

澳門商業銀行存款卡持卡人合約

一般條款及細則

由二零二四年十一月十九日起生效

(請保留此合約，以便隨時查閱。)

澳門商業銀行存款卡持卡人一經收取或使用本行發出之存款卡，即表示持卡人同意接受以下所載之條款及細則，並受其約束。

合約詞彙定義

以下為澳門商業銀行存款卡持卡人合約條款中主要詞彙的定義：

1. 「本行」— 指澳門商業銀行股份有限公司、或其繼任者或其授權機構。
2. 「存款卡」— 指由本行根據此合約所發出的存款卡，包括補發的存款卡及續期的存款卡。本行所提供之存款卡服務包括於本行具存款服務功能的自動櫃員機之現金存款服務以及不時增加之其他服務。
3. 「持卡人」— 指獲發本行存款卡及在卡上具名、並有權管理其名下有關之銀行賬戶之實體、獨資商號、合夥商號或機構。
4. 「授權使用者」— 指由持卡人委任及授權代表持卡人使用該卡之人士。
5. 「銀行賬戶」— 指本行為持卡人開設的任何賬戶（非信用卡賬戶）。
6. 「自動櫃員機」— 指本行具備存款功能之櫃員機。
7. 「私人密碼」— 指經本行批准及發出予持卡人使用之私人密碼，以便持卡人於自動櫃員機進行現金存款服務。

存款卡合約條款及細則

1. 存款卡只為持卡人專有，持卡人及其授權使用者不可容許其他人使用其存款卡，並在任何時候均須妥善保管其存款卡、賬戶號碼及私人密碼。
2. 持卡人必須遵守在任何時候及情況下均不得以其存款卡進行非法交易，包括但不限於任何形式之非法賭博，否則所引致之一切後果均須由持卡人承擔。
3. 3.1 本行將發給每位存款卡持卡人一個私人密碼，以便使用本行所提供的服務。在交予持卡人之前，此密碼不為任何人所知悉。
3.2 本行將存款卡的私人密碼遞交予持卡人，並要求簽署收據為證。簽署收據即表示持卡人已細閱並同意接受此條款及細則以及本行不時制訂或修訂的任何條款及細則所約束。
3.3 持卡人及其授權使用者明白其私人密碼必須絕對保密。無論何時及於任何情況下，持卡人及其授權使用者均不可向他人透露其私人密碼或記錄於任何地點或以任何方式存放，防止被他人盜用。且在其得悉或懷疑其私人密碼為他人所知後儘快通知本行，否則持卡人須為任何未經授權之交易負責。
4. 4.1 存款卡乃本行所有之財物，決不可作為抵押品之用。本行有權隨時限制存款卡之使用，包括自動櫃員機存款及其他方面的限制，並有權隨時收回、註銷、終止存款卡及有關之服務。持卡人必須於本行或其授權之代表要求時，立即無條件歸還所持有之存款卡予本行，而本行有權事前不必通知和提出理由，更無需對此舉所造成的後果負責。但存款卡於交回本行前無論因任何原因引致任何戶口的一切費用，包括但不限於本合約第九項及第十項條款所指之費用，持卡人仍須繼續負責並償還予本行。

- 4.2 持卡人亦有權隨時以書面形式通知本行終止使用存款卡，並將存款卡剪成兩半交回本行；但存款卡於交回本行前無論因任何原因引致任何戶口的一切費用，包括但不限於本合約第九項及第十項條款所指之費用，持卡人仍須繼續負責並償還予本行。
5. 持卡人及其授權使用者使用存款卡於自動櫃員機所作之現金存款，均以本行之記錄為準，該項記錄視為最終決定性，並對持卡人具有最終約束力。
 6. 持卡人及其授權使用者透過本行之自動櫃員機存入之澳門幣/港幣現金，均需經本行點核相符始存入持卡人賬戶。本行之自動櫃員機在存款時所發出之顧客通知書，僅作為持卡人曾於該機辦理存入款項交易之記錄，在本行點核證實無誤前，對本行不具約束力。
 7. 持卡人及其授權使用者應正確及合法地使用存款卡進行任何操作，本行概不負責任何因不正確使用以及自動櫃員機或終端機發生故障或失靈而引起的一切後果。持卡人以自動櫃員機進行交易後，在一般情況下，均可要求列印客戶通知書，該客戶通知書只表示持卡人曾使用該自動櫃員機，其準確與否，該通知書對本行均無約束力。
 8. 持卡人同意賠償本行就本行因持卡人通過在櫃員機使用該卡存入款項而可能招致或引起的法律訴訟、索償、補給或其他損失。
 9. 存款卡如有遺失或被竊，持卡人必須立即致電本行「商業理財通」：8796 8888 通知本行，以便即時暫停此存款卡的相關服務。持卡人並同意本行對補發新卡收取費用，而該費用將由本行不時自行訂定，並從與該卡有關的指定賬戶中扣除。在本行未收到有關遺失或被竊的通知前，持卡人必須承擔一切使用存款卡透過自動櫃員機或終端機所進行交易之任何責任。
 10. 本行就存款卡之使用保留收取費用的一切權利，而費率、期限及支付方式將以本行不時公佈為準。
 11. 當持卡人開始使用存款卡時，即表示明確接納除法律要求外，本行不需對任何因硬件或軟件故障、失靈或中斷而影響整個或部分本行任何一個或多個自動櫃員機所導致的直接和間接後果負責。
 12. 持卡人同意本行根據合約規定，將發出之任何通知寄往持卡人之常用或最近報稱之地址。有關文件寄出之當日，即為本行完成通知持卡人程序之日期。
 13. 本服務/產品並不是以歐盟的人士為目標。
 14. 本合約受澳門法律管轄，並依澳門法律詮釋。持卡人同意任何索償、糾紛或分歧均按澳門法院的專屬性管轄權管轄。
 15. 本行保留權利對上述的各項條款及細則作出修訂，並毋須向持卡人作另行通知。
 16. 本合約之條款及細則分別以中、英文版本訂立，如文義上有任何分歧，概以中文版為準。

BCM CASH DEPOSIT CARD CARDHOLDER AGREEMENT GENERAL TERMS & CONDITIONS

Effective from 19 November 2024

(Please read carefully this Cardholder Agreement and retain for reference)

By acknowledging receipt or using the Cash Deposit 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 Cash Deposit 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. “Cash Deposit Card” – refers to the Cash Deposit Card, including those replacements or subsequently renewed cards, issued by the Bank from time to time under this Agreement. Cardholder can conduct cash deposit at any of the Bank’s ATM equipped with cash deposit function and other services to be included by the Bank from time to time
3. “Cardholder” – means any entity, sole proprietorship, partnership or corporation to whom the Bank has issued and whose name appears on a Cash Deposit Card, and has the right to operate the Bank Accounts under its ownership.
4. “Authorized Card User” – means the individual appointed and authorized by the Cardholder to use the card on behalf the Cardholder;
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 its Cash Deposit Card.
6. “ATM” – means an automatic teller machine connected to the Bank with cash deposit function.
7. “PIN” – means, in relation to a Cardholder, the personal identification number approved and issued by the Bank for use of Cash Deposit services.

CASH DEPOSIT CARD AGREEMENT TERMS & CONDITIONS

1. The Cash Deposit Card shall only and exclusively be used by the Cardholder and the Authorized Card User(s). The Cardholder shall not permit any other person to use the Cash Deposit Card and should keep the Cash Deposit Card, Account Number and PIN secure at all times.
2. At no time and under no circumstances shall the Cardholder and the Authorized Card User(s) use the Cash Deposit 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.
3. 3.1 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.
3.2 The Bank shall deliver the Cash Deposit 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.
3.3 The Cardholder and the Authorized Card User(s) understands that the PIN is strictly confidential. At no time and under no circumstances shall the Cardholder and the Authorized Card User(s) disclose the PIN to any person nor shall it keep any written record of the PIN in a manner to enable someone else to use the Cash Deposit Card. The Cardholder and the Authorized Card User(s) 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.

4. 4.1 The Cash Deposit 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 Cash Deposit Card, including the deposits, or otherwise on the use of Card, as well as to withdraw, cancel or terminate the Cash Deposit Card and/or any related services thereby offered. The Cash Deposit 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 any outstanding fee in relation to the account incurred under all circumstances before the surrender of the Cash Deposit Card to the Bank, including but not limited to the fee items as stipulated in clause 9 and clause 10 of this Agreement.
- 4.2 The Cardholder may at any time terminate the use of the Cash Deposit 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 any outstanding fee in relation to the account incurred under all circumstances before the surrender of the Cash Deposit Card to the Bank, including but not limited to the fee items as stipulated in clause 9 and clause 10 of this Agreement
5. The Bank's record in relation to any cash deposit effected involving the use of the Cash Deposit Card at the ATM shall in all respect be conclusive and binding on the Cardholder.
6. Cash deposited with the ATM of the Bank by the use of the Cash Deposit 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.
7. The Cardholder shall at all times assure the proper and legal usage of the Cash Deposit Card. The Bank shall not be responsible for any and all consequences, if the transactions involving the use of the Cash Deposit 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 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.
8. 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 Cardholder's making deposits with the bank by using the Cash Deposit Card at the ATM.
9. In the event of lost or theft of the Cash Deposit Card, the Cardholder must notify the Bank immediately upon discovery of such lost or theft through TeleBCM: 8796 8888. The Bank shall terminate the service upon receipt of such notice. If any replacement Card is issued, the Bank is entitled to charge a fee. The Bank may from time to time in its sole discretion determine the fee for the replacement of the Card which shall be debited from the designated account(s) to which the Card relates.
10. The Bank hereby reserves all rights to charge a fee for the use of the Card and such fee shall be at such rate and for such period and payable in such manner as the Bank may announce from time to time.
11. Upon the use of the Cash Deposit Card, the Cardholder acknowledges and accepts, unless otherwise required by law, that the Bank shall not be liable for losses or damages caused by or direct or indirect consequence of hardware or software malfunctions, failures or outages affecting in whole or in part of the network or any ATM of the bank.
12. 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.
13. This service/product is not targeted at customers in the EU.
14. 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 Cash Deposit Card to the exclusive jurisdiction of the Courts of Macau.
15. 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.
16. 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.