

## **BCM CREDIT CARD CARDHOLDER AGREEMENT GENERAL TERMS & CONDITIONS (PERSONAL ACCOUNT)**

(Effective from 4 March 2024)

Please read carefully the Cardholder Agreement printed below. By using the Card you are accepting the Terms & Conditions set out below and will be bound by them.

### **PART I: GLOSSARY**

In this BCM Credit Card Cardholder Agreement (“Agreement”), the following expressions shall have the following meanings unless the context otherwise requires:

1. “Bank” – means Banco Comercial de Macau S.A., or its successors and assigns;
2. “Visa” – means Visa Worldwide Pte. Limited;
3. “MasterCard” – means MasterCard Asia/Pacific Pte. Ltd.;
4. “JETCO” – means Joint Electronics Teller Services Limited;
5. “Card” – refers to all credit cards, including those replacement or subsequently renewed Cards, issued by BCM from time to time under this Agreement;
6. “Cardholder” – means a person to whom has been issued and whose name appears on a Card;
7. “Principal Cardholder” – means the Cardholder at whose request and in whose name a Card Account has been opened and is maintained;
8. “Supplementary Card” – means a Card from time to time issued by the Bank to a Supplementary Cardholder at the joint request of that Supplementary Cardholder and the Principal Cardholder;
9. “Supplementary Cardholder” – means a Cardholder to whom a Card is issued at the joint request of that Supplementary Cardholder and the Principal Cardholder;
10. “Card Account” – means the account opened and maintained by the Bank in the name of the Principal Cardholder in respect of anyone of the Cards (including Principal Cards and Supplementary Cards ) issued by the Bank at the request of the principal Cardholder;
11. “Bank Account” – means in relation to a Cardholder, any account (other than the Card Account but including joint account) maintained by the Bank which the Cardholder by himself is entitled to operate and in respect of which the Cardholder has requested and agreed by the Bank to be able to effect Banking Transactions;
12. “Settlement Account” – means in relation to a Cardholder, and account (other than the Card Account but including joint account) maintained by the Bank, from which the Cardholder has authorized the Bank, at application, to make direct debit to settle, partially or totally, the balance in the Card Account, providing that the Cardholder has chosen the Credit Card Autopay Service offered by the Bank.
13. “Card Currency” – means the currency associated with each Card thereby issued by the Bank in which the settlement of the Card Account and any other Charges in relation to the Card shall be based on.
14. “Transaction” – means a transaction in connection with a Bank Account effected through the use of a Card in conjunction with the related PIN (whenever applicable) or effected through the use of ATM service, telephone banking service or e-banking service introduced by the Bank in accordance with the relevant provisions of such services relating to the use of Cards or to the Card Accounts;
15. “Current Balance” – means the statement balance specified in the Card Account statement;
16. “PIN” – means, in relation to a Cardholder, the personal identification number issued or approved for use by the Bank to:
  - a. Gain access to Terminal to effect a Transaction or
  - b. Obtain a Cash withdrawal or
  - c. Obtain a Cash Advance



17. "Cash Advance" – means a cash advance on the Card Account obtained by the use of a card in conjunction with the related PIN or presentation of a Card and, as the circumstances require, the outstanding balance for the time being of any such advance that includes a cash advance on the Card Account in accordance with the emergency cash procedures.
18. "Cash Withdrawal" – means a withdrawal of cash in connection with the Bank Account effected through the use of a Card in conjunction with the related PIN at the Visa, MasterCard or the JETCO network;
19. "ATM" – means an Automatic Teller Machine through which a Transaction or Cash Withdrawal may be effected;
20. "Terminal" – means any machine or device (such as ATM or Point-of Sale terminal) approved by the Bank or Provided by any Visa Card or MasterCard member network from time to time through which a Banking Transaction or a Cash Advance may be effected.

## **PART II: CARE OF THE CARD**

The Principal Cardholder must make reasonable efforts to ensure that each Cardholder:

1. Signs the card issued for the Cardholder's use immediately after receiving it;
2. Never allows another person to use the Card, Card number or PIN provided or approved for the Cardholder's use;
3. Keeps the Card safe and the PIN secret;
4. Never writes the PIN on the Card or on anything kept with it;
5. Destroys the notice of the PIN promptly after receiving it;
6. Complies with any reasonable instructions that the Bank may give about the use and safekeeping of the Card, Card number and PIN.

## **PART III: USE OF THE CARD**

BCM Credit Card ("Card") is issued by Banco Comercial de Macau S.A. (the "Bank") to the applicant ("Principal Cardholder") and any person ("Supplementary Cardholder") nominated by the Principal Cardholder and approved by the Bank to receive a Supplementary Card.

The use of the Card by the Principal Cardholder and/or the Supplementary Cardholder (collectively called the "Cardholder") signifies and constitutes the Cardholder's agreement to abide by the following terms and conditions of this Agreement:

### **1. USE OF CARD**

- 1.1 All Card(s) shall remain the property(ies) of the Bank and must be surrendered by the Cardholder to the Bank immediately upon request by the Bank or its duly authorized agent.
- 1.2 Upon receipt of the Card, the Cardholder must:
  - a. Sign the Card immediately;
  - b. Not permit any other person to use it;
  - c. Keep the Card secure at all times.
- 1.3 The Card remains the property of the Bank and cannot be pledged as security for any purpose whatsoever. The Bank is entitled at any time to impose any limit whether in amount or otherwise on the use of Card, to withdraw, cancel or determine any Card and / or any services thereby offered without giving prior notice and reasons therefore. The Bank shall not be liable for any or all consequence relating to or arising out of such withdrawal cancellation or determination.
- 1.4 The Bank will assign a credit limit to the Card Account which must be strictly observed by the Cardholder and which may be varied by the Bank from time to time by notice to the Cardholder:
  - a. The Cardholder may apply for a review of his / her assigned credit limit at any time;
  - b. The Bank may at its sole discretion (but shall not be obliged to), without prior notice to the Cardholder, increase the credit limit from time to time or permit card transactions to be effected in excess of the credit limit and posted to the Card Account;
  - c. The Cardholder shall be liable for any related transaction in accordance with the terms of this Agreement;
  - d. The Bank may at its sole discretion, as a result of a reasonable assessment of the credit risk associated with the Card Account or the Cardholder based on information available to the Bank, adjust the credit limit to such amount as it thinks fit without prior notice to the Cardholder.
- 1.5 The Cardholder shall:
  - a. Not exceed the credit limit assigned by the Bank from time to time at its discretion ("Credit Limit");
  - b. Not exceed the cash advance limit (which forms part of the Credit Limit) assigned by the Bank from time to time at its discretion ("Cash Advance Limit");
  - c. Not use the Card after it is withdrawn or cancelled.

- 1.6 The Cardholder will keep any personal identification number ("PIN") in connection with the use of the Card strictly confidential and immediately inform the Bank if the PIN is known to any other person. The Cardholder will accept full and sole responsibility for and fully indemnify the Bank against all consequences, loss and / or other liability incurred as a result of the PIN being known to another person for whatsoever reason.
- 1.7 When the Card is used, the Cardholder shall sign the sales slips with the signature appearing on the Card. Failure to do so will not relieve the Cardholder from liability for the use of the Card.
- 1.8 The Cardholder shall assume full responsibility for all credit card facilities extended by the Bank in respect of the Card whether or not within the Credit Limit and for related costs, charges and fees. The Bank may at its discretion issue Supplementary Card(s) to any person or persons nominated by the Principal Cardholder as Supplementary Cardholder(s). Both the Principal and Supplementary Cardholder(s) shall be jointly and severally responsible and liable for the use of the Card and of any Supplementary Card(s). The terms and conditions set out in this Agreement shall also be binding on the Supplementary Cardholder(s).
- 1.9 The Cardholder hereby agrees not to use the Card as payment for any illegal purchase.

## **2. TRANSACTIONS EFFECTED THROUGH CARD**

- 2.1 The Cardholder can use his Card at any contracted Visa or MasterCard merchant outlet which accepts the Card for effecting purchase of the goods and / or services. The Bank, however, shall not be responsible if the Card is not honored at any of the aforesaid establishments for any reason whatsoever nor shall it be responsible in any way for the goods and / or services supplied by the merchants. Any complaints from the Cardholder against the merchant establishment 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.
- 2.2 Any request by mail, telephone, electronic means or fax made by a Cardholder to any merchant establishment 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 draft for the amount to be charged and an acknowledgement that the sales draft, if endorsed "Mail Order" or "Telephone Order" or "Electronic Order" or "Fax Order", as the case may be, shall be deemed as having been duly signed by the Cardholder.
- 2.3 The Cardholder may use the Card for services provided by the Bank from time to time at any branches of the Bank or through operating of the ATM or any other electronic data transmission terminals designed or provided by the Bank. The Bank will also provide to each Cardholder a Personal Identification Number (PIN) for the use of the Card at such Terminals. At no time and under no circumstances shall the Cardholder disclose this PIN to any person nor shall he keep any written record of the PIN in manner to enable someone else to use the Card.
- 2.4 The Bank or any member Bank and / or other institution shall not be responsible for any and all consequence, if the transactions involving the use of the Card are not honored or inoperative for any reason whatsoever or if there is a malfunction and / or failure of the ATM or Terminal or network.
- 2.5 The operation of such terminal by use of the Card shall at all times be subject to all the terms and conditions of Banco Comercial de Macau S.A. 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.
- 2.6 The Bank's record in relation to any cash advance or any other transaction effected involving the use of the Card on the ATMs or Terminals or through any channels offered by the Bank shall in all respect be conclusive and binding on the Cardholder.

## **3. ATM FACILITIES**

Use of the ATM facilities with the BCM Credit Card is subject to and upon the following terms and conditions of the Bank:

- 3.1 The Card is and shall at all times be the property of the Bank. The Bank reserves the right at all times at its absolute discretion to terminate this service for the Cardholder by withdrawing the Card or the service thereby provided if any misuse of the Card is found.
- 3.2 The Bank will issue to the Cardholder or each of the Cardholders a Personal Identification Number ("PIN") for the use of the Card at the JETCO Network.
- 3.3 The PIN is issued and delivered by mail or in person to the Cardholder at his own risk.
- 3.4 The Cardholder shall at all circumstances keep the PIN in absolute secrecy. At no time and under no circumstances shall the Cardholder disclose his PIN to any person nor shall he keep any written record of the PIN in manner to enable someone else to use the Card.



- 3.5 The Cardholder hereby irrevocably authorizes the Bank to debit (without prior notice to the Cardholder) the Bank Account of the Cardholder the amount of any withdrawal transfer and / or transaction involving the use of the Card at the ATM of the Bank or at the ATM of any other Member Bank whether or not made with his knowledge or by his authority and shall be fully liable for all the aforesaid transactions under all circumstances. The Cardholder hereby further agrees to indemnify the Bank and keep the Bank fully indemnified against all losses and expenses, including all legal charges, claims and replacements, which may be suffered or incurred by the Bank arising from or relating to the above situations.
- 3.6 The Cardholder also authorizes the Bank to debit (without prior notice to the Cardholder) the Bank Account of the Cardholder all the charges decided by the Bank at its own discretion for the ATM facilities.
- 3.7 In the event of loss or theft of Card, the Cardholder shall immediately notify such loss or theft to the Bank. The Bank shall terminate the service upon receipt of such notice and the Cardholder shall be fully responsible for all transactions involving the use of the Card by any person whosoever whether or not authorized by the Cardholder prior to the Bank's actual receipt of such notice.
- 3.8 If the Bank Account that is associated with the ATM facilities of the Card is held by more than one person, each and every one of the holder(s) shall be responsible for all transactions involving the use of the Card so issued and the terms and conditions herein shall be binding on each and every one of the account holders.
- 3.9 The Cardholder shall at all times assure sufficient funds in the Bank Account(s) for the withdrawal or transfer at the ATM and hereby agrees and authorizes the Bank to debit (without prior notice to the Cardholder) from his Bank Account(s) the amount of such withdrawals or transfers from time to time. If withdrawal or transfer is made without sufficient funds, the Cardholder shall repay the Bank immediately on demand such amount overdrawn or over-transferred together with interest thereon at the rate chargeable by the Bank from time to time on overdraft accounts.
- 3.10 The Bank shall not be responsible for any and all consequences, if the transactions involving the use of the Card are not honored or operative for any reason whatsoever or if there is any malfunctioning and / or failure of the ATM. The customer advice slip(s) issued by the ATM in respect of the acceptance of the transaction(s) represent(s) only what the Cardholder has purported to have performed at the ATM and shall in no way and under no circumstances bind the Bank as to its / their correctness.
- 3.11 The records of the Bank in relation to any transactions by the use of the Card on any ATM shall in all respects be conclusively binding on the Cardholder for all purposes.

#### **4. CREDIT CARD CHARGES**

- 4.1 Cardholder shall comply with the Cardholder Agreement and shall be liable to all prevailing credit card related fees, charges and interests that are set out in BCM Credit Card Service Tariff Table. The latest version of the BCM Credit Card Service Tariff Table is available at BCM Website at [www.bcm.com.mo](http://www.bcm.com.mo) or at any BCM branches.
- 4.2 Pursuant to Clauses 4.5 hereinafter, the Bank shall keep active an account in connection with the Card ("Card Account") where all amounts in respect of the purchase of goods and / or services all cash advances and otherwise all other transactions related with the utilization of the Card ("transactions"), as well as all charges, commissions, interests and balance outstanding and otherwise all other amounts in respect of the card will be entered (collectively defined as "charges").
- 4.3 Monthly Statement
- The Bank shall send a statement (including physical or electronic statement) to the Cardholder on the date of the statement ("statement date") on a monthly basis (monthly statement) or with a different periodicity, as agreed upon at any moment, during which credit or debit entries were made to the Card Account. Such statement will be issued by regular mail or any other electronic channels, such as BCM Net e-Banking/Mobile Banking Service.
  - The monthly statement shall show all transaction activities made in connection with the utilization of the card during the period in which it refers to the transactions, the fees, the total amount outstanding, the minimum amount due and payable and the latest payment due date, etc.
  - The Cardholder should verify the accuracy of each transaction shown in his / her statement and notify the Bank immediately in writing, by telephone or otherwise through any other channels made available by the Bank, of any error or omission therein upon received the statement through any channels stated in 4.3(a). Entries shown in the statement shall at all times be considered as correct should the Cardholder fail to inform the Bank by way of the above-mentioned means within 14 days as from the statement date.
  - If the Cardholder does not receive the statement within 7 days following the statement date, he should immediately notify the Bank and request a copy of the statement. The Bank reserves the right not to send any statement if there were no transaction posted to the Card Account since the last statement date or if the debit or credit balance in the said account is lower than the amount defined by the Bank from time to time.



- 4.4 The "automatic payment amount" shall be the equivalent of the minimum payment or full payment of the outstanding balance (as defined by the Cardholder in his application form) that shall pay monthly through the autopay service of the Bank, i.e., direct debit of the automatic payment amount from the Cardholder's Bank Account on the payment due date. If the Cardholder intends to amend the above-mentioned autopay selection, he should notify the Bank in writing, by telephone or otherwise through any other means made available by the Bank.
- 4.5 Amounts in connection with transactions made with the card, cash advances, annual fees, commissions, costs and otherwise all other financial charges (collectively "fees") will be debited in the currency of the card. Transactions made in currency(ies) other than the currency of the Card shall at all times be debited to the Card in their counter-value at the rate of exchange determined by the Bank or Visa or MasterCard at each moment.
- 4.6 Without prejudice to the right of the Bank to demand the payment of the Card's full amount outstanding at any time, including before or on the latest payment due date, it is hereby agreed that the Cardholder shall pay to the Bank the outstanding amount and all related fees and charges, in accordance with the stipulation of each statement of account, failing which the Card will be cancelled and at the same time, any outstanding amount in other credit facilities of the Cardholder with the Bank will be considered due immediately whereas the Bank has the right to demand the settlement of such balance, outstanding amount and charges immediately by the Cardholder.
- 4.7 If the outstanding balance is not paid in full on or before the payment due date, or should the payment occur after the next Statement Date, the Cardholder should pay an indemnification to the Bank due to non-compliance of the payment deadline, being such indemnification be calculated at the prevailing interest rate defined by the bank from time to time for each transaction, including Cash Advance, as from the day the transaction or Cash Advance took place since the Statement Date and all relevant fees and charges. In other words, Cardholder cannot enjoy the interest free period counting from the Statement Date. Subsequently, any new transaction made thereafter by the Cardholder will immediately be subjected to interest rate calculation as from the day of the transaction took place.
- 4.8 All the unsettled fees and charges as well as outstanding amount will be brought forward to the following month for the purpose of calculation of the indemnification amount, as per the stipulation under clause 4.7, until the full amount was paid and settled.
- 4.9 Should legal proceedings be required for events of default, the presentation of the statement of account as of the date of the writ is filed together with the calculation of the interest payment liable by the Cardholder for all the outstanding amount and fees shall be sufficient evidence, and the Cardholder shall not have the right to contest or refute the total amount shown in the statement and the related interest amount. The debtor shall bear all court fees, solicitor's fees and attorney's fees in connection with legal proceedings. All litigations arising from or in connection with his Contract shall be solved by the Courts of Macau.

## **5. PAYMENT OF CHARGES**

- 5.1 The Principal Cardholder and Supplementary Cardholder(s) jointly and severally undertake and agree to pay promptly on demand all debts, liabilities and / or money provided to be chargeable and / or payable by the Cardholder howsoever incurred by the use of any or all of Card(s) whether or not such use is authorized hereby or in breach hereof and whether or not such use is by the Cardholder or any third party or parties and whether or not any such liability be incurred and / or discovered prior or subsequent to the cancellation or termination of the Card.
- 5.2 The whole of the outstanding balance on the Card Account together with the amount of any outstanding Card Transactions and Charges effected but not yet charged to the Account will become immediately due and payable to the Bank:
- Upon demand from the Bank;
  - Upon cancellation of the Cardholder's Card Account;
  - On the Bankruptcy or death of the Cardholder.

And his estate shall be responsible for settling such amount outstanding 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 a finance charge at its prevailing rate pending repayment in full by the Cardholder.

- 5.3 Payment by the Cardholder to the Bank shall not be considered to have been made until the relevant funds have been actually received by the Bank and without any set off, claim, condition, restriction or withholding whatsoever. Payment made by the Cardholder to the Bank will be applied first in or towards payment of all legal fees reimbursement, interest or finance charge, second in or toward payment of all other fees and charges and third in or towards repayment of all principal amount.



- 5.4 The Cardholder acknowledges that the Card Account shall not be used as a depository account for depositing money (regardless of the value of such deposit) and any overpayment in excess of the charges shall be kept to a minimum. If there is credit balance in the Card Account after settling the charges ("Credit Balance"), the Bank has the sole discretion to return all (but not part of) the Credit Balance to the Cardholder in the following ways without prior notice or giving any reasons therefor: (i) where the Cardholder maintains Bank Account(s) with the Bank ("Existing Account(s)"), by depositing the Credit Balance into any of the Existing Account(s); (ii) where the Cardholder does not maintain any Existing Account(s), by sending a cheque or cashier order in favour of the Cardholder for the amount of the Credit Balance to the last known address of the Cardholder registered with the Bank; or (iii) by any other means as the Bank may deem appropriate.
- 5.5 The Cardholder hereby irrevocably authorizes the Bank to debit (without prior notice to the Cardholder) from time to time the Settlement Account of the Cardholder the Autopay Amount, as defined in the Application Form by the Cardholder, to settle all charges with the Card Account if the Cardholder has given instruction to the Bank to utilize the Autopay Service at application or at any time in writing or by telephone.
- 5.6 The Cardholder hereby irrevocably authorizes the Bank to debit (without prior notice to the Cardholder) any other Account of the Cardholder with the Bank the total or any outstanding amount together with relevant charges involving the use of the Card of the Bank whether or not made with his knowledge or by his authority and shall be fully liable for all the aforesaid transactions under all circumstances. The Cardholder hereby further agrees to indemnify the Bank and keep the Bank fully indemnified against all losses and expenses, including all legal charges, claims, and replacements, which may be suffered or incurred by the Bank arising from or relating to the above situations.

## **6. LOSS OR THEFT OF THE CARD**

- 6.1 If the Card is lost or stolen, the Cardholder must notify immediately upon discovery of loss and confirm such loss or theft through the Bank's 24-hour Emergency Assist (Chinese / Mandarin / English: 8796 8888).
- 6.2 The Cardholder shall be fully liable to the Bank for every Card Transaction effected through the use of the Card by any person(s) until the loss / theft case has been reported to the Bank. Such liability, subject to the Bank's absolute discretion, however, may be discharged provided that the Bank is satisfied that the Cardholder has acted in good faith and with reasonable care and due diligence in safeguarding the Card and the Personal Identification Number.
- 6.3 Notwithstanding the foregoing, the Bank may at its sole and absolute discretion act on any oral notice or report of loss or theft of a Card purportedly given by or on behalf of the Cardholder or any one 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.
- 6.4 Under no circumstances, will the Bank be obliged to issue a Replacement Card to the Cardholder. If the Bank agrees to issue a Replacement Card, it shall be entitled to charge the Cardholder with a handling fee.

## **7. INSURANCE**

- 7.1 The Bank may from time to time arrange insurance benefit for Cardholders. It is expressly understood that the Bank should not be held responsible or liable for loss and / or damages suffered by the Cardholders, their spouses and dependent children aforesaid. The Bank may amend any terms and conditions of the policy upon written notification of change from the Insurer. For the purposes of this section the Bank shall not be deemed as the Insurer or any agent of the Insurer.

## **8. CANCELLATION**

- 8.1 The Bank may at any time terminate the Card without prior notice or cause. Upon demand, the Cardholder shall unconditionally and without reservation immediately surrender or procure to surrender the Cards to the Bank provided that the Cardholder shall remain liable for all debts incurred before the surrender to all Cards.
- 8.2 The Cardholder may at any time terminate this Agreement or the use of Supplementary Card(s) or all Cards by a written notice to the Bank together with the return of the Card and any Supplementary Card(s) or all Cards to the Bank cut in halves.
- 8.3 The Bank reserves the right to levy charges against the Cardholder to cover the costs and expenses arising out of the operation of cancelled Cardholder's account with credit balances.

## **9. AMENDMENTS**

- 9.1 The Bank reserves the right to alter, add and / or delete these terms and conditions from time to time and may notify the Cardholder of any such changes and the effective date in any manner it thinks fit. Retention or use of the Card after the effective date will constitute acceptance of such changes without reservation by the Cardholder.

9.2 If the Cardholder does not accept the proposed change, the Cardholder must terminate the use of the Card by written notice to the Bank and return the Card cut in halves to the Bank prior to the effective date.

## 10. MISCELLANEOUS

- 10.1 To enable the Bank to consider whether to provide the Cardholder with any services, the Cardholder is required to supply the Bank from time to time the Cardholder's personal information ("Personal Data"). His / Her failure to do so may result in the Bank's inability to provide such services.
- 10.2 The Personal Data will be used for considering the Cardholder's request and subject to the Bank agreeing to provide such service, the Personal Data and details and all information relating to transactions or dealings with the Bank will be used in conjunction with the provision of such service to the Cardholder. The Cardholder agrees that the Bank may use, store, transfer (whether within or outside the Macau Special Administrative Region), disclose to or obtain from other financial institutions, charge or credit card issuing companies, credit information or reference bureaux, agencies or organizations which provide information exchange service to financial institutions, credit card issuing companies, collection agencies, computer and printing firms, service providers or any other person as the Bank considers necessary, including any member of the Dah Sing Banking Group, information for any purpose in connection with services the Bank may provide to the Cardholder, and / or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Cardholder) with other Personal Data concerning the Cardholder, and / or for the purpose of promoting, improving and furthering the provision of services by the Bank / other Dah Sing Banking Group members to customers generally, and / or any other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of personal data as set out in Statement, Circulars, Notices or other Terms and Conditions made available by the Bank to the Cardholder from time to time.
- 10.3 Cardholder acknowledges and agrees that (a) the information contained in this form is collected and may be kept by the Bank for the purpose of automatic exchange of financial account information, and (b) such information and information regarding the account holder(s) and any reportable account(s) may be reported to Financial Services Bureau or other designated supervisory authorities of the Government of the Macau Special Administrative Region and exchange with the tax authorities of another jurisdiction or jurisdictions in which the account holder(s) may be resident for tax purposes pursuant to the legal provisions for exchange of financial account information provided under respective laws of Macau SAR.
- 10.4 Cardholder consents for the Bank, for the purpose of implementation of the "Foreign Account Tax Compliance Act" (referred to as "FATCA") to disclose, report, or share Cardholder's U.S. Taxpayer Identification No. (TIN), Cardholder's personal identification information and the information relating to Cardholder's account(s) with the US Internal Revenue Service (IRS) and Financial Services Bureau of Macau Special Administrative Region to establish Cardholder's tax liability in the relevant jurisdiction.
- 10.5 When required by IRS regarding the implementation of the "Foreign Account Tax Compliance Act" (referred to as "FATCA"), Cardholder agrees and authorizes the Bank to withhold from Cardholder's account(s) such amounts pursuant to the request of IRS.
- 10.6 The Cardholder has the right to request access to and correction of any of the Personal Data or to request the Personal Data not to be used for direct marketing purpose. Any request may be made in writing and addressed to the Credit Card Centre of Banco Comercial de Macau S.A., Avenida da Praia Grande No.572, Macau. The Bank will comply with such requests unless the Bank may or is required to refuse to do so under the applicable law and regulations.
- 10.7 The Cardholder shall promptly inform the Bank in writing of all changes in employment, business or residential address and country of residence.
- 10.8 All notice, statements or correspondence issued by the Bank may be sent by regular mail or electronic channels to the last known address, mobile number, E-mail address, BCM Net e-Banking Service or its inbox service, etc of the Cardholder and shall be deemed to have been received by the latter 2 days after posting or the same day after sending out through electronic channels.
- 10.9 In the course of providing Card Services, the Bank may need to record verbal instructions received from the Cardholder and / or any verbal communication between the Cardholder and the Bank in relation to such services.
- 10.10 The Bank shall be entitled to employ outside debt collecting agency and / or institution to collect any or all sum due but unpaid by the Cardholder and for doing so, the Cardholder shall be obliged to indemnify the Bank for all losses, damages, expenses incurred by the Bank in employing such outside debt collecting agency or institution or its nomination agent. Furthermore, 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.
- 10.11 No failure or delay by the Bank in exercising any right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.



10.12 If any provision of this Agreement shall be held to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall in no way be affected or impaired hereby.

10.13 The Cardholder agrees that all provisions contained herein shall continue in full force and effect notwithstanding the termination of the use of the Card in accordance with this Agreement.

10.14 In this Agreement, if the context permits or requires, words importing one gender shall include all other genders and words in singular number shall include plural number and vice versa. Headings are for reference only and will not affect construction of this Agreement.

10.15 This Agreement is written in Chinese and English. In the event of any conflict interpretation, the Chinese version shall prevail.

10.16 This Agreement is governed by the Law in force in Macau and the parties concerned agree in submitting all the conflicts arising from the interpretation of this Agreement or in connection with the use of BCM Credit Card to the non-exclusive jurisdiction of the Courts of Macau.