

OCBC Bank (China) Limited

**Terms and Conditions
Governing
Consumer Financial Services**

(B)

华侨银行  **OCBC Bank**
来自新加坡 源于1912

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The Terms and Conditions listed above may be provided in both the English and Chinese language. In the event of any conflict, discrepancy or inconsistency between the two versions, the Chinese version shall prevail.

Terms and Conditions Governing Electronic Banking Services

These terms and conditions govern the Customer's use of the OCBC Bank (China) Ltd. ("the Bank" hereafter) Electronic Banking Service (collectively, the "Terms and Conditions").

1. The Electronic Banking Service enables the Customer to have access to the Account(s) and/or to effect certain banking transactions (including without limitation the transmission of instructions to the Bank, funds transfer) by electronic means via the use of personal computers or other access devices ("Customer Terminals"). Where the Customer requests for The Electronic Banking Service to be made available for the operation of any Account(s), the Bank may at the Bank's discretion allocate an OCBC user name ("user name") and OCBC password ("password") which the Bank shall notify to the Customer. The Customer may gain access to the Account upon the correct input of the Customer's user name, password and (where applicable to such Customer) Security Code into the Customer Terminals. The Customer agrees that The Electronic Banking Service shall be extended to the Customer in accordance with these Terms and Conditions or such other terms and conditions which the Bank may notify to the Customer from time to time.

2. The Customer shall not reveal the Customer's user name and/or password to any other party and shall take all necessary steps to prevent disclosure of the Customer's user name and/or password to any other party. In the event the Customer's user name and/or password is disclosed or discovered by any other party, the Customer shall immediately change the same.

3. The Customer authorises the Bank to accept, follow and act upon all instructions when identified by the Customer's user name, password and (where applicable to such Customer) Security Code including for additional Products and Services to be made available to the Customer and the Bank shall not be liable for acting upon such instructions in good faith. The Bank shall neither be liable for acting upon such instructions nor be obliged to investigate the authenticity of such instructions or verify the accuracy and completeness of such instructions. Such instructions shall be deemed irrevocable and binding on the Customer upon the Bank's receipt notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such instructions. The Bank shall be entitled but shall not be obliged to verify any instructions given via the Electronic Banking Service.

4. The Customer may change the Customer's user name and/or password from time to time. The Bank shall be entitled at the Bank's absolute discretion to reject any number or alphabet selected by the Customer as the Customer's substitute user name and/or password without giving any reason therefore. The Customer's substitute user name and/or password shall take effect upon the Bank's confirmation and the Customer's use therefrom shall be governed by these Terms and Conditions. When selecting a substitute user name and/or password, the Customer shall refrain from selecting any series of consecutive or same or similar numbers or alphabets or any series of numbers or alphabets that may easily be ascertainable or identifiable with the Customer.

5. The Bank shall be entitled at the Bank's absolute discretion (i) to cancel the use of the Customer's user name and/or password and/or withdraw, restrict, suspend, vary or modify the Electronic Banking Service

(whether in whole or in part) and/or the mode(s), method(s) or channel(s) available for accessing the Electronic Banking Service; (ii) imposing and modifying any limits and restrictions posting on the Services or any transactions; (iii) prescribing and changing the normal service hours and any daily cut-off time for any type of Services or transactions at any time without notice and without giving any reason therefore and the Bank shall not be liable to the Customer for any loss or damage as a result thereof.

6. The Customer shall be wholly responsible for all transactions executed using the the Electronic Banking Service and identified by the Customer's user name, password and (where applicable to such Customer) Security Code. The Customer uses the Electronic Banking Service to send or give instructions in accordance with the procedures set by the Terms and Conditions or other relevant service agreements and the Bank's policies from time to time shall be deemed as made in person and the authorization granted to the Bank. The Bank may debit the Account(s) with the amount of any withdrawal or transfer in accordance with the Bank's record of transactions. All transactions arising from the use of the the Electronic Banking Service to operate designated Joint Account(s) shall be binding on all the Joint Account(s) holders.

7. The Customer shall be responsible for obtaining and using the necessary software and/or equipment necessary to obtain access to the Electronic Banking Service at the Customer's own risk and expense. The Customer shall also be responsible for the performance and security (including without limitation taking all necessary measures to the extent reasonably possible to prevent unauthorised use or access) of any Customer Terminal used by the Customer in connection with the Electronic Banking Service. The Customer represents that, to the best of the Customer's knowledge, the Customer Terminals through which access to the Electronic Banking Service may be effected are free from any electronic, mechanical, data failure or corruption, computer viruses, bugs and/or other harmful or malicious software of any kind whatsoever. The Customer agrees that the Bank is not responsible for any electronic, mechanical failure or corruption, computer viruses, bugs and/or other harmful or malicious software of any kind whatsoever that may be attributable to services provided by any relevant internet service provider or information service provider. The Bank shall be entitled at the Bank's absolute discretion to upgrade, modify or alter the web-site for accessing the Electronic Banking Service at any time without notice and without giving any reason therefore. The Bank reserves the right not to support any prior version of software. The Customer shall be solely responsible and liable for all losses and consequences arising from or in connection with any failure by the Customer to comply with any of the foregoing. Without prejudice to the generality of the foregoing, if the Customer fails to upgrade the relevant software or to use the enhanced version of software, the Bank shall not be liable for the consequences resulting therefrom.

8. The Customer shall not use electronic mail to send or give instructions or directions to the Bank. The Bank may, but shall not be in any way obliged to, act on any such electronic mail instructions or directions in its sole and absolute discretion.

9. The Customer accepts the Bank's records of transactions as conclusive and binding for all purposes.

10. The Customer acknowledges that all proprietary rights relating to and in connection with the Electronic Banking Service (including without limitation the OCBC website) and all updates thereof, including without limitation title, trade mark rights, patent rights and copyright shall at all times vest and remain vested in the

Bank.

11. The Customer understands that the web-site for accessing the Electronic Banking Service may contain links to web-sites controlled or offered by third parties. The Bank hereby disclaims liability for any information, materials, products or services posted or offered at any of these third party web-sites. By creating a link to these third party web-sites, the Bank does not endorse or recommend any product or service offered or information contained on those web-sites or information fed by these third parties (including but not limited to stock quotes and foreign exchange rates) nor is the Bank liable for any failure of products or services offered or advertised at any of these third party web-sites.

12. The Customer agrees that the Bank has granted the Customer only a non-exclusive licence to use the software relating to and in connection with the Electronic Banking Service. This allows the Customer to use such software only for its intended purposes as provided hereunder. The Customer shall not disassemble, de-compile, copy, modify or reverse engineer any such software. Although the Bank shall use reasonable endeavours to ensure that the Electronic Banking Service is secure and cannot be accessed by unauthorized third parties, the Bank does not warrant the security or confidentiality of any information transmitted through any relevant internet service provider.

13. The Customer consents to the collection, storage, communication and processing of any of the Account(s) balance information by any means necessary for the Bank to maintain appropriate transaction and account records and to the release and transmission to and the retention by the relevant service providers of details of the Account(s), the Customer's user name, password, Security Code, transaction information and other information to enable the Customer's use of the Electronic Banking Service.

14. Security Devices and Security Codes

14.1 In these Terms and Conditions:

(a) "Security Code" means each one-time password generated by a Security Device or delivered via Short Message Service (SMS), or otherwise generated by or delivered via any other device (including without limitation any Customer Terminal), delivery channel or any means whatsoever, the identification designated by the Bank at any time from time to time in its sole and absolute discretion for the purpose of access to the Electronic Banking Service; and

(b) "Security Device" means any device designated by the Bank, at any time from time to time in its sole and absolute discretion, for use by the Customer to generate and/or receive Security Codes

14.2 The Customer shall comply with all requirements, instructions and specifications relating to Security Devices and/or Security Codes (including without limitation any registration and activation procedures) as may be prescribed by the Bank at any time and from time to time in its sole and absolute discretion. Without prejudice to the generality of the foregoing, the Customer shall at no time (i) activate or attempt to activate or register a Security Device issued to another person to the Customer's user name or (ii) permit a Security Device issued to the Customer to be activated or registered to the user name of another person.

14.3 The Customer shall not reveal the Customer's Security Code to any other party and shall take all necessary steps to prevent disclosure of the Customer's Security Code to any other party. The Customer shall at no time and under no circumstances permit any Security Device issued to the Customer to fall into

the possession or under the control of any other person.

14.4 The Customer shall immediately notify the Bank (i) if a Security Device issued to Customer is lost or fails to function as intended, (ii) if the Customer has any knowledge or reason for suspecting that the security or confidentiality of any Security Code or Security Device or Customer Terminal used by the Customer for the generation and/or reception of Security Codes has been compromised or if there has been any unauthorised use of any Security Code or Security Device or such Customer Terminal or (iii) of any loss, replacement and/or change of number, as the case may be, of any mobile phone or other Customer Terminal or other device (as the case may be) used by the Customer for the generation and/or reception of Security Codes. The Customer shall be solely responsible and liable for all losses and consequences notwithstanding the Customer comply with any of the foregoing.

14.5 Where a Security Device issued to the Customer fails to function properly, the Bank's only obligation in respect of such Security Device shall be to replace the same with a new Security Device upon payment by Customer of a fee which shall be determined by the Bank in its sole and absolute discretion, save where the Bank is satisfied in its sole and absolute discretion that there is no contributory act or omission on the Customer's part causing or contributing to the Security Device's failure to function properly. Where a Security Device is lost by the Customer, the Bank may replace the same upon payment by Customer of a fee which shall be determined by the Bank in its sole and absolute discretion.

14.6 The Security Devices and the Security Codes are provided on an "as is" and "as available" basis. The Bank shall have no liability in relation to any Security Device, Security Code or other device or delivery channel designated by the Bank for use for the generation, delivery and/or receipt for Security Codes including, without limitation, liability for breach of any implied term as to satisfactory quality, merchantability or fitness for purpose, including without limitation any loss or damages incurred or suffered arising from any failure by the Customer to keep secure and/or use the Security Device, Customer Terminal or other device in accordance with any instructions and other terms of the Bank. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with the Security Devices, Security Codes or other device or delivery channel designated by the Bank for use for the generation, delivery and/or receipt for Security Codes.

14.7 The Bank shall be entitled at its sole and absolute discretion at any time from time to time to cancel without notice the use, or require the replacement or modification, of any Security Device, Customer Terminal or other device or delivery channel designated by the Bank for use for the generation, delivery and/or reception of Security Codes without giving any reason therefore and the Bank shall not be liable to the Customer for any loss or damage as a result thereof.

14.8 All Security Devices provided to the Customer are and shall remain the property of OCBC Bank and the Customer shall return all Security Devices promptly upon request by OCBC Bank or upon cancellation or termination of the Electronic Banking Service. Security Devices must not be altered, tampered with, disassembled or in any way copied or modified, and must not be dealt with or exploited in any way.

14.9 Notwithstanding any other agreement to the contrary, the Customer hereby consents for the Bank to

disclose any information relating to the Customer or the Customer's Account to any of the Bank's subsidiaries, branches, agents, correspondents, agencies and representative offices which has a legitimate business purpose for obtaining such information, including without limitation offering you products or services involving the use of any Security Device or Security Code.

15. General

15.1 "Electronic Services" includes the services provided by the Bank for the use of Internet Banking Service and any other electronic facilities including any electronic computerised or telecommunication devices or modes of opening accounts in China or elsewhere each individually or collectively and a reference to the aforesaid services severally and also the relevant services where the context requires.

15.2 Interpretation and Application of Other Terms

(a) Where Products are made available to the Customer by the Bank on separate terms, those terms shall be read in conjunction with these Terms and Conditions. In the event of any conflict, the specific terms applicable to the relevant Products shall prevail.

(b) These Terms and Conditions shall be read in conjunction with the OCBC Terms and Conditions Governing Deposit Accounts. In the event of any conflict, these Terms and Conditions shall prevail over the Terms and Conditions Governing Deposit Accounts.

15.3 Indemnity

The Bank shall not be liable for and the Customer shall indemnify the Bank and keep the Bank indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever caused that may arise or be incurred by the Bank in providing the OCBC Phone Banking Service, OCBC ATM Service and/or The Electronic Banking Service to the Customer, whether or not arising from or in connection with and including but not Limited to the following:

- (a) the Bank taking any instructions and acting upon them;
- (b) the improper or unauthorised use of the Electronic Banking Service, the Customer's Phone Code, user name, password, Security Code and/or Security Device;
- (c) any damage to the Customer Terminals, related facilities or software as a result of access to the Electronic Banking Service, or any loss of or damage to any Security Device;
- (d) any act or omission by any relevant internet service provider;
- (e) any delay or failure in any transmission, despatch or communication facilities; or
- (f) any access (or inability or delay in accessing) and/or use of any browser to allow access to the Electronic Banking Service or for any defect in any such browser.

15.4 Communications with the Customer

15.4.1 The Customer shall notify the Bank in writing (or, in such other mode(s) and/or methods agreed by the Bank from time to time) of any change in the Customer's particulars.

15.4.2 Any statement, advice, confirmation, notice, demand and all other correspondence by the Bank under these Terms and Conditions (the "Correspondence") shall be served on the Customer:

- (a) (where the Customer is an individual) on the Customer (or the Customer's personal representatives) personally;

(b) by sending it to the Customer at the Customer's last address registered with the Bank; or
(c) by telex or facsimile addressed in any such manner as aforesaid to the Customer's telex or facsimile address last registered with the Bank. The Correspondence shall be deemed to have been delivered on the day it was delivered personally or transmitted by telex or facsimile or if sent by post on the day following posting.

15.4.3 In the case of Joint Accounts, any notice served in accordance herewith on one of the Customers shall be deemed validly served on all the Customers.

15.5. Amendment(s)

15.5.1 The Bank may at any time at its absolute discretion and upon written notice to the Customer in the way described in Clause 15.4.4, amend any one or more of these terms and conditions. Such amendment(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

15.5.2 Where the Customer continues to use the Service(s) after such notification, the Customer shall be deemed to have agreed with and accepted the amendments. If the Customer does not accept any such amendments, the Customer shall forthwith discontinue use of the Service(s).

15.5.3 In the event that the Bank decides in its absolute discretion to discontinue the provision of any of the Services governed by these terms and conditions permanently, the Bank shall give written notice of such discontinuation to the Customer. Such discontinuation shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

15.5.4 The Bank may notify the Customer of any changes to these terms and conditions by:

- (a) publishing such changes in the statements of account to be sent to the Customer;
- (b) displaying such changes at the Bank's branches or ATMs;
- (c) posting such changes on the Bank's website;
- (d) electronic mail or letter;
- (e) publishing such changes in any newspapers; or
- (f) such other means of communication as the Bank may determine in its absolute discretion.

15.6 Waiver

No failure or delay by the Bank in exercising or enforcing any right or option under these Terms and Conditions shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise any right as against the Customer or render the Bank responsible for any loss or damage arising therefrom.

15.7 Severability

If any one or more of the provisions in these Terms and Conditions are deemed invalid, unlawful or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not in any way be affected or impaired.

15.8 Third Party Rights

A person who is not a party to any agreement governed by these Terms and Conditions has no right to enforce any of these Terms and Conditions.

15.9 Applicable Law and Jurisdiction

These Terms and Conditions shall be governed and construed in all respects in accordance with the laws of the People's Republic of China but in enforcing these Terms and Conditions the Bank is at liberty to initiate and take actions or proceedings or otherwise against the Customer in the People's Republic of China or elsewhere as the Bank may deem fit, and the Customer hereby agrees that where any actions or proceedings are initiated and taken in the People's Republic of China, the Customer shall submit to the jurisdiction of the Courts of the People's Republic of China in all matters connected with the Customer's obligations and liabilities under or arising out of these Terms and Conditions.

Terms and Conditions Governing Account Pin Service

Account Pin only supports individual current and savings account cash withdrawal and teller counter account closure cash transactions. Other transactions such as fund transfer, fax indemnity instruction will still use signature to verify customer's identity. Only single account has Account Pin services.

To apply, change, report loss and replace, cancel Pin, the account holder shall bring along his/her valid identification documents, account number and submit a written application form to any branch within the same city of the account opening branch.

The Bank is entitled to deem each and every transaction done by the Pin to be conducted by the account holder. Account holder must take good care of the Pin. Losses caused by improper custody of the Pin shall be borne by the account holder.

The fee of reporting loss and replacement of Pin shall be subject to the Bank's Service Tariff Table.

Terms and Conditions Governing Debit Card Services

Article 1

For the purposes of regulating the issuance and use of the Debit Card of OCBC Bank (China) Limited (hereinafter referred to as "OCBC"), and to prevent any risk in Debit Card businesses, provide better financial services for the society as well as to define the rights and obligations of OCBC and the cardholders, these Terms and Conditions are formulated pursuant to the Regulations on the Administration of Savings promulgated by the State Council, Measures for the Administration of Bank Card Business and Measures for the Administration of RMB Bank Settlement Accounts issued by the People's Bank of China and other relevant laws, regulations and rules.

Article 2

The Debit Card referred herein is an individual Renminbi denominated magnetic card issued by OCBC within the territories of the People's Republic of China (hereinafter referred to as the "PRC"). Such Debit Card is a financial payment and settlement instrument endorsed with the marking of "China Union Pay" and has the functions including purchase settlement, payment by way of transfer, cash deposit and withdrawal, account management. The Debit Card is known as "Joaquim Debit Card" (hereinafter referred to as the "Debit Card"). The Debit Card cannot be overdrawn.

Article 3

Any person who applies for and obtains the Debit Card in accordance with these Terms and Conditions shall be the cardholder. Any relevant branch of OCBC at which a cardholder applies for and obtains the Debit Card shall be the Issuing Bank. The reference of OCBC herein shall include the branches it establishes within the territories of the PRC.

Article 4

The application and collection, use, loss reporting, maintenance, charges, cancellation and any other matters and conduct in connection with the Debit Card shall be undertaken in compliance with these Terms and Conditions. OCBC, the cardholders and any other related parties shall acknowledge and comply with these Terms and Conditions.

Article 5

The Debit Card shall be issued to natural persons (including PRC mainland citizens, foreigners within the territories of the PRC as well as Hong Kong, Macau and Taiwan residents) within the territories of the PRC in compliance with the application criteria stipulated by OCBC. The principal cardholder shall be at least eighteen years of age at the time of application. The application and collection of the Debit Card shall be based on the relevant PRC legislation regarding the use of true name, and all account opening shall be made in the true name of the applicant.

Article 6

Any individual who qualifies to apply for Debit Card shall open a personal Renminbi settlement bank account with OCBC ("OCBC Debit Card Account"). Such account shall not have any minimum prescription for deposit, but shall maintain adequate balance for payment settlement. All purchase settlement, payment by way of transfer, cash deposit and withdrawal and any other collection and payment by the cardholder shall be made instantaneously through such account. OCBC will not make any payment for and on behalf of the cardholder.

The Issuing Bank will calculate and pay out interest on the deposits maintained in the account in accordance with the relevant savings interest rate and interest calculation method stipulated by the People's Bank of China and further withhold/deduct and pay out the interest income tax for cardholder in accordance with the laws.

The OCBC Debit Card Account is subject to *the Terms and Conditions Governing Savings Account of OCBC*. In the event of any discrepancy between these Terms and Conditions and *the Terms and Conditions Governing Savings Account*, these Terms and Conditions shall prevail.

Article 7

At the time of the application and collection of the Debit Card, the applicant shall undertake the relevant procedures in person in accordance with these Terms and Conditions and the relevant provisions. The applicant shall, based on the relevant requirements, provide his/her valid identity certificate(s), truthfully furnish the relevant application information and complete the application form. The signing on the application form by the applicant in person shall be deemed to mean that the applicant has knowledge of the relevant rules of OCBC, shall be responsible for the authenticity of the contents completed and shall agree to perform all rules stated on the contract for collection, and further agree to abide by these Terms and Conditions. The Issuing Bank shall have the right to review and verify the materials, conduct searches on the background and credit standing of the applicant and shall further decide, in its sole discretion, whether to issue the Debit Card to the qualified applicant. No notice or explanation is required where the decision is not to issue the card.

Article 8

The cardholder shall collect the Debit Card and personal identification number ("PIN") in person with a valid personal identity certificate(s) at the designated Issuing Bank. Upon collection of the Debit Card, the cardholder shall promptly sign on the signature column at the back of the Debit Card, with the same signature as shown on the application form and that when using the Debit Card.

Article 9

The Debit Card shall have a PIN and can be used only with such PIN. Any transaction processed with the PIN shall be deemed to be made by the cardholder in person, with full responsibility to be borne by the

cardholder. All electronic records generated with the PIN from any transaction with electronic information shall constitute valid evidence of that transaction.

In the event that cardholder forgets the PIN, he/she shall undertake the procedures for the recovery of the PIN with his/her valid identity certificate(s) in accordance with the relevant provisions of the Issuing Bank.

Article 10

The Debit Card comprises principal card and supplementary card. The supplementary card shall be applied either simultaneously with the application of the principal card or after the issuance of the principal card, and shall not be applied separately and on its own. Any applicant for a supplementary card who is less than 18 years of age must obtain the consent of his/her legal guardian.

Article 11

Any purchase, withdrawal or transfer made by cardholder within or outside the territories of the PRC shall be subject to the relevant provisions of OCBC, China UnionPay and the receiving bank. When the cardholder withdraws cash or makes any purchase outside the territories of the PRC by way of China UnionPay network, the purchase or withdrawal amount will be automatically converted into Renminbi at the applicable conversion rate set by the China UnionPay system and shall immediately be deducted from the OCBC Debit Card Account.

Article 12

The cardholder shall apply in written for the ATM fund transfer service in person with a valid personal identity certificate(s) at the designated Issuing Bank and set the fund transfer amount limit in accordance with the relevant provisions of OCBC, People's Bank of China and other competent regulatory authorities.

Article 13

Where a Debit Card is retained by an Automatic Teller Machine (ATM) at the time of the transaction within or outside the territories of the PRC, the cardholder shall promptly go to the bank to which the relevant ATM belongs so as to retrieve the card in accordance with its relevant provisions. If the Debit Card is not retrieved within any prescribed time, the bank to which the relevant ATM belongs shall have the right to handle the matter according to its procedures.

Article 14

The Debit Card is non-transferable and shall be used exclusively by the cardholder, and the cardholder shall not authorize any third party in the use of the Debit Card and shall not lease, lend or transfer the Debit Card, failing of which all risks, losses and responsibilities shall be borne by the cardholder solely.

Article 15

The use of the Debit Card by the cardholder shall be subject to the transaction quota and other conditions prescribed by the People's Bank of China and OCBC. Apart from the above transaction quota, the cardholder may designate the daily or monthly cumulative maximum withdrawal quota for each card.

Article 16

The Debit Card shall only be used for lawful transactions. OCBC shall not allow the Debit Card to be used for any transaction that is or will be in violation of the laws of any jurisdiction. The Issuing Bank shall have the right to reject the processing or payment for any transaction that it has reasons to suspect legality of conduct or safety of use of the card.

Article 17

For the purposes of preventing fraud, illegal or unusual transactions, the Issuing Bank shall have the right, at any time in its sole discretion, to refuse approval of any debit transaction or to suspend the functions of the Debit Card.

Article 18

The charge items and rates in connection with the Debit Card will be formulated and published by OCBC from time to time in accordance with the relevant laws, regulations and rules. OCBC shall have the right to adjust from time to time the charge items and/or the rates for the Debit Card and such adjustment shall become effective from the date it is published. In the event that any cardholder disagrees with the adjustment, he/she shall promptly cease to use the Debit Card and undertake the card cancellation procedures. The continued use of the Debit Card after the adjustment of the charge items and rates has been published shall be deemed to be consent to such adjustment.

Article 19

The cardholder shall promptly pay for the relevant charges in accordance with the standard charges of the Debit Card and shall further authorize the Issuing Bank to automatically deduct such charges from the OCBC Debit Card Account. In the event that the balance in the OCBC Debit Card Account is insufficient for the payment of the annual fee, the cardholder further authorizes the Issuing Bank to deduct any such shortfall from any other account that the cardholder maintains with OCBC.

Article 20

The Debit Card is not subject to any validity period. Where it is necessary to replace the card in the event of card damage or other reasons, the card shall be replaced in accordance with the relevant provisions of the Issuing Bank.

Article 21

The cardholder may stop using the Debit Card upon settlement of all the transaction amounts and relevant charges. The cardholder shall apply to the Issuing Bank with his/her valid identity certificate(s) for card cancellation in accordance with relevant provisions of OCBC. Upon the Issuing Bank accepting the application, the card cancellation procedures may be processed immediately. In the cancellation of the principal card, the supplementary card shall be cancelled together. After the cancellation, all cards shall be returned to the Issuing Bank.

During the application for the cancellation of the card, where the procedures for loss of card are not completed, the card cancellation procedures cannot be proceeded with. The card may be cancelled only upon the completion of the relevant procedures for loss of card. If all principal and supplementary cards cannot be returned, the procedures for loss of card shall be processed first. The card cancellation procedures may be processed only after the completion of the procedures for loss of card.

Article 22

The cardholder shall take good care of his/her Debit Card and PIN. Under no circumstances shall the cardholder disclose, lend or deliver up his/her Debit Card and/or PIN to any third party for use. All losses arising from the contravention of these Terms and Conditions or the improper custody of the Debit Card by the cardholder shall be borne by the cardholder. Any authorization by the cardholder to any third party to handle any transaction for and on behalf of the cardholder shall be subject to the relevant provisions of OCBC.

Article 23

For lost or stolen Debit Cards, the cardholder shall promptly commence the loss reporting procedures at the Issuing Bank in accordance with the relevant provisions of the Issuing Bank. The report of loss of card comprises verbal and written reporting. After the completion of the reporting procedures, the report takes effect immediately. The cardholder may either apply for a new card or for the cancellation of card upon the loss reporting taking effect.

After verbally reporting any loss, the cardholder shall promptly attend at the Issuing Bank to complete the written procedures to report loss. The cardholder may cancel the verbal report of loss within the stipulated timeframe. For the cancellation of verbal loss report, the cardholder shall submit his/her valid identity certificate(s) in accordance with the relevant provisions of the Issuing Bank. The cardholder shall not be able to cancel any written report of loss once it takes effect.

The cardholder shall be fully responsible for all transactions arising from the loss or theft or the PIN disclosure of the Debit Card, regardless of whether the transactions take place before the loss reporting takes effect or after the loss reporting loses effect. OCBC shall not be responsible for any losses arising therefrom.

Article 24

The application information of the Debit Card shall be true and valid. For any change in the personal information disclosed by the cardholder to the Issuing Bank at time of application for the Debit Card, the cardholder shall promptly and accurately inform the Issuing Bank of the change in writing, failing of which all liabilities rising from the change of the information shall be borne by the cardholder.

Article 25

OCBC shall not be held responsible for any dispute between the cardholder and any third party arising from the use of the Debit Card. The cardholder shall not refuse payment of any sum owing to OCBC (if any) due to any dispute with third parties. The cardholder shall solely bear the losses caused by any failed transaction due to the occurrence of force majeure events or reasons beyond the control of OCBC, as well as the risks and losses suffered in his/her use of the Debit Card over the internet. OCBC shall not be held liable in this regard.

Article 26

All costs arising from the expenses incurred by OCBC in its appointment of third party institution to recover or collect any debt owing by cardholder in connection with the Debit Card shall be borne by cardholder.

Article 27

OCBC shall conduct the Debit Card business in compliance with the relevant laws and regulations and shall protect the legal rights and interests of cardholders in accordance with these Terms and Conditions. Save as otherwise required by laws and regulations, OCBC shall keep confidential the personal information of cardholders.

OCBC provides 24-hours telephone services as well as other services that allow the cardholder to make inquiries on the balance of the Debit Card account, transaction particulars, to print monthly statements or file complaints or make loss report of PIN etc.

If any cardholder has any query regarding any account information, the cardholder shall raise its query and request for rectification to the Issuing Bank within the timeframe stated in the monthly statement showing the transaction in dispute. If no query is raised within the aforesaid period, the cardholder is deemed to have confirmed and accepted all transactions.

Article 28

The Issuing Bank may suspend the provision of the relevant services to the cardholder at any time in the event of the cardholder being in violation of any law, regulation or these Terms and Conditions or the failure to pay the relevant charges.

Article 29

Where there is any conduct that is in violation of law, regulation, these Terms and Conditions or other provisions of OCBC, OCBC shall have the right to apply for legal protection and further claim against the relevant parties in accordance with laws.

Article 30

OCBC shall be entitled, according to the relevant laws, to assist any judicial or other competent authorities in their inquiry of account, or the freezing or making of payments/deductions from the Debit Card Account of the cardholder.

Article 31

These Terms and Conditions shall be formulated, amended and interpreted by OCBC. These Terms and Conditions shall be construed to include any revision or amendment made thereto from time to time. OCBC will announce any such revision through its business offices or websites. The revised Terms and Conditions shall take effect upon the expiry of the announcement period or from a designated date and shall be binding on all parties.

During the announcement period, if a cardholder disagrees with the revised Terms and Conditions and wishes to cease the use of the Debit Card, the cardholder shall apply to OCBC for the cancellation of card. Upon the expiry of the announcement period, any continued use of the Debit Card by the cardholder shall be deemed as the cardholder's consent to the relevant revision to these Terms and Conditions.

Article 32

The cardholder agrees that he/she may be notified of any restriction or reminders on the use of the Debit Card by OCBC in any form it deems appropriate, including without limitation, public announcement and written notice. The cardholder will abide by such restriction or reminder in the use of the Debit Card.

Article 33

These Terms and Conditions shall be governed by and construed in accordance with the laws of the PRC. Any matters that are not covered or addressed herein shall be subject to relevant laws, regulations and rules of the PRC.

Article 34

These Terms and Conditions shall come into effect from the date it is published.

Safety Tips for Using Debit Card

1. Please do not lend your ID Card or Debit Card to other people.
2. Please do not write your pin anywhere.
3. Please do not reveal your pin, or period to others.
4. When setting your PIN, do not use birth dates or other combination of numbers which are easily guessed by others.
5. If you discover your debit card missing or stolen, please immediately contact OCBC 24- hour Customer Service Hotline 400 670 2888, and call 110 if necessary.
6. Try to keep the debit card in sight when it is being processed by a merchant. Ensure that the card returned belongs to you.
7. When entering a self-service bank with a card slot at the entrance, please check the card slot and make sure there is no suspicious device. No PIN is needed to enter the premises of a self-service bank. If you notice any suspicious devices, you should call 110 immediately.
8. When you use your card for any ATM or POS transactions, ALWAYS check that the card you receive back belongs to you.
9. When using internet banking, ensure that the computer is virus and Trojan free.
10. To avoid fishing websites that mimic our internet banking website, enter the internet banking website through <http://www.ocbc.com.cn>.
11. Safe use of cards on ATM
 - (a) Before using any ATM, please pay attention to check if there are suspicious devices around you, especially keyboard, card input slot, cash outlet. If any suspicious devices are found, please avoid using the ATM machine or call 110 if necessary.
 - (b) Please cover the keyboard properly when inputting your pin at the ATM. Take note of your surroundings, and ensure that others are unable to see you keying in your PIN.
 - (c) When you are waiting for cash, you should cover the cash outlet to avoid others taking away your cash.
 - (d) Please ignore notices near ATMs or SMS asking for fund transfer. Call 110 if necessary.
 - (e) If you encounter instances where the ATM did not dispense the requested amount of money or has retained your card, please keep calm and immediately contact the customer hotline of the ATM's bank.

(f) Before leaving ATM, please do not forget take away your card and cash. Make sure the card belongs to you.

(g) Please do not throw away the transaction slip.

(h) Do not accept the assistance or enquiry from strangers.

Do not share your pin to anybody including OCBC Bank staff, government organisations, police, etc. OCBC Bank will never ask for your Pin. In short, do not share your pin or passwords with anybody regardless.

As there are many instances of card fraud including that of card duplication, it is advisable to regularly check the balance and transaction history of your accounts to ensure that there has not been any unauthorized transactions.

OCBC Bank and any related departments will not ask for your personal information or instruct you perform transactions through email, SMS, or instant messenger.

If you need any help, please contact OCBC 24-hour Customer Hotline 400-670-2888.