

BCM DEBIT CARD/ATM CARD CARDHOLDER AGREEMENT GENERAL TERMS & CONDITIONS

Effective from 23 September 2019

By acknowledging receipt or using the Debit Card/ATM Card issued by the Bank, Cardholder is accepting the Terms & Conditions set out below and agrees to be bound by them.

GLOSSARY

In this BCM Debit Card/ATM 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. “Debit Card” – refers to the Debit Card, including those replacements or subsequently renewed cards, issued by the Bank from time to time under this Agreement. Cardholder can perform Transaction Instructions, utilize the ATM facilities, and other services to be introduced from time to time for the Debit Card issued by the Bank.
3. “ATM Card” – refers to the ATM Card, including those replacements or subsequently renewed cards, issued by the Bank from time to time under this Agreement. Cardholder can utilize the ATM facilities and other services to be included by time to time for the ATM Card issued by the Bank.
4. “Cardholder” – means a person to whom the Bank has issued an whose name appears on a Debit Card/ATM Card, and has the right to operate the Bank Accounts under his or her ownership.
5. “Bank Accounts” – means in relation to a Cardholder, any account (other than the Credit Card Account but including Joint Account) maintained by the Bank under the Cardholder’s name and that the Cardholder by himself has the right to operate; and in respect of which the Cardholder has also the right to effect Transactions Instruction with his/her Debit Card.
6. “ATM” – means an automatic teller machine or a deposit and withdrawal machine connected to the Bank, JETCO and/or China UnionPay Network.
7. “JETCO” – means Joint Electronic Teller Service Limited.
8. “China UnionPay Network” – means the electronic network operated by China UnionPay (CUP) and connected to its members’ network.
9. “Merchants” – means any merchant authorized to accept a Debit Card on presentation by a Cardholder as a method of payment for goods or service through the China UnionPay (CUP) network.
10. “POS” – means any ATM or a Terminal connected to the Bank, JETCO or China UnionPay (CUP) network, including machine or device approved by the Bank or provided to the Merchants from time to time through which, a Transaction Instruction may be issued by the Cardholder.
11. “Transaction Instructions” – means an instruction originating from a POS machine and caused by the use of a Debit Card.
12. “PIN” – means, in relation to a Cardholder, the personal identification number approved and issued by the Bank for use of the services listed below:
 - a. Cash Withdrawal
 - b. Cash Deposit
 - c. Account Transfer
 - d. Balance Enquiry
 - e. Jet Payment Service
 - f. Transaction Instructions
 - g. Change of Password
 - h. Cheque Book and Statement Request

DEBIT CARD/ATM CARD AGREEMENT TERMS & CONDITIONS

1. The Cardholder shall sign at the back of the Debit Card upon receipt. Signature is not required for ATM Card.



2. The Debit Card/ATM Card shall only and exclusively be used by the Cardholder. The Cardholder shall not permit any other person to use the Debit Card/ATM Card and should keep the Debit Card/ATM Card, Account Number and PIN secure at all times.
3. At no time and under no circumstances shall the Cardholder use the Debit Card/ATM Card for payment of any illegal transactions, including but not limited to all forms of illegal gambling activities, otherwise the Cardholder shall be liable for all the consequences arising as a result.
4.
 - 4.1 The Bank shall issue a PIN for every Cardholder to utilize the facilities provided by the Bank. The PIN is not known to anyone before presenting to the Cardholder.
 - 4.2 The Bank shall deliver the Debit Card/ATM Card PIN to the Cardholder and request the signing of an acknowledgement receipt as confirmation. Signing of this acknowledgement receipt by the Cardholder shall signify that the Cardholder has read and agreed to be bound by these Terms and Conditions and any other Terms and Conditions that the Bank may stipulate or amend from time to time thereafter.
 - 4.3 The Cardholder understands that the PIN is strictly confidential. At no time and under no circumstances shall the Cardholder disclose his/her PIN to any person nor he/she keep any written record of the PIN in a manner to enable someone else to use the Debit Card/ATM Card. The Cardholder must notify the Bank immediately upon the PIN is suspected or confirmed to be known by other person, otherwise the Cardholder shall be liable for any unauthorized transactions being made.
5.
 - 5.1 The Debit Card/ATM Card remains the property of the Bank and cannot be pledged as security for any purpose whatsoever. The Bank has full discretion, at any time, to limit the usage of the Debit Card/ATM Card, including the deposits, withdrawals or transfers at ATM. Transaction Instructions or otherwise on the use of Card, as well as to withdraw, cancel or terminate any Debit Card/ATM Card and/or any related service thereby offered. The Debit Card/ATM Card must be surrendered by the Cardholder to the Bank immediately upon request by the Bank or its duly authorized agent without prior notice and reasons thereof, whilst the Bank shall not be liable for any or all consequences relating to or arising out of such termination. The Cardholder shall be liable to settle all transaction, fees and any amount overdrawn incurred before the surrender of the Debit Card/ATM Card to the Bank.
 - 5.2 The Cardholder may at any time terminate the use of the Debit Card/ATM Card by a written notice to the Bank, together with the return of the Card to the Bank cut in halves as the case may be. The Cardholder shall be liable to settle all transaction, fees and the amount overdrawn incurred before the surrender of the Debit Card/ATM Card to the Bank.
6. The Cardholder hereby irrevocably authorizes the Bank to credit/debit his/her Bank Accounts the amount of any deposits at any ATMs of the Bank or any withdrawals and transfers at any ATMs of the Bank or any other network and/or Transaction Instructions originating at any POS involving the use of the Debit Card plus relevant handling charges (if applicable) incurred, whether or not made with his/her knowledge or by his/her authority and irrespective of the currency, and shall be fully liable for all the aforesaid transactions under all circumstances.
7. The Debit Card can be used to perform Transaction Instructions for purchasing goods/services from Merchants or withdraw cash through the China UnionPay network up to a daily limit to be determined by the Bank from time to time. The incurred amount will be calculated and debited from the relevant Bank Accounts at such rate of exchange (if applicable) as may be determined by China UnionPay from time to time. If the relevant Bank Account does not contain sufficient funds to cover the full payment of the Transaction Instructions, including any relevant service charges, the Transaction Instructions will be rejected automatically.
8. The Cardholder, at times of making Transaction Instructions with his/her Debit Card, shall be fully liable for the Bank Accounts in linkage with the Card. The Bank has the right to debit from the Bank Accounts any taxes, fees and expenses in connection with the Transaction Instructions, namely those resulting from any currency exchange if the Bank Accounts are denominated in different currencies.
9. The Cardholder shall at all times assure sufficient funds in the Bank Accounts for the withdrawals, transfers at the ATM and/or Transaction Instructions. The Cardholder shall also be liable for the amount overdrawn and relevant handling charges incurred by any misuse of the Debit Card/ATM Card.
10. The Cardholder hereby further agrees to indemnify the Bank 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 situations stated in Clause no.5 to 9.
11. The Bank's record in relation to any deposits, withdrawals or transfers and Transaction Instructions effected involving the use of the Debit Card/ATM Card at the ATM or POS shall in all respect be conclusive and binding on the Cardholder.



12. Cash deposited with the ATM of the Bank by the use of the Card will only be credited to the Customer's account after verification by the Bank. Customer advice issued by the ATM of the Bank at the time of deposit shall serve as a mere record and shall not be binding on the Bank until after verification.
13. The Bank shall not be responsible if the Debit Card is not honored at any of the Merchants for any reason whatsoever nor shall it be responsible in any way for the goods and/or services supplied by the Merchants. Any complaints from the Cardholder against the Merchants 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 payment/amount outstanding with the Bank.
14. If the Bank Account that is associated with the Debit Card/ATM Card is held by more than one person, each and everyone of the account holders shall be responsible for all transactions involving the use of the Debit Card/ATM Card and the Terms and Conditions herein stated shall be binding on each and everyone of the account holders.
15. The Cardholder shall at all times assure the proper and legal usage of the Debit Card/ATM Card. The Bank shall not be responsible for any and all consequences, if the transactions involving the use of the Debit Card/ATM Card are not honored or operative for any reason whatsoever or if there is any malfunctioning and/or failure of the ATM or POS. The customer advice slip issued by the ATM in respect of the acceptance of the transaction represents only what the Cardholder has/have purported to have performed at the ATM and shall in no way and under no circumstances bind the Bank as to its/their correctness.
16. In the event of lost or theft of the Debit Card/ATM Card, the Cardholder must notify the Bank immediately upon discovery of such lost or theft through the Bank's 24-hour Service Hotline (Chinese/Mandarin/English: 8796 8888). The Bank shall terminate the service upon receipt of such notice. The Cardholder shall be fully responsible for all transactions involving the use of the Debit Card/ATM Card by any person whomsoever whether or not authorized by the Cardholder prior to the Bank's actual receipt of such notice.
17. The Cardholder authorizes the Bank to debit the Bank Accounts of the Cardholder for all the charges in relation to the usage of the Debit Card/ATM Card services:
 - 17.1 The principle Cardholder of the Debit Card/ATM Card hereby agrees to pay an annual fee equivalent to 80 units of the primary account currency ("Dollars") for the first Debit Card/ATM Card issued for the Bank Account. an annual fee equivalent to 80 Dollars for each of the second or more Debit Card/ATM Card, as well as an amount equivalent to 60 Dollars for each replacement card. The Bank reserves the right to amend such charges from time to time. The Cardholder hereby acknowledges and agrees that such charges will be automatically debited from Cardholder's Bank Accounts; and no refund of such charges will be available in case the Debit Card/ATM Card is being terminated or become invalid.
 - 17.2 The principle Cardholder of the Debit Card/ATM Card hereby agrees to pay a JETCO service fee of 25 Dollars for each cash withdrawal through JETCO ATM network outside Macau.
 - 17.3 The principle Cardholder of the Debit Card hereby agrees to pay a China UnionPay service fee of 25 Dollars for each cash withdrawal through the China UnionPay network. Such fees will be included in the total transaction amount.
 - 17.4 The principle Cardholder of the Debit Card hereby agrees to pay a Transaction Instructions fee of 1.5% of the transaction amount for each successful Transaction Instruction made at any POS (excluding transactions performed at Macau, Hong Kong, and China). Such fees will be included in the total transaction amount.
 - 17.5 The principle Cardholder of the Debit Card hereby agrees to pay a service charge equivalent to 30 Dollars for providing the copy of transaction invoice/slip evidencing the transaction performed in Macau and a service charge equivalent to 80 Dollar for providing the coy of transaction invoice/slip evidencing the transaction performed outside Macau.
18. Upon the use of the Debit Card/ATM Card, the Cardholder acknowledges and accepts, unless otherwise required by law, that the Bank shall not be liable for losses or damages cause by or direct or indirect consequence of hardware or software malfunctions, failures or outage affecting in whole or in part of the Bank, JETCO and China UnionPay network or any ATM/POS. The Cardholder accepts that the Bank does not warrant in any way that the JETCO and China UnionPay network or a particular ATM/POS or any ATM/POS are available to receive transactions at all times.
19.
 - 19.1 The Cardholder shall promptly inform the Bank in writing or such procedures as the Bank may prescribe of all changes in profession, employment and working place, residential address, country of residence and contact number.
 - 19.2 The Cardholder agrees the Bank may send all notices by regular mail to the usual or last known address informed by the Cardholder. The posting date of the document shall be deemed as the date when the Bank fulfilled and completed the notification requirement to the customer.
20. This service/product is not targeted at customers in the EU.



21. The 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 Agreements or in connection with the use of Debit Card/ATM Card to the non-exclusive jurisdiction of the Courts of Macau.
22. The Bank reserves the right to alter, add and/or delete these Terms and Conditions at its absolute discretion without prior notice to the Cardholder.
23. The Terms & Conditions of this Agreement is written in English and Chinese versions. If there is any inconsistency between the two versions, the Chinese version shall prevail.