



澳門國際銀行有限公司
信用卡持卡人合約

澳門國際銀行股份有限公司(簡稱「銀行 / 本行」)以下列條款發出的 VISA / 萬事達卡 / 銀聯產品，包括但不限於鑽石卡、世界卡、白金卡、商務卡、鈦金卡、金卡、普通卡、聯營信用卡或於任何時刻得由本行規定之其他信用卡（下稱「信用卡 / 此卡」），予包括主卡或其附屬卡的申請人（簡稱「持卡人」）。

本行及持卡人均受下列各條款之約束：

1. 此卡屬本行所有，不得轉讓。若本行及本行授權之代理人要求，持卡人須立即交還此卡。
2. 持卡人於收到信用卡時，必須即時簽署此卡。此等簽署及/或信用卡之使用皆構成持卡人同意接受本合約條款之約束。不論在任何時間下，持卡人須妥善保管其信用卡，不得允許任何其他人士使用其信用卡。持卡人亦不得以任何擔保為目的將其信用卡交與他人作質押之用。
3. 本行發行之信用卡(包括主卡、附屬卡、補發卡或期滿期發卡)，其目的是使持卡人得享用由本行自行決定提供之便利及設施，但須受限於以持卡人之名義開立於本行之信用卡賬戶(簡稱「賬戶」)之綜合信用限額(簡稱「綜合信用限額」)，包括：
 - (a) 支付任何購買貨物及/或服務之價款及/或無償捐贈；及/或
 - (b) 經本行預先安排之現金透支及/或信貸服務；及/或
 - (c) 利用本行或其他銀聯通寶有限公司(簡稱「銀通」)或中國銀聯(簡稱「銀聯」)之成員銀行之自動櫃員機服務及/或任何其他電子付款網絡，就持卡人於本行所開立之存款或其他賬戶(簡稱「銀行賬戶」)進行銀行電子交易。
4. 即使持卡人沒有簽署任何單據，持卡人仍須負責一切因信用卡的使用而進行的交易。沒有持卡人簽署而進行的交易，包括但不限於以下列方式進行之交易：電話、傳真、郵寄、互聯網(包括利用信用卡取得透支現金以及通過使用此卡進行之任何交易)、直接授權從賬戶轉賬，或利用自動櫃員機(無論此設備是否屬於本行)、商戶之銷售點終端機、信用卡付費電話、或任何其他本行得隨時認可之設備。
5. 持卡人須對本行授與其的信用卡的信貸綜合信用額度負責，即使本合約終止，持卡人仍須負責償還所有通過此卡進行之交易款項及有關之全部費用。
6. 綜合信用限額：
 - (a) 本行向信用卡賬戶授予的綜合信用限額，持卡人務必恪守，但可隨時申請重訂限額。本行可自行決定(但並無義務)在交易款項超出綜合信用限額的情況下，批准以此卡進行的交易；持卡人須就交易款項按本合約的條款負上全責。
 - (b) 綜合信用限額是以澳門幣計算，持卡人名下所有信用卡共用一個綜合信用限額。
 - (c) 銀聯三幣鑽石卡 / 白金卡 / 金卡(簡稱「銀聯三幣信用卡」)有一個綜合信用限額，另有三個不同幣種限額，分別為澳門幣限額、港幣限額和人民幣限額。未使用之任何一種幣種限額可消費至最高以澳門幣計算之限額。
 - (d) 銀聯三幣信用卡具有單一個信用卡號碼，其內有三個不同幣種的賬戶：一個澳門幣主賬戶、一個港幣賬戶和一個人民幣賬戶。澳門幣交易以澳門幣結算，港幣交易以港幣結算，人民幣交易以人民幣結算，其他幣種之交易以澳門幣結算。
7. 無論任何原因，信用卡一旦發生超額，不論本行是否提出要求，持卡人須即向本行償付超額之款項。
8. 本行經批核後可能發出附屬卡予主卡持卡人提名的人士。主卡及附屬卡持卡人共同使用一個經本行訂定的綜合信用限額，並不得超過之。對所有信用卡被超額使用的情況，主卡及附屬卡持卡人仍須對此負擔連帶責任。
9. 主卡及附屬卡持卡人共同及單獨承諾，一經本行要求，須立刻繳付因使用信用卡而欠下之各類債務及/或應支付及/或到期的款項，並負擔連帶責任。不論任一持卡人是否依章使用信用卡，或信用卡是否經由持卡人本人或無論是否獲授權的第三者使用，亦不論該等債務與款項是在信用卡被註銷或有效期屆滿前或後產生或發現，該等責任仍然不變。
10. 如信用卡包含「提款卡」功能(即本行所發出之「國際通卡」)，可利用本行、銀通/銀聯成員銀行或與其他付款網絡連通的自動櫃員機進行交易(不限於一般過戶及現金透支交易)，持卡人在憑信用卡進行該等交易時，須遵守本合約及有關使用國際通卡的合約條款。持卡人如無意繼續使用國際通卡功能，應立刻以書面形式知會本行。若因任何自動櫃員機機件發生故障或失效，或無論任何原因透過信用卡進行的交易不被接受，而產生任何後果(包括經濟損失)，本行概不因此而承擔任何責任。
11. 信用卡或密碼遺失：

- (a) 持卡人如發覺信用卡或私人密碼遺失或被竊，必須立即知會本行信用卡部，並以書面形式確認失卡。本行信用卡部收到報失通知確認前，持卡人須對任何人使用信用卡或私人密碼所作的一切交易賬項負責。
- (b) 持卡人如在保管或使用此卡及/或私人密碼方面有欺詐行為或重大過失；或在知情的情況下(無論自願或非自願)提供此卡及/或私人密碼予第三者，或於發現遺失或被竊後，未有遵照本行的規定，在合理範圍內立即向本行報失，持卡人須就所有交易(不設上限)負上全責。如未能遵守本行不時以任何通訊方式向持卡人建議的任何保管或使用信用卡及/或私人密碼的措施，可被視為重大過失。
- (c) 本行有權決定是否接受任何自稱持卡人或其代表對信用卡或私人密碼之口頭報失。惟本行根據該口頭報失而採取之行動，毋須對持卡人負上任何責任，而持卡人亦不能因此而得以免除本協議內各項應負的責任。
- (d) 對於是否補發新卡，本行有絕對決定權。
12. 本行有權從主卡持卡人及/或其附屬卡持有人所開立之任何銀行賬戶(無論該賬戶屬於存款、貸款或其他任何性質、或是否受任何通知之約束)在任何時間支取所有信用卡(包括附屬卡)交易之款項和所有費用、欠款及其他據本合約應付的款額(統稱為「費用」)，以償付信用卡賬戶的欠款。本合約所指費用、費率及條件載於本行當時生效之收費表上。
13. 信用卡交易條款
- (a) 以澳門幣或港幣以外之貨幣進行的交易付款，將按本行所訂收費和兌換價加上 VISA 國際組織 / 萬事達卡國際組織於處理該等費用過賬當日所採用的兌換價計算，把所付之外幣兌換成澳門幣 / 港幣後，才記入持卡人賬戶中。本行將對使用澳門境外商戶之持卡人收取一項額外跨境服務費。
- (b) 銀聯三幣信用卡之交易為港幣交易及所產生之費用會以港幣賬戶作結算、人民幣交易及所產生之費用會以人民幣賬戶作結算，澳門幣或其他外幣交易所產生之費用會以其澳門幣主賬戶作結算，而該外幣交易將通過銀聯當天的轉換匯率轉換至澳門幣加上手續費(如適用)。
- (c) 如以銀通自動櫃員機進行現金透支交易，將根據每間銀行之幣種設置作結算。
14. 本行每月(在本行指定的結單日)向持卡人提供月結單(包括但不限於紙質或電子月結單)，列明此卡戶口目前尚未清償的款項總額(簡稱「月結單總結欠」)，由本行根據月結單總結欠釐定的最低付款金額(簡稱「最低付款額」)，該最低付款額屬持卡人須即時繳交的部分，以及持卡人須向本行繳付月結單總結欠剩餘款項的期限(簡稱「到期付款日」)。
15. 銀聯三幣信用卡的三個賬戶需分別以該賬戶對應的幣種進行支付：
- (a) 澳門幣賬戶須以澳門幣支付，但本行有權接受其他貨幣之付款，該付款可根據本行釐定的匯率及兌換率(若適用)折算為澳門幣後記入澳門幣賬戶。
- (b) 港幣賬戶須以港幣支付，但本行有權接受其他貨幣之付款，該付款可根據本行釐定的匯率及兌換率(若適用)折算為港幣後記入港幣賬戶。
- (c) 人民幣賬戶須以人民幣支付，但本行有權接受其他貨幣之付款，該付款可根據本行釐定的匯率及兌換率(若適用)折算為人民幣後記入人民幣賬戶。
16. 銀聯三幣信用卡之簽賬積分獎賞不適用於：
- (a) 現金透支、政府費用、所有經本行繳費服務之交易、信用卡收費繳款(例如：年費、財務費等)、所有分期計劃供款、澳門通加值金額、水費/電費/有線電視收費之自動轉賬交易、其他第三方快捷支付、商務卡之交易、未經許可的簽賬及本行不時指定之信用卡交易；
- (b) 使用銀聯三幣信用卡支付中國內地的交易及本行不時指定之信用卡交易。
17. 除本行可行使權利要求持卡人在到期付款日前或當日繳付月結單總結欠外，持卡人須按照月結單規定的費用/費率在到期付款日前或當日支付以下各款項給本行，除非另有規定：

(i)	<p>現金透支費用及現金透支利息</p> <p>持卡人每次使用現金透支服務的現金透支費用及按現金透支總額和有關現金透支費用計算的現金透支利息，此等利息在現金透支期間逐日累算。</p>
(ii)	<p>財務費用</p> <p>若本行在到期付款日當日或之前收到持卡人月結單中所示的月結單總結欠的全數，本行將不收取任何財務費用。若月結單總結欠未能如期全數繳付，持卡人須繳付財務費用，以本行當時釐定之費率按日從每項交易之交易日期起計算，直至清還全部欠款為止。此外，自上一月結單日起的所有新簽賬項將計入未付之結欠中以計算財務費用。持卡人同意並接受，財務費用是按本行當時所定費率計算，該費率得由多項收費綜合而得之，其中包含本行所墊付相關款項之收益(利息)及/或因持卡人不履行到期付款責任所產生之補償費用另可加上其他罰金及附加之服務費用。</p>
(iii)	<p>遲繳服務費用</p>

	若本行未能在到期付款日前或當日收到最低付款額，本行將向持卡人收取一項遲繳服務費用。
(iv)	年費 本行將於其指定日期向持卡人賬戶收取不可退還的年費。
(v)	退票 / 自動轉賬退回的收費 若付款入賬的支票不能兌現或自動轉賬之授權被拒絕或撤銷，本行將向持卡人收取退票手續費。
(vi)	補發新卡費 如需補發新卡，持卡人將須支付補領新卡的手續費。
(vii)	其他服務費用 若持卡人索取任何有關此卡或其他與持卡人賬戶有關的服務記錄，本行會從持卡人賬戶中收取服務費用。若持卡人要求其他服務，本行將按當時生效之收費表向持卡人收取相關服務費用。

18. 持卡人責任

- (a) 持卡人須負責查核月結單內所載的各項交易紀錄，除非持卡人於月結單發單日期起計十四天內以書面知會本行，指稱月結單所載有誤，否則本行有權將該月結單內所記錄之交易視作正確無誤。
 - (b) 如持卡人於結算日期前將未經授權的交易通知本行，則持卡人有權不支付該有爭議的賬項。本行不會在調查該有爭議的賬項期間，就該賬項徵收任何財務費用，亦不會就此作出對持卡人不利之信用報告。在本行進行誠信調查之後，如調查結果(對持卡人有所約束)顯示持卡人提出的報告並無根據，則本行保留權利可就該有爭議的賬項再徵收整段時期(包括調查時期)內的財務費用。
 - (c) 持卡人不得使用此卡於任何違法用途，包括用於購買適用於持卡人法律所禁止之產品或服務。
19. 在不影響本合約的其他條款前提下，若持卡人需離開澳門超過一個月，則持卡人須在離開澳門前妥善安排繳付費用給本行及通知本行。
20. 若本行因向持卡人催繳、追收或控告持卡人不履行在本合約規定下應付之任何欠款或因持卡人違反或不遵守本合約條款而需作出其他賠償，而須支付律師費、收賬費用或其他開支，持卡人將全數賠償本行以當事人身份支付給律師的所有費用及其他有關的費用及開支。在該等款項清償前，本行有權繼續對該等費用按當時費率收取財務費用。
21. 持卡人與商戶之任何糾紛，將由持卡人直接與商戶自行解決，持卡人不得藉著向商戶索償而抵銷所欠本行之債務或轉向本行索償，亦不可因而免除對本行之責任。有關任何商戶所供應之貨品或服務，或有任何商戶拒絕接受此卡，本行將毋須對此負責。商戶的退款在本行收到其正確無誤的退款單據後，才轉還到持卡人賬戶中。透過此卡戶口以設立、更改或取消直接付款授權指示來進行經常支賬項目，純為持卡人與有關商戶之間的協議。持卡人與商戶之間如有任何爭議，本行有權不予設立、更改或取消有關安排。
22. 持卡人繳付給本行的款項，須俟本行收受方能作實，而該款項必須不受任何抵銷、索償、條款、扣繳及其他任何條件所限制。持卡人支付予本行的款項或其他進賬，在毋須預先通知持卡人的情況下，本行得以其認為適當的次序用於償付各種費用及欠款。
23. 本行有權在毋須給予持卡人任何理由或事先通知情況下，取消、暫停、延長或更改任何提供給持卡人的服務、提高或降低綜合信用限額或現金透支限額、收回任一或所有信用卡、或終止本合約。不局限本行上述權利及作為實例說明，本行可能在下述情況下行使該等權利：例如持卡人違反本合約之任何條款、沒有支付到期款項或開始或面對破產、被執行或類似的訴訟或程序、申請時或及後被發現虛報資料。
24. 信用卡之終止與停用
- (a) 持卡人可以隨時以書面方式知會本行終止本合約，並應連同此卡及若有之全部附屬卡歸還本行。
 - (b) 本行可在任何時候通過取銷此卡來終止本合約而不須預先通知持卡人。
25. 持卡人如更改職業、辦事處或住宅地址或聯絡電話，須即時以書面方式通知本行。
26. 如持卡人未能或無力履行還款責任、宣告破產、無力付債或逝世，持卡人或本行取銷信用卡或終止本合約，或本行失去持卡人的下落；持卡人所有欠款(不論該欠款是否從此卡中支取或產生或發現於取銷信用卡或終止本合約之前或之後)一經產生或發現，在不需催告的情況下視為立即到期並須向本行悉數清付。持卡人或其財產承繼人(若適用)須為清償該欠款負責。在此債項尚未全數償清前，本行保留對該賬戶按其所定費率繼續收取財務費用之權利。
27. 本行可自行決定將此卡續期，除非主卡持卡人至少在此卡到期前一個月以書面方式通知本行不再續期。
28. 若信用卡賬戶結束後尚有結存，持卡人必須於賬戶結束時，扣除銀行手續費(若有)後，與本行作適當安排收回結存。對於已結束而有結存的賬戶，本行有絕對權利扣取賬戶保管費至該戶無結存而銷戶為止。
29. 適用於免息分期計劃，包括「商戶分期」、「賬單分期」、「易借分期」、「現金分期」及不時指定的分期：

- (a) 本行可接受或拒絕分期計劃的申請而毋須提供任何理由。本行不會因申請被拒絕而產生或承受的任何損失或責任負責。申請一經批核，持卡人將不可取消或更改，持卡人須受有關計劃之條款及細則約束。
- (b) 即使有關貨品及/或服務發生任何爭議或投訴，包括但不限於有關商戶未有提供相關服務貨品及/或服務，持卡人亦必須償還本合約項下持卡人拖欠本行的所有款項。無論在任何情況下，持卡人償還予本行的所有免息分期計劃款項將不獲退還，持卡人必須全數償還免息分期計劃金額和其他費用及收費予本行。
- (c) 持卡人知悉及同意有關貨品及/或服務的買賣交易為持卡人與商戶之間的交易，及持卡人必須為於稍後日期收取的有關貨品及/或服務先行付款。有關貨品及/或服務的任何爭議或投訴，持卡人必須自行直接與商戶解決，而信用卡組織的問題交易處理條款不適用於免息分期計劃。本行對商戶出售和供應的貨品及/或服務之所有事宜概不負任何責任。無論在任何情況下，本行沒有責任為持卡人處理有關爭議或投訴。
- (d) 本行可絕對酌情決定任何與免息分期計劃有關的事項，而所有有關決定為最終的並對持卡人有約束力。持卡人授權本行可向與免息分期計劃有關之人士透露、使用或交換任何有關持卡人的資料。
30. 持卡人在此同意及授權本行可以隨時毋須事前通知，從持卡人於本行開設之任何賬戶，無論這些賬戶是持卡人獨自或與其他人士共同擁有，調動所存之任何形式之款項，以抵銷或償還持卡人使用此卡之欠款。若某些欠款因未發生某些偶發或將來事件尚未需要償還，本行有權暫停支付相等於欠款額的賬戶存款給持卡人，直至此等偶發或將來事件發生為止。如需扣劃持卡人未到期的定期存款，持卡人同意放棄其未到期存款產生的孳息，扣收後的定期存款餘額一併轉入其活期賬戶。
31. 倘若(直接或間接)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本行、本行代理或分包商所能控制之事情發生，以致本行、本行代理或分包商不能履行本合約的，本行概不負責。本行可延遲行使本合約之權利而此舉不會引致本行喪失其權利。
32. 持卡人同意，當本行認為有需要或適當時，於絕對保密情況下，可透露有關該信用卡賬戶及持卡人之資料予第三者，包括但不限於外間之代收欠款機構、信貸管理公司及/或資料公司。本行有權向其認為適當的任何方面取得及/或查核有關持卡人及其提供之資料。為任何本行認為適當之目的及以任何本行認為適當之方式，本行得處理持卡人資料，將持卡人資料轉移出澳門或與其他資訊系統互聯。
33. 本行有權聘請外間代收欠款的機構、律師或公司，向持卡人追索其到期而仍未繳付的任何或所有款項。與此同時，如本行因聘請該等代收欠款機構、律師、公司或其委任者而蒙受各種損失、付出各種開支，持卡人必須給予本行完全的賠償。此外，對於該等行為人的失職、疏忽、行為或不良行為，本行絕不須肩負任何責任(不論是否在合約中已訂定)。
34. 在提供信用卡服務的過程中，持卡人同意本行以錄音記錄持卡人的口頭指示，及/或持卡人與本行在該服務過程中的任何對話。持卡人同意，本行認為恰當時得使用該服務過程中的任何對話錄音。
35. 本行保留對隨時修訂本合約條款以及收費的權利，並可以其認為適當之方式將此等修訂通知持卡人。除非此卡於任何修訂生效前退回本行以作取銷，否則持卡人須受此等修訂約束。
36. 持卡人同意持卡人的資料被轉移至澳門以外的其他司法管轄區，並同意由第三者代表本行在澳門境內或境外使用、處理及儲存持卡人的資料。本行將與第三者訂立合約，以採取合理的謹慎措施為持卡人的資料保密，並遵守、符合澳門的法律及規則。澳門及海外的監管及司法機構可在若干情況下取用持卡人的資料。
37. 持卡人確認及同意由本行向持卡人提供的有關交易 / 服務的若干服務、操作及處理程序，可不時由本行外判至本行的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本行或上述任何一方所挑選的任何第三者，不論其所在地，而此等服務供應商可不時為就其執行之服務及程序獲取有關持卡人及 / 或帳戶及 / 或本行向持卡人提供的交易和服務的資料。
38. (1) 所有本行發出之通知、月結單或書信可用普通郵遞方式寄往持卡人常居或最後報稱之地址，且於投寄後之兩天作送達論。
(2) 通知方式：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) 在銀行網站刊登；(b) 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）；(c) 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(d) 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。
39. 本合約所載之男性詞彙，皆適用於其他性別；單數字詞亦適用於眾數，反之亦然。
40. 無論何時，若本合約之任何條款變為違法、無效、或無法執行時，其餘條款皆不因此而受任何影響。
41. 本合約受澳門法律管轄並按澳門法律詮釋。對因本合約產生之糾紛，持卡人不可撤銷地承認澳門法院之專屬管轄權；如持卡人向澳門法院提起訴訟，本行依然可向其他任何主張或接受對持卡人或其任何財產管轄權之法院提起訴訟。本合約的中英文本，如有任何抵觸或矛盾之處，皆以中文文本為準。



Luso International Banking Limited Credit Card Cardholder Agreement

This Agreement applies to Diamond Prestige Card, UnionPay Triple Currency Diamond Card, Greater Bay Area Platinum Credit Card, UnionPay Triple Currency Gold Card, MOP Visa Platinum Card, HKD Visa Platinum Card, MOP Visa Classic Card, MOP Visa Lady's Card, Visa Lady's Platinum Card, MOP MasterCard World Card, HKD MasterCard Titanium Card, MOP Your Translucent MasterCard Card, HKD MasterCard Card, Tai Fund Supermarket Co-branded Card, AXA Co-branded Card, Macau Women Co-branded Card, Macau Pass Credit Card, City U CUP Platinum Card, City U MasterCard World Card, FUJIAN CUP Diamond Card, FUJIAN CUP Platinum Card and other credit cards ("the Card") issued by Luso International Banking Limited (the "Bank"). The applicant ("the Cardholder") of the Card should include the principal card applicant and the supplementary card applicant.

The Terms and Conditions used in this Agreement are listed as below:

1. The Card is the property of the Bank and is not transferable. The Card must be surrendered by the Cardholder to the Bank immediately upon request by the Bank or its agents.
2. Upon receipt of the Card, the Cardholder must sign the Card immediately. Such signature and / or use of the Card will constitute the Cardholder's agreement to be bound by these Terms and Conditions. The Cardholder must not permit any other person to use it and will at all times safeguard the Card and keep it under the Cardholder's personal control. The Card may not be pledged by the Cardholder as security for any purpose whatsoever.
3. The Card (including the principal card, all supplementary card, replacement or subsequently renewed card) is issued for use of, subject to the combined credit line extension ("the Combined Credit Limit") in the account opened and maintained by the Bank in the name of the Cardholder ("Cardholder's Account") in connection with facilities made available by the Bank from time to time at its absolute discretion, including:
 - a) The Payment(s) for any purchase of goods and / or services or for donation; and / or
 - b) Cash Advance and / or credit facilities, subject to any pre-arrangement required by the Bank; and / or
 - c) Electronic banking transactions in relation to the Cardholder's deposit or other account(s) with the Bank ("Bank Account") made by use of an Automated Teller Machine ("ATM") of the Bank or of any member banks of the Joint Electronic Teller Services Ltd. ("JETCO") or China UnionPay ("CUP") or of any other payment network.
4. The Cardholder shall be fully responsible for all transactions effected through the use of the Card. The Cardholder's failure to sign any sales or cash advance voucher shall not relieve the Cardholder from liability to the Bank in respect thereof. Types of transactions effected without the Cardholder's signature may include, without limitation, orders placed by telephone, fax, mail, internet (including cash advance, and other transactions in connection with or effected by use of the Card), direct debit authorization, or use of the Card in an ATM (whether or not such a device is that of the Bank), at merchant's point of sale terminal, in a credit card payphone or any other device approved by the Bank from time to time.
5. The Cardholder shall be responsible for all credit card facilities granted by the Bank in respect of the Card and for all Card transactions effected by use of the Card, as well as all related charges hereunder, notwithstanding the termination of this agreement.
6. The Combined Credit Limit:
 - a) The Bank will assign the Combined Credit Limit to the Cardholder's Account which must be strictly observed by the Cardholder. The Cardholder may apply for a review of his/her assigned the Combined Credit Limit at any time. The Bank may at its sole discretion (but shall not be obliged to) permit Card transactions to be effected in excess of the Combined Credit Limit and the Cardholder shall be liable for such transactions in accordance with terms of this agreement.
 - b) All cards under the cardholder will share the Combined Credit Limit. The Combined Credit Limit is calculated by MOP.
 - c) UnionPay Triple Currency Diamond Card / Platinum Card / Gold Card (the "UnionPay Triple Currency Card") share the Combined Credit Limit, and provide three different credit limit for MOP, HKD and RMB currency account. Any unused credit limit can be spent up to the limit calculated in MOP.
 - d) UnionPay Triple Currency Card is denominated in MOP currency account, HKD currency account and RMB currency account, which share a credit number. All card transaction in MOP will be posted to the MOP currency Account. All card transaction in HKD will be posted to the HKD currency Account. All card transaction in RMB will be posted to the RMB currency Account. All card transaction in currencies other than MOP or HKD or RMB will be posted to the MOP currency Account.
7. The Cardholder should immediately make good any amount in excess of the Combined Credit Limit for whatsoever reason, whenever incurred by payment to the Bank, whether or not a demand has been made by the Bank in connection therewith.
8. The Bank, at its discretion may issue supplementary card in the name of those persons nominated by the Principal Cardholder. Both the Principle Cardholder and Supplementary Cardholder together shall not use the Cards to a total aggregate amount in excess of the Combined Credit Limit set by the Bank from time to time. The Principle Cardholder and Supplementary Cardholder shall nevertheless be jointly and severally liable for all use in excess in breach hereof.
9. The Principal Cardholder and Supplementary Cardholder shall jointly and severally undertake and agree to pay promptly on demand all debts, liabilities and / or money chargeable and / or payable by the Cardholders howsoever incurred by use of any of the Cards whether or not such use is authorized hereby or in breach hereof and whether or not such use is by the Cardholders or any third party whether or not duly authorized and whether or not any such liability be incurred and / or discovered prior or subsequent to the cancellation or termination of the Cards.
10. Where a ATM Card ("Luso Card" is issued by the bank) facility is incorporated in the Card so that it may be used to effect banking transactions (in addition to effecting basic transfer and cash advance transactions) at ATM of the Bank / any JETCO/CUP member banks / any payment network, the use of such Card shall be subject to the terms and conditions governing the use of Luso Card in addition to the Terms and Conditions contained herein. When the Cardholder no longer requires access to ATM for the purpose of effecting banking transactions, the Cardholder shall inform the Bank promptly in writing. The Bank shall not be responsible for any and all consequences (including financial losses), if any transactions involving

the use of the Card is not honored or operative for any reason whatsoever or if there is any malfunction and / or failure of the ATM.

11. Credit Card or Password Lost:

- a) The Cardholder shall report to the Bank's Credit Card Department, immediately upon discovery of loss or theft to the Card or PIN and confirm such loss or theft in writing to the Bank's Credit Card Department. The Cardholder shall be fully responsible for all transactions effected through the use of the Card or the PIN by any person before written notice of loss or theft of the same has been received by the Bank's Credit Card Department.
- b) The Cardholder shall be fully liable for all transactions, without limit, if the Cardholder has acted fraudulently or with gross negligence in using or safeguarding the Card/PIN or has knowingly (whether voluntarily or otherwise) provided the Card/PIN to a third party or has failed to make report as soon as reasonably practicable upon discovery of loss or theft. Failure to follow any measures to safeguard the Card/PIN or with regard to the usage thereof as recommended by the Bank in any communication to the Cardholder from time to time may be treated as gross negligence for the above purpose.
- c) Notwithstanding the foregoing, the Bank may in its sole and absolute discretion act on any oral notice or report of loss or theft of a Card/PIN 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 in this Agreement.
- d) The issuance of a replacement Card will be entirely at the Bank's discretion.

12. The Bank will have the right to debit at any time the values of all transactions and all related charges, outstanding balances and other sums payable hereunder ("Charges") in respect of the Card (including Supplementary Card) to any accounts (whether deposit, loan or of any other nature whatsoever and wherever and whether subject to notice or not) maintained by the Principal Cardholder and/or Supplementary Cardholder. The Charges, rates and conditions referred to under this Agreement are specified by the Bank in the Fees Schedule in force from time to time.

13. Terms of transaction:

- a) Transactions which are effected in currencies other than MOP or HKD will be debited to the Cardholder's Account after exchange into MOP or HKD at a prevailing rate of exchange determined by reference to the exchange rate adopted by Visa / MasterCard International on the day of conversion, plus an additional percentage levied by the Bank. A cross-border fee may be levied by the Bank by charging in addition to the Cardholder's Account whenever the Card is used with merchant outside Macau SAR.
- b) For the UnionPay Triple Currency Card, all card transaction in HKD will be posted to the HKD currency Account. All card transaction in RMB will be posted to the RMB currency Account. All card transaction in currencies other than HKD or RMB will be posted to the MOP currency Account. Foreign currency transactions will be exchanged to MOP through the UnionPay exchange rate on that day and plus the handling fee (If applicable).
- c) The transaction of cash advance on JETCO ATM, the settlement will be made according to the currency setting of each bank.

14. A statement (including but not limited to paper or electronic statement) will be provided to the Cardholder monthly on a day defined by the Bank ("the Statement Date") with details of the total amount outstanding on the Cardholder's Account ("Statement Balance"), the minimum amount which is payable immediately by the Cardholder in respect of the Statement Balance as determined by the Bank ("the Minimum Payment"), and the date by which the remaining payment must be made to the Bank ("the Payment Due Date").

15. The three currency accounts of UnionPay Triple Currency Card need to be paid in the corresponding currency:

- a) MOP currency account is to be paid in MOP, but the Bank is entitled to accept payment in other currencies which can be credited to the MOP currency account at the exchange rate and the exchange rate as determined by the Bank.
- b) HKD currency account is to be paid in HKD, but the Bank is entitled to accept payment in other currencies which can be credited to the HKD currency account at the exchange rate and the exchange rate as determined by the Bank.
- c) RMB currency accounts are to be paid in RMB, but the Bank is entitled to accept payment in other currencies which can be credited to the RMB currency account at the exchange rate and the exchange rate as determined by the Bank.

16. The Bonus Point Program of UnionPay Triple Currency Card does not apply to:

- a) Cash Advance, Government Services, Bill payment Services, Credit Card Charger (eg: Annual Fee, Finance Charge, etc.), all Installment, Mpay, all Autopay Bill Payment via the Bank or any other Third-Party Express Payment, Transaction of Business card, and any credit card transactions designated by the Bank from time to time, are excluded from Bonus Points Program.
- b) All transactions of UnionPay Triple Currency Card in Mainland China and any credit card transactions designated by the Bank from time to time.

17. Subject to the Bank's right to require the Cardholder to pay the full amount of the Statement Balance on or before the Payment Due Date, the Cardholder shall pay to the Bank the following sums in accordance with the amounts/rates respectively set out in the Statement on or before the Payment Due Date except where the context otherwise requires:

i. **Cash Advance Fee and Charges:**

The Cardholder shall pay cash advance fee on any cash advance and a cash advance charge on the aggregate outstanding amount of the cash advance and the relevant cash advance fee calculated and accrued on a daily basis for such period as may be set out in the statement.

ii. **Finance Charges:**

No finance charges will be charged if the full amount of the Statement Balance is received by the Bank on or before the Payment Due Date. If the payment is less than the full outstanding amount or no payment is received by the Bank until the Payment Due Date, a finance charge calculated at a prevailing rate will be levied on all amounts of the transactions, including all new transactions but excluding cash advances, entered into since the last statement date, retrospective from the transaction date of these transactions, until the outstanding balance is paid in full. The Cardholder agrees and accepts that the finance charges are calculated at the prevailing rate determined by the Bank and such prevailing rate is a combined rate from several items or components representing the remuneration of the amount advanced by the Bank and/or compensation to the Bank due to the overdue unpaid outstanding plus other penalties and service charges.

iii. **Late Service Fee:**

If the Minimum Payment is not received by the Bank on or before the Payment Due Date, a late service fee will be charged to the Cardholder.

- iv. **Annual Fee:**
A non-refundable annual fee will be charged to the Cardholder's Account on a date stipulated by the Bank.
 - v. **Return Cheque / Reject Autopay Fee:**
The Cardholder will be charged a return Cheque / reject Autopay handling fee for any Cheque issued in settlement of the Cardholder's Account which is dishonored by the bank on which it is drawn or in relation to any Autopay authorization which is either dishonored or revoked.
 - vi. **Card Replacement Fee:**
A handling fee will be charged for the issue of any replacement Card.
 - vii. **Other Service Fee:**
A service fee will be charged to the Cardholder's Account for retrieval of any records in connection with the Card or other services in connection with the Cardholder's Account. For other service requested by the Cardholder, the Bank shall charge the Cardholder the fee for the services provided in accordance with Fees Schedule in force from time to time.
18. **Cardholders Obligations & Liabilities**
- a) The Cardholder is obliged to verify the records of each and every transaction shown in the statement. Unless the Bank receives within 14 days from the date of the Statement a notification in writing from the Cardholder to the contrary, the Bank shall be entitled to consider all transactions shown in the Statement as correct.
 - b) Where the Cardholder reports an unauthorized transaction before the relevant settlement date, the Cardholder shall be entitled to withhold payment of the disputed amount. The Bank shall not impose any finance charges on such disputed amount while it is under investigation by the Bank, or make an adverse credit report against the Cardholder. If, following a good faith investigation by the Bank, the investigation results (which shall be binding on the Cardholder) show that the report made by the Cardholder was unfounded, the Bank reserves the right to re-impose the finance charges on the disputed amount over the whole period, including the investigation period.
 - c) The Cardholder must not use the Card for any unlawful purpose, including the purchase of goods or services, prohibited by law applicable in the Cardholder's jurisdiction.
19. Without prejudice to the other terms of this Agreement, if the Cardholder should be absent from Macau SAR for more than one month, the Cardholder shall leave clear and specific instructions to settle the Cardholder's Account with the Bank and shall advise such instructions to the Bank prior to his departure.
20. If the Bank has incurred any legal or collection fee or other expenses for the purpose of demanding, collecting or suing to recover any sum payable hereunder from the Cardholder or for other remedies resulting from the breach or non-compliance of any terms of this Agreement, the Cardholder will fully reimburse the Bank for all such legal fees on a solicitor and own client basis and other fees and expenses incurred in that connection. Pending such repayment, the Bank will at its discretion continue to charge finance charges at its prevailing rate for all such amounts.
21. Any disputes between the Cardholder and merchants must be resolved by the two parties concerned and no claim by the Cardholder against the merchant may be the subject to set off or counter-claim against the Bank or relieve the Cardholder from his obligations to the Bank hereunder. The Bank will not be liable for any goods and services supplied by merchants to the Cardholder or for refusal of any merchant to accept / honor the Card. Credits to the Cardholder's Account for refunds made by merchants will be made only when the Bank receives a properly issued credit voucher. The setting up, modification or termination of direct debit authorization instructions for any regular payment to be charged to the Cardholder's Account is strictly between the Cardholder and the respective merchant establishment. The Bank reserves the right not to set up, modify or terminate any such arrangement in the event of any dispute between the Cardholder and the merchant establishment.
22. 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. Payment made by the Cardholder to the Bank will be applied in an order as the Bank considers appropriate without prior reference to the Cardholder.
23. The Bank reserves the right to withdraw, suspend, extend or modify any of the facilities or services provided to the Cardholder, increase or reduce the Combined Credit Limit or Cash Advance Limit, withdraw any or all of the Cards, or terminate this Agreement at any time without any reason or cause nor prior notice to the Cardholder. Without limiting the Bank's rights as aforesaid and as an illustration, any such right is likely to be exercised if the Cardholder is in breach of any of the terms of this Agreement, fails to pay any amount when due, or commences or suffers to have any insolvency, execution or similar action or proceedings against himself, misrepresentation of information in the process of application or its subsequent data submission.
24. **Termination & Suspension of the Card**
- a) The Cardholder may terminate this Agreement at any time by written notice to the Bank in such manner as may be required by the Bank accompanied by the return of the Card and all of the Supplementary Cards if any.
 - b) The Bank may terminate this Agreement at any time by canceling the Card with or without prior notice to the Cardholder.
25. The Cardholder shall inform the Bank immediately in writing of any changes in employment, business / residential address or contact telephone number.
26. In the event that the Cardholder defaults in payment, becomes bankrupt or insolvent, passes away, or the Cardholder or the Bank cancels the Card or terminates this Agreement, or when the whereabouts of the Cardholder becomes unknown to the bank, all sums owing by the Cardholder to the Bank (whether debited to the Card or not and whether incurred or discovered before or subsequent to such cancellation or termination) shall become immediately due and payable without demand and (where applicable) upon incurrence or discovery of the relevant indebtedness. The Cardholder or his/her the heir of property (if applicable) shall be liable for settling such sums. The Bank also reserves its right to impose finance charges at its prevailing rate pending repayment in full by the Cardholder.
27. The Bank may renew the Cards at its discretion unless written notice to the contrary is given by the Principal Cardholder to the Bank at least one month prior to the expiry date.
28. In case there are credit balance(s) remaining after the Cardholder's Account is closed, the Cardholder shall make appropriate arrangement with the Bank and collect the remaining credit balance(s) after deducting bank's charges, if any, when the Cardholder's Account is closed. The Bank shall have the absolute right to debit A/C maintaining fee from the remaining credit balance(s) until the account becomes zero and cancelled.

29. Terms Applicable to Interest-free Installment Program, including “Merchant Installment”, “Statement Installment”, “Easy Installment”, “Cash Installment” and Installment designated by the Bank from time to time:
- a) The Bank may in its absolute discretion approve or reject any application for Interest-free Installment Program without giving any reason. The Bank shall not be responsible for any loss or liability which the Cardholder may suffer or incur as a result of any such application be rejected. An application, once approved, shall not be cancelled or amended by the Cardholder and the Cardholder shall be bound by this Agreement and the terms set out in the relevant Installment.
 - b) The Cardholder shall not be relieved from the obligation to repay all monies due from the Cardholder to the Bank under this Agreement, should there be any disputes or complaints in relation to the goods and/or services, including but not limited to the failure to deliver the goods and/or services by the merchant. In any event, all repayments made by the Cardholder to the Bank under the Interest-free Installment Program is non-refundable and the Cardholder shall be obliged to repay the amount of the Interest-free Installment Program and other fees and charges in full to the Bank.
 - c) The Cardholder acknowledges and agrees that the transaction of the goods and/or services is made between the Cardholder and the merchant and the Cardholder shall pay for the goods and/or services which will be delivered at a later date after payment. If there are any disputes or complaints in relation to the goods and/or services, the Cardholder shall handle all disputes or complaints directly with the merchant. The Bank disclaims any liability whatsoever in relation to the goods and/or services sold and supplied by the merchant. Under no circumstances shall the Bank be responsible to handle such disputes or complaints for the Cardholder.
 - d) The Bank has absolute discretion to determine any matter in connection with the Interest-free Installment Program and any such determination shall be final and binding on the Cardholder. The Cardholder hereby authorize the Bank to release, use or exchange any information about the Cardholder to all relevant parties in relation to the Interest-free Installment Program.
30. The Cardholder hereby agrees and authorizes that the Bank may, at any time and without prior notice, set off or transfer any monies standing to the credit of the Cardholder’s bank accounts of whatever description and whether held singly or jointly with others towards discharge of all sums due to the Bank in connection with the Card. Insofar as any of the sums may only be due to the Bank contingently or in future, the Bank’s liability to the Cardholder to make payment of any sums standing to the credit of any such accounts will to the extent necessary to cover such sums be suspended until the happening of the contingency or future event. If it need to withhold the cardholder’s unexpired deposit, the cardholder agrees to abandon the interest generated by his / her deposit, and the deducted time deposit balance will be transferred to his / her current account.
31. The Bank shall not be liable if it, its agent or sub-contractor is unable to perform their respective 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 them. The Bank may delay enforcement of its rights under this Agreement to which such delay does not constitute waiver of the Bank’s right in any respect.
32. The Cardholder consents to the Bank’s disclosure, in strict confidence, to any third party including but not limited to any outside debt collecting entity, credit management company and / or institution of information concerning the Cardholder and the Cardholder’s Account as the Bank shall consider necessary or appropriate. The Bank shall be entitled to obtain information related to the Cardholder and / or verify the information provided by the Cardholder from any source it may deem appropriate. The Bank shall have the rights to process the information of the Cardholder, to transfer the same out of Macau SAR, or interconnect with any other information system for any purpose and in any way the Bank deems appropriate.
33. The Bank shall be entitled to employ any third party debt collecting entity, attorney or institution to collect any or all sums due but unpaid by the Cardholder and for so doing, the Cardholder shall be obliged to indemnify the Bank for all losses, damages, expenses incurred by the Bank in employing such debt collecting entity, attorney, institution or its nominated entity. Furthermore, the Bank shall not be howsoever liable or responsible (whether in contract or not) for any default, negligence, act, misconduct and / or deeds of such entity and / or institution.
34. In the course of providing Credit Card services, the Cardholder shall agree the Bank to record verbal instructions received from the Cardholder and/or any verbal communication between the Cardholder and the Bank in relation to such services. The Cardholder hereby gives the consent that the record of the same may be used by the Bank whenever it is deemed appropriate by the Bank.
35. The Bank reserves the right to alter the Terms and Conditions of this Agreement as well as charges from time to time and may notify the Cardholder of any such alterations in any manner it deems appropriate. The Cardholder will be bound by such alterations unless the Card is returned to the Bank for cancellation before the date upon which the alteration is to have effect.
36. The cardholder agrees that the cardholder's personal Data is transferred to a jurisdiction other than Macau SAR, also agrees to a third party on behalf of the Bank by use, handling and storage of cardholder data in or outside Macau SAR. The Bank will conclude a contract with a third party to take responsibility save the cardholder’s data confidential and comply with the laws and regulations of Macau SAR. Regulatory and judicial authorities in Macau and overseas can access cardholder’s data under certain circumstances.
37. Cardholder acknowledge and agree that some services, operations and processing procedures related to the transactions / services provided by Bank, will outsource to the third party, such as global processing centers, holding companies, branches, subsidiaries, representative offices, affiliates, agents; and these service providers can obtain information about cardholder and /or account and / or transactions and services that are provided by the bank to cardholder in relation to the service and procedures they perform.
38. (1) Any notice, statement or correspondence given by the Bank may be sent by regular mail to the usual or last known address of the Cardholder, and will be deemed to have been received by the Cardholder within two days of it being posted.
- (2) Notice method: 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) when it is post on the website of the Bank; (b) three Business Days after it has been sent by post to any of Cardholder’s address on the Bank’s records (or seven days in case of an overseas address); or (c) when it is sent by e-mail, message or facsimile to Cardholder’s email address, equipment or facsimile number on the Bank’s records; or (d) 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.
39. In this Agreement, words importing the masculine gender shall include the feminine gender, and words in singular number shall include the plural number and vice versa.
40. If at any time any provision hereof becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
41. This Agreement is governed by and construed in accordance with the laws of Macau SAR. The Cardholder hereby irrevocably submits to the jurisdiction of Macau SAR courts in relation to any dispute arising out of or in connection with this Agreement. The submission of the Cardholder

to the jurisdiction of Macau SAR courts shall not restrict the right of the Bank to take proceedings against the Cardholder in any other courts having, claiming or accepting jurisdiction over the Cardholder or any of its assets. If there is any conflict or inconsistency between the Chinese and English versions, the Chinese version will prevail.

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