令持卡人直接或間接蒙受或引致任何性質的損失或損害，銀行毋須承擔責任。
- 10.6 信用卡於任何時間均屬銀行所有。銀行及銀行授權之代理人可隨時向持卡人收回此卡。

11. 持卡人對代收賬款費用所負責任

銀行有權聘請代收欠款機構，向持卡人收取其到期而仍未繳付的款項。與此同時，如銀行因聘請該等代收賬款機構或該等機構所指定的代理人而蒙受各種損失，付出各種開支，持卡人必須給予銀行完全的賠償。此外，銀行毋須對該等機構或其職員所作的任何行為承擔責任。

12. 抵銷及授權

- 12.1 持卡人同意其於銀行持有的或與他人共同持有寄存於銀行之各種存款及對銀行之一切債權，銀行可以行使抵銷權，以抵償持卡人所有欠款，持卡人絕無異議。
- 12.2 出現本合約第 10.3 條(a)至(c)中任何一項情況時，持卡人同意銀行可在持卡人在銀行開立的任何銀行賬戶中以相應金額抵償所有欠款，包括司法和非司法費用和其他附加負擔，特別是由於持卡人拖欠清還欠款和利息及其他費用而引致的。
- 12.3 如發出附屬卡，銀行：
- (a) 可用主卡持卡人在銀行開立的任何賬戶貸方餘額，抵銷賬戶內任何及所有附屬卡持卡人所欠銀行欠款的任何借方餘額；及
 - (b) 可用附屬卡持卡人在銀行開立的任何賬戶的貸方餘額，抵銷該附屬

卡持卡人的欠款。

13. 個人資料與賬戶資料

- 13.1 對於持卡人在信用卡申請表格所列載的資料，持卡人授權銀行，可聯絡任何資料來源，並將所取得的資料與持卡人提供的資料進行比對，以作查核用途或用以產生更多資料。持卡人亦同意銀行在有需要時將比對結果用作對持卡人採取適當行動，無論此等行動會否對持卡人不利。
- 13.2 銀行須遵照《個人資料保護法》使用一切持卡人的個人資料。
- 13.3 倘持卡人在信用卡申請表格內所列載的資料有任何轉變包括（但不限於）就業或業務及住址或通訊地址的轉變，持卡人須即時書面通知銀行。
- 13.4 如持卡人逝世，持卡人的遺產管理人及任何繼承人須即時通知銀行。
- 13.5 銀行對有關持卡人的資料保密，惟除非同意為法律所禁止，否則持卡人同意銀行將有關持卡人的任何資料轉移及披露至與銀行同一集團的公司、分行、代表辦事處、附屬成員及代理人及由銀行或上述任何一方所挑選的任何第三方（包括任何網絡、交易所及結算所）（各「受讓人」），不論其所在地，以作出保密的用途（包括用於資料處理、統計、信貸及風險分析的目的）。銀行及任何受讓人可按澳門或任何海外司法管轄區之任何法律、法院、監管機構或法律程序將任何該等資料轉移及披露予任何人士。
- 13.6 持卡人同意其資料被轉移至澳門以外的其他司法管轄區，並同意由第三方代表銀行在澳門境內或境外使用、處理及儲存持卡人的資料。銀行將與第三方訂立合約，以採取合理謹慎措施為持卡人的資料保密，並遵守符合本地法律及規則，以及私隱條例規定。本地及海外監管及司法機構可在若干情況下取用持卡人的資料。
- 13.7 持卡人確認及同意由銀行向持卡人提供有關交易／服務的若干服務、操作、處理程序，可不時由銀行外判至銀行區域或全球處理中心、控股公司、分行、附屬公司、代表辦事處、附屬成員及代理人及由銀行或上述任何一方所挑選的任何第三方，不論其所在地。而此等服務供應商可不時為其執行之服務及程序獲取有關持卡人及／或賬戶及／或銀行向持卡人提供的交易和服務資料。
- 13.8 持卡人確認及同意銀行向聘請代收賬款機構披露有關持卡人及／或賬戶及／或銀行向持卡人提供的交易和服務資料，無論該機構所在地。

14. 通知

在不影響其他通訊方式的情況下，持卡人將在下列任一情況下被視為已收悉任何月結單、通知、繳費通知書或其他通訊：

- (a) 在銀行營業網點張貼3個營業日；

- (b) 在一份澳門報章刊登3個營業日後；
- (c) 在銀行網站刊登；
- (d) 郵寄予持卡人留交在銀行記錄中的任何地址3個營業日後（或如屬海外地址則為7日後）；
- (e) 以電子郵件、訊息或圖文傳真發送往持卡人在銀行記錄中的電郵地址、設備或圖文傳真號碼；或
- (f) 當透過錄音電話或以其他口頭通訊轉達時（包括留下話音訊息）。即使郵件被退還（如屬郵寄），或持卡人已逝世或喪失能力。

15. 修訂

- 15.1 銀行可不時（酌情決定）修改本合約任何條款及／或收費表，並依照第14條以銀行認為合適之方式通知持卡人。
- 15.2 若於本合約條款或收費表任何修改生效日期後，持卡人依然保留或繼續使用信用卡，將構成持卡人接受有關修改。
- 15.3 若持卡人並不接受銀行的建議修改，持卡人只可按照第10.1條或10.2條（視乎情況而定）終止信用卡。

16. 法律與司法管轄權

本合約受澳門特別行政區法律管轄，並依照澳門法律詮釋。持卡人不可撤銷地接受澳門法院的非專屬管轄權管轄。

17. 雜項

- 17.1 本合約備有中、英文兩個版本。如兩個版本的詮釋中有所抵觸或偏差，則以中文版本為準。
- 17.2 倘本合約任何條款及條件於任何時間變為違法、無效或不可強制執行，則其餘條款及條件皆不會因而受影響或損害。
- 17.3 本合約對持卡人的每名承繼人、遺產代理人及合法代表持卡人行事之人均具約束力。
- 17.4 即使銀行並不採取行動或遺漏或延遲行使或強制執行本合約任何條款及條件所載的任何權利，亦不會構成放棄有關權利，而單項或局部行使任何權利或行使任何權利時有不妥之處，並不妨礙另行或進一步行使有關權利，亦不妨礙行使任何其他權利。
- 17.5 持卡人不可轉讓本合約所載的持卡人權利及／或義務。銀行可將本合約所列載的任何銀行權利及義務轉讓予任何第三方。

Bank of China Limited Macau Branch Credit Card User Agreement

The Card(s) (as defined below) is/are issued by Bank of China Limited Macau Branch (the "Bank") on the following terms and conditions:

1. Interpretation

1.1 Unless the context otherwise requires, the following expressions shall have the following meanings in this Agreement:

"**Card**" means any VISA, Master or China UnionPay credit card, including the Main Card, Additional Card and any renewal or replacement Card;

"**Cardholder**" means any person to whom and in whose name a Card is issued and includes the Main Cardholder and/or Additional Cardholder as the context requires;

"**Additional Card**" means a Card issued by the Bank to an Additional Cardholder nominated by the Main Cardholder and it is issued at the joint request of the Main Cardholder and such Additional Cardholder;

"**PIN**" means in relation to a Card, the personal identification number set and kept by the Cardholder, which is required for gaining access through the Card to the services that the Bank provides from time to time, and it includes any PIN used for making any enquiry, cash advance and retail transaction (the retail transaction PIN shall only be applicable when the Cardholder elects to use it) through any ATM, sales terminal, other devices or the Internet;

"**Network**" means the network of ATMs on which the logos adopted by China UnionPay, JETCO, PLUS and CIRRUS from time to time have been affixed, and any other ATM network designated by the Bank from time to time;

"**ATM**" means any automatic teller machine in operation in the Network and in any other network announced by the Bank from time to time;

"**Fees Schedule**" means the schedule setting out the annual fees, cash advance handling fees, late charges, interest and other fees and charges from time to time in force and applicable to the Card;

"**Monthly Statement**" means the statement of account issued to a Cardholder by the Bank on a monthly basis, by means of written or electronic communication, and setting out all Card transactions entered into by the Cardholder during the specified month;

"**Statement Date**" means the date on which the Statement is issued by the Bank, as shown on the Monthly Statement;

"**Transaction Date**" means the date on which a transaction is effected through the use of the Card;

"**Posting Date**" means the date on which a Card transaction is recorded by the system of the Bank;

"**New Transaction**" means in relation to a Monthly Statement, a transaction by

which the Cardholder has incurred any Amounts Owed through the use of the Card, occurring:

- (a) at any time after the time ("**Relevant Time**") at which the last transaction as shown on that Monthly Statement was effected by the use of the Card; or
- (b) at any time before the Relevant Time, if the Amounts Owed incurred in relation to the transaction concerned have not as of the date of that Monthly Statement been posted and shown on that Monthly Statement;

"**Minimum Payment**" means the minimum payment amount set out in the Monthly Statement to be payable by the Cardholder to the Bank on or before the Due Date;

"**Amounts Owed**" means all aggregate values or amounts of all purchase of goods and/or services and/or cash advances effected by the use of the Card, and all relevant fees, charges, interest, costs and expenses;

"**Outstanding Balance**" means the total amount of outstanding balance specified in a Monthly Statement and posted by the Bank as due from the Cardholder as at the date of such Monthly Statement;

"**Due Date**" means the date specified in the Monthly Statement on which the Outstanding Balance is due and payable by the Cardholder to the Bank;

"**Business Day**" means any day on which the Bank is open to the public for business in Macau;

"**Mainland China**" means any part of the People's Republic of China but excluding Hong Kong, Macau and Taiwan.

2. Issue of Cards

- 2.1 The Bank shall have the right to decide whether to issue any Card, including the Main Card and Additional Card(s), to a credit card applicant based on his credit status.
- 2.2 Immediately upon receipt of the Card from the Bank, the Cardholder shall:
 - (a) sign on the signature panel on the back of the Card; and
 - (b) sign and return to the Bank any acknowledgement of receipt of the Card or otherwise activate the Card in accordance with the instructions of the Bank.
- 2.3 The signature of the Cardholder on the Card, or the use or activation of the Card by the Cardholder shall constitute conclusive evidence of the Cardholder's acceptance of and agreement to be bound by the terms and conditions of this Agreement.
- 2.4 The Bank shall have the right to decide whether to issue a renewal or replacement Card to a Cardholder when the validity period of the Card expires or if the Card has been stolen or the Cardholder loses the Card.

3. Use of the Card

- 3.1 Use of the Card is restricted to the Cardholder for bona fide purchase of goods and/or services and/or cash advances only and the Cardholder shall not use the Card for any other purposes, in particular not for any illegal purposes including but not limited to payment for any illegal transaction. When using the Card in any country or region outside Macau, the Cardholder shall also abide by all the laws and regulations in force from time to time in that country or region.

- 3.2 The Cardholder shall not transfer the Card to any person or allow any person to use the Card or to pledge the Card as security for whatever purposes.
- 3.3 The Cardholder shall take good care of any PIN, and other pertinent information appearing on both the front and the back of the Card, which will be used for ATM, phone banking or sales terminal and online banking and other related services.
- 3.4 Any transaction effected through the use of the PIN shall be deemed an act of the Cardholder. With respect to any transaction which is not effected through the use of the PIN, the transaction voucher containing the signature of the Cardholder shall be valid proof of such transaction. If any matter is dealt with for the Cardholder through the phone banking service, the audio recordings maintained by the Bank shall be valid proof concerning the matter so dealt with.
- 3.5 When the Cardholder uses the Card to purchase any goods and/or service or draw any cash advance, he shall be required to sign on the sales draft or cash advance voucher (if applicable) and the signature shall conform to the specimen signature as appeared on the back of the Card.
- 3.6 The fact that the Cardholder has not signed any sales draft or cash advance voucher shall not be release him from the obligations that he owes the Bank in respect of any credit card transaction which has been effected:
 - (a) via the phone, the facsimile, mail order or direct debit authorization; or
 - (b) through the Internet, at a merchant establishment or at a point of sales terminal of any financial institution, over a credit card payphone, or through any other facilities which permit the use of the Card without the execution of any sales draft or the signature of the Cardholder.
- 3.7 The Main Cardholder shall (jointly and severally with the Additional Cardholder(s)) be liable to the Bank for the Additional Card(s) and any and all transactions effected and/or liabilities incurred through the use of the Additional Card(s).
- 3.8 An Additional Cardholder shall be liable only for the transactions effected by him through the use of the Card and for the liabilities incurred thereby.

4. Credit Limit

- 4.1 The Bank may from time to time (in its discretion) determine the credit limit and/or cash advance limit in respect of any Card issued to the Cardholder. Where an Additional Card has been issued, the Bank may decide the credit limit and/or cash advance limit which the Additional Cardholder may share with the Main Card within the credit limit of the Main Card.
- 4.2 The credit card limit and/or cash advance limit will be automatically reduced upon the use of the Card in accordance with this Agreement by the Cardholder. The credit limit and/or cash advance limit of the Main Card will automatically resume to the extent of the repayment made by the Cardholder. However, the credit limit and/or cash advance limit of an Additional Card will only resume on the day following the Due Date and to the extent of the repayment made.
- 4.3 In light of the credit status of a Cardholder, the Bank shall be entitled to re-assess the credit limit and/or cash advance limit granted to the Cardholder and to adjust any such limits at any time without prior notice.

4.4 Pursuant to the request by a Cardholder, the Bank shall be entitled to decide whether to temporarily raise the credit limit available to the Cardholder or temporarily extend the validity period of such credit limit. Any temporarily increased credit limit may only be used towards spending but not cash advance.

5. Monthly Statement and Payment

5.1 The Bank shall send a Monthly Statement to the Cardholder on a monthly basis. Unless there is no New Transaction after the previous statement, the Cardholder should take the initiative to check with the Bank if he does not receive the Monthly Statement within seven (7) days from the Statement Date. Non-receipt of the Monthly Statement shall not be used as an excuse by the Cardholder for refusing to repay the Amounts Owed.

5.2 If the Bank receives no objection in writing by the Cardholder as to the information contained in the Monthly Statement within sixty (60) days after it has been issued, all records as shown on such Monthly Statement shall be deemed verified and correct and they shall be binding on the Cardholder.

5.3 The Monthly Statement will in particular set out (including without limitation to) the following information:

- (a) the Outstanding Balance; and
- (b) the Minimum Payment; and
- (c) the Due Date.

5.4 The Cardholder shall pay to the Bank in full the Minimum Payment set out on the Monthly Statement on or before the Due Date.

5.5 Interest Free Repayment Period means the period from the dates the Cardholder use the Card for purchases of good and services or cash advances until the Due Date as shown on the Monthly Statement. If the Cardholder pays in full the Outstanding Balance within the Interest Free Repayment Period, no interest will be charged.

5.6 If the Cardholder does not pay the Outstanding Balance in full (even though partial payment has already been made) within the Interest Free Repayment Period, interest will be charged on such Outstanding Balance in full (including the portion of partial payment already made) dating back to the previous Statement Date, and Interest Free Repayment Period will not be applicable to all new transactions thereafter. Interest will be calculated daily on such Outstanding Balance in full (including the portion of partial payment already made) and all new transactions entered into by the interest rate as shown on the Fee Schedule of the Bank from the Transaction Dates until the Outstanding Balance has been paid in full.

5.7 If the Cardholder has not yet paid in full the Minimum Payment payable by the Due Date, then in addition to the interest payable on the unpaid Amounts Owed pursuant to Clause 5.4, a late charge as set out in the Fees Schedule shall also be payable, which will be included in the amount of balance in the next Monthly Statement. The Cardholder shall pay all the Amounts Owed by the next following Due Date.

5.8 If the Cardholder has elected to pay through the Auto-Pay service provided by the Bank, the Bank shall have the right to debit the specified amount from the account of the Cardholder on a designated date to pay the Outstanding Balance owed by the

Cardholder. In the event that the balance of the Cardholder's Auto-Pay account is not sufficient to cover the Outstanding Balance, the Auto-Pay instruction will not be executed and the Cardholder shall make the payment on his own by other means. If any delay in payment arises as a result thereof or in connection therewith, the Cardholder shall pay a late charge and interest in accordance with Clause 5.6 above.

5.9 Without prejudice to any of the foregoing provisions, upon the receipt of any notice from the Bank demanding for the payment of the Amounts Owed, the Cardholder shall forthwith pay to the Bank:

- (a) any Outstanding Balance due but unpaid;
- (b) all Amounts Owed arising from any New Transaction; and
- (c) all fees and charges set out herein which are payable by the Cardholder to the Bank.

5.10 When the Cardholder makes any payment to the Bank, the date on which the Bank actually receives such payment from the Cardholder shall be deemed the payment date of the Cardholder. Where payment is made by means of a bank draft or any other similar instrument, only such amount net of all collection, administrative or handling fees for processing such bank draft or instrument will be deemed as the actual payment amount.

5.11 All Outstanding Balances separately listed in a Monthly Statement shall be settled respectively, and in the respective currencies as indicated in such Monthly Statement.

5.12 Payment received from the Cardholder will be applied towards repayment of the Amounts Owed in the following order or in such other order as the Bank may in its absolute discretion determine from time to time:

- (a) any interest arising from any cash advance;
- (a) any interest arising from instalment payments;
- (c) any interest arising from the amounts used in the purchase of goods and/or services;
- (d) any handling fees in respect of any cash advance;
- (e) any handling fees arising from the purchase of goods and/or services;
- (f) the principal balance in respect of any cash advance;
- (g) the principal balance in respect of instalment payments; and
- (h) the amounts used in the purchase of goods and/or services;
- (i) other fees (including but not limited to annual fees, various handling fees apart from those specified in items (d) and (e), judicial or non-judicial fee and the expenses incurred by the Bank in enforcing this Agreement).

5.13 Where an Additional Card has been issued, payment made by the Main Cardholder will be applied towards repayment of the respective amounts owed by the Main Cardholder and the Additional Cardholder in such order and priority as the Bank may determine from time to time.

5.14 If there is any excess amount after all Amounts Owed have been repaid, the Bank shall be entitled to apply such excess amount towards the repayment of any Amounts Owed arising from any New Transaction effected through the Card. The

Bank may also refund the relevant excess amount to the Cardholder at any time on the Bank's own initiative, or within a reasonable time at the request of the Cardholder, or at the time when the Main Card is terminated.

6. Fees, Charges and Interest Rates

- 6.1 The Cardholder shall be responsible for all fees, charges and interest, namely the judicial or non-judicial fee, including but not limited to lawyer fee, arising under the process in recovering the debts owing to the Bank by the Cardholder or all the damages or claims due to violation of this Agreement. Such fees are more particularly set out in the fees schedule which is available on request or can be viewed on the Bank's website(<http://www.bocmacau.com/>)
- 6.2 Any interest due and not paid before due date shall be capitalized as principal and subject to interest charges in accordance with Clause 5.6 above. Pursuant to Clause 2 of Article 554 of the *Civil Code*, the period of such capitalization shall be thirty (30) days.
- 6.3 Where an Additional Card has been issued, the Bank (in its absolute discretion) may, to all intents and purposes, credit any or all fees, charges and/or interest arising out of the use such Additional Card to the Amounts Owed by the Main Cardholder.

7. Cardholder's Obligations and Liabilities

- 7.1 The Cardholder shall take reasonable measures to ensure the care and safe keeping of the Card. The Cardholder shall also keep the PIN secret. Without limiting the generality of the foregoing, the Cardholder must take the following measures to keep the Card safe and the PIN secret so as to prevent fraud:
- (a) keep any record of the PIN separate from the Card;
 - (b) never write down the PIN on the Card;
 - (c) never write down or record the PIN plainly without any disguise; (d) never adopt any commonly used personal data as the PIN;
 - (e) use the Card in accordance with the procedures, instructions and/or security guidelines issued by the Bank from time to time;
 - (f) never tell the PIN to any other person or let any other person use the PIN;
 - (g) never scratch or scrape the Card, and avoid placing the Card in any place or location where the magnetic strip or the chip of the Card may be rendered inoperative;
 - (h) the Cardholder should be aware that any Card transaction carried out by him over the Internet may not be secure and there is a risk that an unauthorized third party may be able to gain access to and make use of his Card information. Therefore, the Cardholder shall make sure that no Card information is disclosed over any public Internet system or in any other environment where safety and security measures are lacking.
- 7.2 The Cardholder shall report as soon as reasonably practicable to the Bank by phone at the 24-hour service hotline number 88895566 if:
- (a) the Card is lost and/or has been stolen; or
 - (b) the Card or the PIN is being used without authorization; or
 - (c) the PIN has been disclosed to any unauthorized person; or

- (d) the Cardholder suspects that there is any counterfeit credit card bearing the same number as that of the Card or purported to be issued under the same account; or
 - (e) the Cardholder suspects that the Card or the PIN is being used without authorization, and/or has been disclosed to any unauthorized person.
- 7.3 Without prejudice to the obligations under Clause 7.2, the Cardholder shall report the relevant event to the police, and shall submit to the Bank as soon as reasonably practicable the relevant documentary evidence of such reporting.
- 7.4 All Amounts Owed arising from any Card transaction which has been made prior to the receipt by the Bank of the relevant notice under Clause 7.2 shall be for the account of the Cardholder.
- 7.5 Unless otherwise specified by the Bank, all Amounts Owed under the Card shall be deemed immediately due and payable once this Agreement is terminated or the Cardholder becomes bankrupt or has died, and such amounts shall be repaid to the Bank in full.
- 7.6 Notwithstanding anything herein contained to the contrary, and unless the loss and liability incurred in the transactions mentioned in this Clause have been caused by any fraud, gross negligence or wilful default on the part of the Bank, the Cardholder must bear absolute liability arising from all transactions effected by the use of the Card on any electronic device by anyone, regardless of whether:
- (a) such use has been authorized or approved by the Cardholder; or
 - (b) the Cardholder is aware of such use at the material time; or
 - (c) such use runs contrary to the will of the Cardholder; or
 - (d) such use is attributable to or in connection with any illegal act of any person, including but not limited to illegal violence or the threat of using illegal violence, or criminal intimidation, or any form or fraud; or
 - (e) the Cardholder has informed the Bank or any law enforcement agency about the loss or theft of the Card or any of the above illegal acts.
- 7.7 The Cardholder shall indemnify the Bank against any loss, damage, claim, liability and all reasonable costs and expenses caused by the relevant transaction.

8. Unauthorized Transactions

- 8.1 The Bank shall use reasonable endeavours, except in circumstances which are beyond its control, to complete the investigation within ninety (90) days from the date on which the Cardholder gives the relevant notice to the Bank pursuant to Clause 7.2.
- 8.2 If the Cardholder gives notice to the Bank concerning any unauthorized transaction and amount ("Disputed Amount") before the Due Date, the Cardholder shall still pay to the Bank on or before the Due Date the Disputed Amount and any fees, charges and/or interest in relation thereto for the period from the Posting Date until the time when such Disputed Amount has been fully paid. If it is subsequently proved that the Disputed Amount does arise from an unauthorized transaction, the Bank shall refund the Disputed Amount to the Cardholder, and such refund can be effected through non-cash advance credit card spending, or a deposit into an

account of the Cardholder with the Bank, or in the form of cash, etc.

9. Limitation of Liability

- 9.1 The Bank shall not be responsible for any loss and liability which the Cardholder may directly suffer or incur as a result of or otherwise relating to any use or misuse of the Card, or any malfunctioning of the Card or other devices provided by the Bank, or any Card services offered by the Bank or any goods and services obtained by the Cardholder through the use of the Card, except to the extent that any such loss or liability is attributable to the fraud, gross negligence or wilful default on the part of the Bank.
- 9.2 Any claim or dispute which a Cardholder may have against any merchant establishment (including any financial institution) for its refusal to accept the Card or the payment through the Card for any goods services supplied to the Cardholder, or any other claim or dispute against any merchant establishment or financial institution, shall be resolved directly between the Cardholder and such merchant establishment or financial institution. Under no circumstances will such claim or dispute relieve the Cardholder's liability towards the Bank hereunder.
- 9.3 The Bank shall not be obliged to credit to the relevant account any refund made by any merchant establishment or financial institution until such refund together with the relevant credit voucher issued in such form as shall be acceptable to the Bank have been received by the Bank.
- 9.4 The Bank shall not be responsible if it is unable to (directly or indirectly) perform this Agreement due to the malfunctioning of any machine, data processing system or transmission connection, or owing to an industrial dispute or to any matter which is beyond the control of the Bank or its agents. The Bank may postpone the exercise of its rights under this Agreement and this will not result in the loss of such rights.
- 9.5 In the course of providing the Card services, the Bank may communicate with or seek instructions from the Cardholder through telephone, facsimile, the Internet or such other method as the Company may from time to time designate. In this connection, the Cardholder hereby consents to the Bank taking record of any message and/or instruction obtained by such means and retaining it for such period as Bank considers appropriate. The Bank shall in good faith and with due care give effect to such message and/or instruction without the need to seek further confirmation from the Cardholder. Any such message and/or instruction shall, in the absence of manifest error, be conclusive and binding on the Cardholder.
- 9.6 If the Cardholder institutes any legal proceedings against the Bank for cause, the Cardholder agrees that the liability of the Bank shall not exceed the sum (together with interest thereof) erroneously credited to the relevant account.

10. Termination and Suspension of the Card

- 10.1 The Cardholder may at any time terminate this Agreement by giving not less than fourteen (14) days' prior written notice to the Bank and by returning the Card together with any and all Additional Cards to the Bank. The Cardholder or any Additional Cardholder may also terminate the use of the Additional Card, provided

however that a written notice is also sent to the Bank and such Additional Card returned to the Bank.

10.2 Any termination of this Agreement whether by the Cardholder or the Bank is always subject to the return of the Card to the Bank by the Cardholder and to the full settlement of all Amounts Owed, regardless of the reason for the termination.

10.3 The Bank may at any time without giving notice nor stating reason demand the full repayment by the Cardholder of all Amounts Owed and suspend, cancel or terminate the Card and/or any services thereby offered, and/or disapprove any transaction proposed to be effected thereby, especially if any of the following circumstances occurs:

- (a) the Cardholder has not fully paid by the Due Date the Minimum Payment due and payable; or
- (b) there occurs any serious adverse change in the financial status of the Cardholder or there occurs any other situation which could adversely affect the ability of the Cardholder to repay the Amounts Owed; or
- (c) there are any legal proceedings or other extra-judicial disputes instituted against the Cardholder, which could seriously and adversely affect the obligations of the Cardholder with respect to the repayment of the Amounts Owed.

10.4 The Bank shall be entitled to act on any instruction whether oral or in writing purportedly given by the Cardholder. The Bank shall have the right at its absolute discretion to refuse to accept any instruction whether oral or in writing purportedly given by the Cardholder if the Bank is in doubt of the authenticity of such instruction.

10.5 The Bank shall not be liable for any loss or damage of whatever nature suffered or incurred by the Cardholder whether directly or indirectly as a result of the relevant suspension, cancellation, termination or disapproval.

10.6 The Card shall at any time remain the property of the Bank. The Bank and its authorized agent may at any time demand surrender of the Card from the Cardholder.

11. Liability of the Cardholder with respect to Collection Costs

The Bank is entitled to appoint debt collection agencies to collect any amount due but unpaid by the Cardholder. At the same time, the Cardholder must keep the Bank fully indemnified against all losses incurred and all expensed paid by the Bank as a result of the Bank's appointment of such collection agencies or their designated agents. In addition, the Bank shall not be responsible for any act of such agencies or their staff.

12. Set-off and Authorization

12.1 The Cardholder agrees that all kinds of deposits that he maintains with the Bank on his own or jointly with others and all his rights as a creditor against the Bank shall be subject to the Bank's exercise of its set-off rights against all Amounts Owed by the Cardholder, and the Cardholder shall raise no objection whatsoever to such set-off.

12.2 In case of occurrence of any of the circumstances described in (a) to (c) of Clause 10.3 hereof, the Cardholder agrees that the Bank shall be entitled to debit a corresponding amount from any bank account of the Cardholder with the Bank to cover all Amounts Owed, including judicial and non-judicial costs and other additional expenses, especially those caused by the default on the part of the Cardholder in paying the Amounts Owed and interest thereto as well as other expenses.

12.3 Where an Additional Card has been issued, the Bank may:

- (a) set off the credit balance in any account of the Main Cardholder with the Bank against any debit balance in the account of the Amounts Owed due from any and all Additional Cardholders to the Bank; and
- (b) set off the credit balance in any account of the Additional Cardholder with the Bank against the Amounts Owed due from such Additional Cardholder.

13. Personal Data and Account Information

13.1 With respect to the information provided by the Cardholder in the application form pursuant to which the Card has been issued, the Cardholder authorizes the Bank to contact any information source and to compare any information obtained thereby with the information provided by the Cardholder so as to verify such information or to generate more data. The Cardholder also agrees that the Bank may, if necessary, use the results of such comparisons for taking appropriate action against the Cardholder regardless of whether such action may be adverse to the Cardholder's interest.

13.2 The Bank shall use all personal data of the Cardholder in accordance with the *Law of Protection of Personal Data*.

13.3 The Cardholder shall promptly notify the Bank in writing of any change in the information provided in the application form pursuant to which the Card has been issued, including but not limited to any change of employment or business and of residential or correspondence address.

13.4 The personal representative(s) and any successor(s) of the Cardholder shall promptly notify the Bank in writing in the event of the death of the Cardholder.

13.5 The Bank will treat information relating to the Cardholder as confidential, but unless consent is prohibited by law, the Cardholder consents to the transfer and disclosure by the Bank of any information relating to the Cardholder to any company, branch, representative office, subsidiary and agent within the same group to which the Bank belongs, and to any third party (including any network, exchange and clearing house) selected by the Bank or any of the above parties (each of the above parties and such third parties a "transferee"), wherever it may be situated, for confidential use (including for data processing, statistical, credit and risk analysis purposes). The Bank and any transferee may transfer and disclose any such information to any person as required by any law, court, regulator or legal process in Macau or any overseas jurisdiction.

13.6 The Cardholder consents to the Cardholder information being transferred to any other jurisdiction outside Macau and being used, processed and stored in or outside

Macau by third parties on behalf of the Bank. The Bank will enter into contracts with third parties to take reasonable prudent measures in keeping the Cardholder information confidential, and to comply with and observe local laws and rules, as well as the requirements of privacy regulations. Local and overseas regulatory and judicial authorities may in certain circumstances have access to the Cardholder information.

13.7 The Cardholder acknowledges and agrees that some services, operational and processing procedures relating to the transactions/services provided by the Company to the Cardholder may from time to time be outsourced by the Bank to regional or global processing centres, holding companies, branches, subsidiaries, representative offices, subsidiaries and agents of the Bank and third parties selected by the Bank or any of the above parties, wherever it may be situated. These service providers may from time to time be given access to information relating to the Cardholder and/or the account and/or the transactions and services provided by the Bank to the Cardholder, for the purpose of and in relation to the services and procedures they perform.

13.8 The Cardholder acknowledges and consents to the Bank disclosing to debt collection agencies appointed by it any information relating to the Cardholder and/or the account and/or the transactions and services provided by the Bank to the Cardholder, wherever such agencies may be situated.

14. Notice

Without prejudice to other methods of communication, any Monthly Statement, notice, demand for payment or any other communication shall be deemed to have been received by the Cardholder:

- (a) if it has been posted in the business outlets of the Bank for three (3) Business Days; or
- (b) three (3) Business Days after it has been published on a Macau newspaper; or
- (c) when it is posted on the website of the Bank; or
- (d) three (3) Business Days after it has been sent by post to any of the Cardholder's addresses on the Bank's records (or seven (7) days in case of an overseas address); or
- (e) when it is sent by e-mail, message or facsimile to the Cardholder's e-mail address, equipment or facsimile number on the Bank's records; or
- (f) when it is communicated through the recording system of a telephone or by other forms of oral communication (including leaving a voice message), notwithstanding that the mail has been returned (if sent by post) or the Cardholder has died or become incapacitated.

15. Amendment

15.1 The Bank may (in its discretion) from time to time change any of the terms and conditions of this Agreement and/or the Fees Schedule, and notify the Cardholder of the change by such means as the Bank may see fit pursuant to Clause 14.

15.2 Retention or continued use of the Card after the effective date of any change in the terms and conditions of this Agreement or the Fees Schedule shall constitute the

Cardholder's acceptance of such change.

15.3 If the Cardholder does not accept the proposed change by the Bank, the only recourse available to the Cardholder is for him to terminate the Card in accordance with Clause 10.1 or 10.2 (as the case may be).

16. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Macau and the Cardholder irrevocably submits to the non-exclusive jurisdiction of the Macau courts.

17. Miscellaneous

17.1 This Agreement has been prepared in both Chinese and English versions. In case of any conflict or deviation between the two versions in terms of their interpretation, the Chinese version shall prevail.

17.2 If at any time any terms and conditions hereof becomes illegal, invalid or unenforceable, the remaining terms and conditions hereof shall in no way be affected or impaired thereby.

17.3 This Agreement shall be binding on each successor and personal representative of the Cardholder, and any person lawfully acting on behalf of the Cardholder.

17.4 No failure to act or omission or delay by the Bank to exercise or enforce any right under any terms and conditions of this Agreement shall operate as a waiver of such right, nor shall any single, partial or defective exercise of any right prevent any other or further exercise of such right or the exercise of any other right.

17.5 The Cardholder may not assign any of his rights and/or obligations under this Agreement. The Bank may assign any of its rights and obligations under this Agreement to any third party.