OCBC Corporate Debit Card Agreement
华侨银行企业借记卡协议

These terms and conditions are applicable to use of the Card(s) issued by us to Cardholder(s) pursuant to the Customer's instructions ("Terms and Conditions"). These Terms and Conditions are to be read together with the Business Account Terms and Conditions. In the event of any conflict, these Terms and Conditions shall prevail over the Business Account Terms and Conditions insofar as they relate to the use of the Card.
这些条款与条件("条款与条件")适用于我行根据客户指示向持卡人发行的借记卡之使用。这些条款与条件须与《商业账户条款与条件》一并阅读。涉及借记卡使用相关事宜时，若这些条款与条件和《商业账户条款与条件》之间存在任何冲突，应以这些条款与条件为准。

Please read these terms and conditions carefully before authorizing the issuance of the Card(s) and before signing or using the Card(s) as a Cardholder.
在授权发卡以及作为持卡人签署或使用借记卡之前，请仔细阅读这些条款与条件。

When you read this Agreement, "you" and "your" mean the person named on the Card **and** the Customer. The words "we", "our" and "us" refer to Oversea-Chinese Banking Corporation Limited and its successors and assigns. Unless otherwise herein defined, all terms and references used in these Terms and Conditions which are defined or construed in the Business Account Terms and Conditions shall have the same meaning and construction in these Terms and Conditions.
当您阅读本协议时，"您"系指卡面上列名的人士**以及**客户。"我行"系指华侨银行有限公司及其继承人和受让人。除另有定义外，凡在《商业账户条款与条件》中已定义或解释的所有术语及引用，在这些条款与条件中应具有相同的含义和解释。

1. Definitions定义
In this Agreement:-
在本协议中：

"Card" refers to any Mastercard debit card issued by us to a Cardholder pursuant to this Agreement and any substitutions, replacement or renewal thereof, and shall be deemed to include any Tokenised Card.
"卡"系指我行根据本协议向持卡人发行的万事达借记卡，以及任何替换卡、补发卡或续期卡，并应视为包含任何代币化卡。

"Cardholder" means the Authorised User named on the Card
and authorised to operate the Card Account through the use
of the Card.
"持卡人"系指卡面上列名的授权用户，获授权使用借记卡操作卡账户。

"Card Account" refers to any Singapore-dollar denominated
deposit account without overdraft facilities which the Customer has designated, and the Bank has approved, as the account to be debited in connection with the use of the Card for the purposes of this Agreement.
"卡账户"系指客户指定并经银行批准、以新加坡元计价、无透支功能的存款账户，在本协议项下，该账户将作为使用借记卡时扣款的关联账户。

"Card Transaction" refers to any type of transaction effected by using a Card, including through the use of any Digital Payment Service and/or Enabled Device.
"卡交易"系指使用借记卡进行的任何交易，包括使用任何数字支付服务和/或已启用设备进行的交易。

"Cash Withdrawal" means cash withdrawn at the counters of banks and financial institutions in Singapore or elsewhere and/or at automated teller machines of banks and financial institutions in Singapore or elsewhere and/or at the Mastercard Global ATM Network and other networks accepting the Card in Singapore or elsewhere.
"现金提款"系指在新加坡境内外银行和金融机构柜台和/或自动柜员机提取现金，和/或在新加坡境内外万事达全球自动柜员机网络及其他接受借记卡的网络提取现金。

"Contact Details" refers to your contact details, including, but not limited to, your mobile phone numbers, email address and mailing address.
"联系方式"系指您的联系资料，包括但不限于您的手机号码、电子邮件地址和邮寄地址。

"Customer" refers to the account holder of an account opened pursuant to the Business Account Terms and Conditions which shall include its successors and, in the case of a partnership or other unincorporated entity consisting of two or more persons, its successors, executors and personal representatives.
"客户"系指根据《商业账户条款与条件》开立账户的账户持有人，包括其继承人；若是由两人或两人以上组成的合伙企业或其他非法人实体，则包括其继承人、遗嘱执行人及个人代表。

"Digital Payment Service" refers to any digital or other electronic payment or wallet service made available from time to time for use by Cardholders regarding his/her Cards enrolled with such services for effecting payment or other transactions via any Enabled Device.
"数字支付服务"系指不时向持卡人提供的任何数字或其他电子支付或钱包服务，用于持卡人已注册该等服务的借记卡，以便通过任何已启用设备进行支付或其他交易。

"Enabled Device" refers to any compatible mobile communications or other device associated with one or more Cards issued to a Cardholder and successfully enrolled by the Cardholders for use in connection with payment or other transactions through a Digital Payment Service.
"已启用设备"系指任何与持卡人获发借记卡相关联，并已由持卡人成功注册以用于通过数字支付服务进行支付或其他交易的兼容移动通信设备或其他设备。

"Tokenised Card" refers to any electronic, digital or other token associated with any Mastercard card or payment facility made available by or through OCBC for the making of payment or other authorised transactions via any Enabled Device.
"代币化卡"系指由华侨银行或通过华侨银行提供的、与万事达卡或支付工具相关联的任何电子、数字或其他代币，用于通过任何已启用设备进行支付或其他授权交易。

"Security Procedure" refers to any security procedure specified by OCBC from time to time for use by its Cardholder in connection with any issuance, activation or use of any Card, and/or payment or other transactions made therewith, including without limitation, the use of personal identification number or PIN codes or two factor authentication, as applicable to any Card.
"安全程序"系指华侨银行不时指定的、供其持卡人使用的任何安全程序，涉及任何借记卡的发行、激活或使用，和/或通过该卡进行的支付或其他交易，包括但不限于适用于任何借记卡的个人识别码或PIN码的使用，或双重认证。

Oversea-Chinese Banking Corporation Limited
Co.Reg.No.: 193200032W

2. Card and PIN借记卡及PIN

2.1 **Receipt of Card/PIN**
接收借记卡/PIN

Once your application for a Card is approved, we shall send to the Cardholder at the Customer's mailing address a Card and a Personal Identification Number (PIN) to be used in conjunction with the Card. Upon receipt of the Card, Cardholder(s) should sign the Card immediately and comply with such card activation procedures as may be prescribed by us. The Cardholder shall not disclose the PIN to any other person and should change the PIN from time to time for security reasons. If you intend to use your Card in connection with any Digital Payment Service, you must comply with such card activation, security and other procedures as may be prescribed by us from time to time. You shall be solely responsible for obtaining at your cost any Enabled Devices, software and/or telecommunications or other services necessary for the use of any Digital Payment Service. By activating any Card, and/or completing any activation procedure for any Tokenised Card, Enabled Device or Digital Payment Service, you agree to be bound by the terms and conditions of this Agreement, Business Account Terms and Conditions (Section B: Terms and Conditions Governing Electronic Services) and any other terms we may designate as applicable in respect of such Card and/or Digital Payment Service, as the case may be and to be liable for all transactions made by or through the same.
一旦您的借记卡申请获批，我行将向按客户的通讯地址向持卡人寄送一张借记卡，以及一个配合该卡使用的个人识别码(PIN)。收到借记卡后，持卡人应立即在卡片上签名，并遵守我行规定的任何卡片激活程序。持卡人不得向任何其他人透露PIN，并且出于安全原因，应不时更改PIN。若您拟将借记卡与任何数字支付服务配合使用，则须遵守我行不时规定的卡片激活、安全及其他相关程序。您应自行承担费用，获取使用任何数字支付服务所需的已启用设备、软件和/或电信及其他服务，并对此全权负责。一旦您激活任何借记卡，和/或完成任何代币化卡、已启用设备或数字支付服务的激活程序，即表示您同意受本协议的条款和条件、《商业账户条款与条件》(第 B 部分：电子服务条款与条件)以及我行就该借记卡和/或数字支付服务可能指定的任何其他适用条款之约束，并对通过上述方式或由上述方式进行的所有交易承担责任。

2.2 **Card and PIN facilities**
借记卡及PIN功能

The Cardholder may use the Card for making authorized purchases. No other person is allowed to use the Card and/or PIN to make any transactions. We may determine at our sole
discretion the facilities that you may utilise using your PIN. Should we decide to, we may also modify any such facilities.
You must safeguard your Enabled Device and maintain the
integrity and security of any Security Procedures associated
with any Card.
持卡人可使用借记卡进行授权消费。任何其他人员均不得使用借记卡和/或PIN进行任何交易。我行可酌情决定您可以使用PIN来操作哪些功能，也可能会修改任何此类功能。您必须妥善保管您的已启用设备，并维护与任何借记卡相关联的安全程序之完整性和安全性。

2.3 **Card remains our property**
借记卡仍属我行财产

The Card remains our property at all times. We may at our absolute discretion request for the Card to be returned at any time, whereupon you shall cut and return the Card, immediately to us and cease all use of any Cards via any Enabled Device. Without prejudice to the generality of the foregoing, OCBC may at any time and from time to time in its absolute discretion cancel any Tokenised Cards or terminate its participation in any Digital Payment Service.
借记卡在任何时候均归我行所有。我行可随时酌情要求收回借记卡，届时您必须立即剪断借记卡，归还我行，并立即停止通过任何已启用设备使用借记卡。在不影响上述条款一般性的前提下，华侨银行可随时酌情决定取消任何代币化卡，或终止参与任何数字支付服务。

2.4 **PIN Terms of Use**
PIN使用条款

Where the Cardholder uses the Card at or in any automated teller machine of the Bank or any other bank and financial institution or card institution or of the Mastercard Global ATM Network or other networks accepting the Card in Singapore or elsewhere, you shall be bound by our Business Account Terms and Conditions, in particular Section B: Terms and Conditions governing Electronic Services as amended from time to time.
若持卡人在我行、任何其他银行及金融机构、卡组织、万事达全球自动柜员机网络，或在新加坡境内外其他受理该卡之网络的自动柜员机上使用借记卡，您均须受我行《商业账户条款与条件》的约束，特别是第 B 部分：电子服务条款与条件(不时修订)。

2.5 **Cards and Security Procedure Terms of Use**
借记卡及安全程序使用条款

The use of any Card or Security Procedure shall be subject to these terms and conditions and to the compliance with such requirements, limitations and procedures as may be imposed by Mastercard and/or any Digital Payment Services providers (as the case may be) from time to time as well as to the terms and conditions imposed by us from time to time in relation to electronic services (including Tokenised Cards and/or Enabled Devices), facilities and transactions. Cash withdrawals from any account with us shall be subject to the terms and conditions as may be imposed by us with respect thereto. Digital Payment Services may not be available for use at all merchants or outlets, or outside Singapore. Card charges, privileges and benefits in respect of transactions made via Digital Payment Services may differ from those applicable in respect of transactions not made
via Digital Payment Services.
任何借记卡或安全程序的使用，均须遵守这些条款与条件，并须符合万事达卡和/或任何数字支付服务提供商(视情况而定)不时施加的要求、限制及程序，同时也须遵守我行不时就电子服务(包括代币化卡和/或已启用设备)、设施及交易而施加的条款与条件。从您在我行的任何账户提取现金，均须遵守我行就此制定的条款与条件。数字支付服务可能无法在所有商户或门店使用，也可能无法在新加坡境外使用。通过数字支付服务进行的交易，其借记卡费用、特权及优惠，可能与非数字支付服务交易所适用的规定有所不同。

2.6 **Lawful Use of the Card And Security Procedures**
合法使用借记卡及安全程序

You shall not use any Card or Security Procedure (whether to effect payment or otherwise) in relation to any transaction or activity which is illegal or prohibited under the law of the country in which such transaction or activity is effected or takes place or the law of your country of residence.
您不得使用任何借记卡或安全程序(无论是用于支付还是其他用途)进行任何在交易发生所在国或您居住国法律下属于非法或被禁止的交易或活动。

3. Card Account and Card spending limit
卡账户及消费限额

3.1 **Card spending limit**
卡消费限额

We may set a default limit in relation to the Card, which we may vary without notice.
我行可设定借记卡的默认限额，且可不经通知而进行调整。

3.2 **Liability for transactions**
交易责任

You shall be fully liable and responsible for all Card Transactions effected by the use of the Card, whether or not executed with your knowledge or authority and notwithstanding that the available credit balance or spending limit (as the case may be) applicable to the Card Account shall have been exceeded.
您须对所有使用借记卡进行的交易承担全部责任，无论这些交易是否经您知晓或授权，也无论卡账户的可用信用余额或消费限额(视情况而定)是否已被超出。

3.3 **Hold on Card Account**
卡账户冻结

We may set aside or place a hold on the Card Account in respect of any transaction on the day such transaction is presented to us for payment or on the day we receive notice
of such transaction. Such an amount set aside or held is only an estimated sum of the actual transaction and may not be identical to the actual transaction. Should we set aside or hold any amount, the balance in the Card Account shall be reduced by such amounts that we set aside. You may not stop payment on such transaction nor use any sum set aside or held by us. Where applicable, we may set aside or hold such sums for such period(s) as we deem fit after which we shall debit the Card Account for the full amount of the actual transaction. We shall have the right to increase at any time the amount that we would hold in respect of any Card Transaction which is denominated in a currency other than Singapore dollars if we are of the view that the amount initially held when converted into foreign currency would not be sufficient to pay that Card Transaction in full.
我行可在收到付款请求或获知交易通知的当日，针对该笔交易对卡账户进行冻结或预留额度。这笔被预留或冻结的金额仅仅是实际交易的估算值，可能与实际交易金额并不一致。若我行预留或冻结任何金额，卡账户的余额将相应扣除该笔金额。您不得停止该笔交易付款，亦不得使用由我行预留或冻结的任何款项。在适用情况下，我行可按认为合适的时间段预留或冻结该笔款项，此后我行将就实际交易的全额从卡账户中扣款。对于任何以非新加坡元计价的借记卡交易，若我行认为按初始预留金额换算后的外币不足以全额支付该笔交易款项，我行有权随时增加预留金额。

3.4 **Charges not to exceed spending limit**
费用不得超过消费限额

The Cardholder shall not at any time carry out or attempt to carry out such Card Transactions by the use of the Card (including the various modes of usage of each Card via the use of Digital Payment Service(s)), the aggregate value of which exceeds the available credit balance or the spending limit (as the case may be) in respect of the Card Account without our prior written approval. Where any such limit is exceeded, we may at our absolute discretion terminate this Agreement forthwith without prior notice to you. We may also refuse to authorise any transaction that the Cardholder wishes to effect even if such transaction would not cause the spending limit to be exceeded.
未经我行事先书面批准，持卡人不得在任何时候使用借记卡(包括通过数字支付服务的各种使用模式)进行或试图进行累计金额超过卡账户可用信用余额或消费限额(视情况而定)的交易。若超出任何此类限额，我行可酌情决定立即终止本协议，无需事先通知您。若持卡人希望进行某笔交易，即使该笔交易不会导致超出消费限额，我行仍有权拒绝授权持卡人进行该笔交易。

3.5 **Card limit exceeded**
超出卡限额

In calculating whether the card limit has been exceeded, we may take into account the amount of any Card Transaction not yet debited to the Card Account and of any authorization given by us to a third party in respect of a prospective Card Transaction.
在计算是否超出卡限额时，我行会将尚未记入卡账户的交易金额，以及我行就拟进行的卡交易向第三方发出的任何授权金额计算在内。

4. Operating your Card Account
操作您的卡账户

4.1 **Debiting of Card Account**
卡账户扣款

We may debit the Card Account with the amount of all Card Transactions, including all Card Transactions made or effected via any Enabled Device(s), and/or where any Card has been enrolled on multiple Enabled Device(s), and in each instance, whether by you or another person (whether with or without your knowledge or authority). You warrant and confirm that you have obtained all requisite consents for the use of any Enabled Device(s). Unless OCBC notifies you otherwise in writing, Card Transactions made or effected via a Tokenised Card will be charged to the Card Account associated with the Card used for enrolment with the relevant Digital Payment Service via the Enabled Device and following which such Tokenised Card was issued. In addition, we may debit the Card Account for unauthorised transactions referred to in Clause 6.3 below. We shall re-credit the Card Account with a corresponding amount where we had previously debited the Card Account for any card transaction for which you are not liable.
我行有权从卡账户中扣除所有卡交易的金额，包括通过任何已启用设备进行的交易，和/或当借记卡已在多个已启用设备上注册时产生的交易。在每种情况下，无论交易是由您本人还是由他人进行(无论您是否知情或授权)，我行均可扣款。您保证并确认，您已获得使用任何已启用设备所需的一切同意。除华侨银行另有书面通知外，通过代币化卡进行的交易，将计入与借记卡关联的卡账户。该卡账户是指您通过已启用设备在相关数字支付服务中注册并随后发行该代币化卡时所绑定的账户。此外，我行亦有权就下文第 6.3 条所述未经授权交易，从卡账户中扣款。若我行此前已就您无需承担责任的任何卡交易从账户中扣款，我行将把相应金额重新存入该卡账户。

4.2 **Overdrawn Card Account**
卡账户透支

We may at our discretion allow the Card Account to be overdrawn. We may charge an overdraft charge based on the amount of the overdrawn balance existing at any time on the Card Account. We may debit the overdraft charge to the Card Account monthly or at such other intervals as we may determine. You shall on demand pay such amount overdrawn, together with such charges as may be prescribed by us from time to time. Under no

circumstances shall this be construed as the granting of any credit facilities to either of you.
我行可酌情决定是否允许卡账户透支。我行可能会根据卡账户在任何时候存在的透支金额，收取透支费用。我行可能会按月，或按我行确定的其他时间间隔，从卡账户中扣除透支费用。您应在(我行)要求时，立即偿还所有透支金额，以及我行不时规定的相应费用。在任何情况下，这均不得被解释为向贵方任何一人授予任何信贷融资额度。

4.3 **Change of designated Card Account**
指定卡账户变更

Should we approve any request by the Customer to designate another account in place of the existing Card Account for the purposes of this Agreement, the card account nominated by the Customer shall become the designated Card Account. The change shall take effect from any date that we may determine. Until and unless we have approved the change of your designated Card Account, this Agreement shall continue to apply to any Card Transactions for which amounts have been set aside to the previous Card Account.
若我行批准客户提出用另一账户取代本协议项下现有卡账户的请求，则客户提名的卡账户将成为新的指定卡账户。变更将于我行确定的任何日期起生效。在我行批准变更您的指定卡账户之前，本协议将继续适用于已从原卡账户预留资金的所有卡交易。

4.4 **Retention of Card Account balances**
保留卡账户余额

Even if we have agreed otherwise in any other agreement relating to the Card Account either with the Customer alone or with any other person(s); we shall be entitled to retain the balance on the Card Account for up to ninety (90) days after the date when the Card Account is closed or terminated (whether by you or by us). Our rights under this Agreement shall not cease after the termination of the Card Account; and we have the right to continue debiting the Card Account with overdraft charges (if any) and/or Card Transactions effected before or after the closure or termination of the Card Account. The Customer's liability and the liability of all Cardholder(s) and other persons, if any, in whose name the Card Account is maintained to us under this Agreement for any balance due to us shall continue.
即使我行在与客户单独或与任何其他人士就卡账户达成的任何其他协议中另有约定，我行仍有权在卡账户注销或终止(无论是由您还是由我行提出)之日起九十(90)天内，保留卡账户的余额。本协议项下权利在卡账户终止后不会终止；且我行有权继续从卡账户中扣除透支费用(如有)和/或在卡账户注销或终止之前或之后进行的卡交易款项。根据本协议，客户、所有持卡人，以及任何其他人(以其名义向我行维持卡账户之人)，对于欠付我行的任何余额所承担的责任，将持续有效。

5. Charges and fees费用

5.1 **Cash Withdrawal fee**
取现手续费

Cash Withdrawals may be obtained at counters and automated teller machines of banks and financial institutions in and outside Singapore which accept the Card, up to such limit as may be determined by such banks or financial institutions from time to time. We may debit the Card Account with a fee stated in our pricing guide for each Cash Withdrawal. We may choose to waive such fee without giving notice.
您可在境内外受理本卡的银行及金融机构柜台或自动柜员机处提取现金，提取限额以该等银行或金融机构不时规定者为限。我行可根据价目表所列标准，就每笔提现交易从卡账户中扣除相应费用。我行亦有权在不另行通知的情况下，选择免除该项费用。

5.2 **Other charges**
其他费用

In addition to the above, we may also debit the Card Account where applicable for the following charges (unless specifically waived by us) stated in our pricing guide and/or imposed by other parties, including but not limited to:
除上述费用外，我行亦可在适用情况下，就我行价目表所列和/或其他方收取的下列费用(除非我行特别免除)从卡账户中扣款，包括但不限于：

(a) an annual fee or a non-refundable service fee for the maintenance of your Card and/or Card Account;
用于维护您的借记卡及/或卡账户的年费或不可退还的服务费；

(b) an administrative fee for production of documents and an administrative fee for any replacement card or documents relating to the Card;
文件出具行政费，以及任何补发借记卡或相关文件之行政费；

(c) a cancellation fee for "no show reservations" and a charge for cancelling or failing to fulfill an airline or hotel reservation secured through the Card, in each case at the rate imposed by the relevant merchant with or through whom such reservation is made; and
因"未现身预订"而产生的取消费，以及取消或通过借记卡预订的机票或酒店住宿、或未能履行该预订而产生的费用；在上述每种情况下，费用均按进行该预订的相关商户或通过其进行预订的商户所规定的费率收取；及

(d) a service charge/administration fee for any action taken by us in carrying out any of your instructions and/or requests relating to the Card Account, whether such service or action is referred to or contemplated in this Agreement or otherwise.
就我行执行您关于卡账户的指示和/或要求所采取的任何行动，我行可收取服务费/行政费，无论该等服务或行动是否在本协议中提及或设想。

5.3 **Goods and services tax**
商品与服务税

The Customer shall be responsible for all goods and services tax and all taxes imposed on or payable in respect of any amount required to be paid under this Agreement. We may debit the amount of such tax to the Card Account.
客户须承担所有商品与服务税，以及就本协议项下应付的任何款项所征收或应缴纳的所有税款。我行可将该等税款金额记入卡账户借方(即从卡账户扣款)。

5.4 **Charges resulting in overdrawn account**
费用导致账户透支

We shall be entitled to debit the Card Account in respect of any sum owed by the Customer to us (whether incurred as Card Transactions, fees, charges or otherwise) even if the Card Account would be overdrawn as a consequence.
我行有权就客户欠付我行的任何款项(无论是因卡交易、费用、收费或其他原因产生)记入卡账户借方，即使因此会导致卡账户透支。

6. Loss/theft/misuse of Card/disclosure of PIN
借记卡遗失/被盗/滥用/PIN泄露

6.1 **Duty to prevent loss/theft/fraud**
防范遗失/被盗/欺诈的义务

The Cardholder must keep the Card and the use of your Card and any Enabled Device(s) secure and ensure that the Card, Card Number and PIN are not disclosed to any other person and that any Enabled Device is only used by you to effect transactions on any Digital Payment Service.
持卡人必须确保借记卡、借记卡的使用方式以及任何已启用设备的安全，并确保不向任何其他人透露借记卡、卡号及PIN，且任何已启用设备仅限由您本人用于在任何数字支付服务上进行交易。

6.2 **Duty to notify us**
通知我行的义务

Should the Customer or the Cardholder discover that the Card (or Enabled Device) is lost, stolen or used in an unauthorized way, the Customer or the Cardholder shall notify us of the loss/theft or unauthorised use by calling our Customer Service Hotline or by notifying us in writing. In certain circumstances, we may also require the Customer and/or the Cardholder to make a police report accompanied by written confirmation of the loss/theft/misuse/disclosure and any other information that we may require.
若客户或持卡人发现借记卡(或已启用设备)遗失、被盗或被未经授权使用，客户或持卡人应致电我行客户服务热线或书面通知我行，以告知遗失、被盗或未经授权使用之情况。在某些情况下，我行亦可要求客户和/或持卡人就遗失/被盗/滥用/泄露事宜向警方报案，并附上书面确认函及我行可能要求的任何其他资料。

6.3 **Liability for lost/stolen Cards**
对借记卡遗失/被盗的赔偿责任

(a) Your liability shall be limited to $100 for any transactions carried out after we have been notified of the loss/theft/disclosure provided:-
在我行接到遗失/被盗/泄露通知后进行的任何交易，您的赔偿责任将限于 100 元，前提是：

(i) We are satisfied that such loss, theft or disclosure is not due to negligence or default of either the Customer or the Cardholder;
我行确信，该等遗失、被盗或泄露并非由于客户或持卡人的疏忽或过失所致；

(ii) the Customer and/or the Cardholder immediately notifies us;
客户和/或持卡人立即通知我行；

(iii) you assist in the recovery;
您配合进行追讨；

(iv) the Customer and/or the Cardholder furnishes to us a statutory declaration in such form as we will specify or a police report and any other information we may require.
客户和/或持卡人向我行提交按我行指定格式出具的法定声明，或警方报告，以及我行可能要求的任何其他资料。

(b) However, we shall debit the relevant Card Account for all Card Transactions (including Cash Withdrawals) carried out before we are notified of the loss/theft/disclosure, even if such transactions were carried out without the authorisation of the Customer and/or the Cardholder.
但对于我行在接到遗失/被盗/泄露通知之前进行的所有卡交易(包括提现)，我行均将从相关卡账户中扣款，即使此类交易未经客户和/或持卡人授权。

(c) For the avoidance of doubt, the limitation of your liability under this Clause 6.3 shall not apply in respect of any transactions made via a Tokenised Card, Enabled Device or Digital Payment System.
为免生疑问，第 6.3 条项下关于责任限额的规定，不适用于通过代币化卡、已启用设备或数字支付系统进行的任何交易。

6.4 **Card retrieved**
借记卡寻回

Once the Card has been reported as lost or stolen it must not be used if subsequently retrieved. The Cardholder shall cut such retrieved original Card into pieces and return the same to us. Any Card that is thrown away or surrendered or returned to us must be cut into pieces. You shall be liable for any loss or damage arising from any failure to do so.
一旦借记卡被报失或报窃，即使随后被寻回，亦不得使用。持卡人须将寻回的原卡剪碎，并将其归还我行。任何被丢弃、上缴或归还我行的借记卡，均须剪成碎片。若未能照办，您须对由此产生的任何损失或损害承担责任。

6.5 **Replacement Card**
补发卡

We may at our discretion issue a replacement Card upon such terms and conditions as we may deem fit, and we reserve the right to charge a replacement fee as set out in our pricing guide in respect of any lost or stolen Card. Such card replacement fee shall be debited to the Card Account and shall not be refundable for any reason whatsoever.
You may be required to comply with such card activation, security and other procedures as may be prescribed by us from time to time to re-enrol the replacement Card for use in respect of any Digital Payment Service.
我行可酌情按我行认为合适的条款与条件补发借记卡，并有权就任何遗失或被盗的借记卡收取补卡费，金额载列于我行的价目表中。补卡费将从卡账户中扣除，且无论因何种原因，均不予退还。您须遵行我行不时规定的卡激活、安全及其他程序，以便就任何数字支付服务重新注册补发卡以供使用。

6.6 **Lost/Stolen Enabled Devices**
已启用设备遗失/被盗

In respect to each Tokenised Card enrolled on any Digital Payment Service on any Enabled Device reported as lost or stolen, if the Enabled Device is subsequently retrieved, you must remove all Tokenised Cards from such Digital Service and comply with such card activation, security and other procedures as may be prescribed by us from time to time in order to re-enrol the Tokenised Card on such Digital Payment Service.
关于在任何已报失或报窃的已启用设备上、并已在任何数字支付服务中注册的代币化卡，若该设备随后被寻回，您必须从该数字服务中移除所有代币化卡，并遵行我行不时规定的有关卡激活、安全及其他程序，以便在该数字支付服务上重新注册该代币化卡。

7. Termination of use of Card and Card Account
终止使用借记卡及卡账户

7.1 **Our right to terminate**
我行有权终止

We may suspend or terminate your Card(s), use of your

Card on any Enabled Device, your access to or use of any Digital Payment Systems and/or Card Account at any time. Without prejudice to the generality of the foregoing, we may terminate the Card, use of your Card on any Enabled Device, your access to or use of any Digital Payment Systems and/ or your Card Account(s) in the event of any change to any mandate or instructions relating to the operation of any Card Account.
我行可随时暂停或终止您的借记卡，暂停或终止在任何已启用设备上使用您的借记卡，暂停或终止访问或使用任何数字支付系统和/或卡账户。在不损害上述条款一般性的前提下，若与任何卡账户操作相关的授权或指令发生变更，我行可终止借记卡，或终止在任何已启用设备上使用借记卡，或终止访问或使用任何数字支付系统和/或卡账户。

7.2 **Your right to terminate**
您有权终止

The Customer may terminate all or any of the Card(s) or use of any Digital Payment System or Enabled Device at any time by giving us written notice. The Cardholder may terminate the Card issued to him/her or use of any Digital Payment System or Enabled Device at any time by giving us written notice. For the avoidance of doubt, we may terminate any Card or use of any Digital Payment System or Enabled Device pursuant to the instructions of the Customer without the giving of any notice to the Cardholder.
客户可随时向我行发出书面通知，终止全部或任何借记卡，或终止使用任何数字支付系统或已启用设备。持卡人可随时向我行发出书面通知，终止向其发放的借记卡，或停止使用任何数字支付系统或已启用设备。为免生疑问，我行可依据客户指示，终止任何借记卡或任何数字支付系统或已启用设备之使用，无需向持卡人发出任何通知。

7.3 **Obligations upon termination**
终止后的义务

Upon the termination of the Card(s) for whatever reason, the Customer shall ensure that the relevant Cardholder does not continue to use the Card(s) or in the case of a Tokenised Card, delete such Card from the Cardholder's Enabled Device(s). Your obligations under this Agreement will continue and we shall remain to be entitled to debit the Card Account for overdraft charges as well as Card Transactions that are carried out before or after the termination of the Card(s). Until such transactions and any overdraft charges that may be imposed in the manner stipulated in Clause 4.2 above are paid in full, you shall remain liable to us.
无论因何种原因终止借记卡，客户均须确保相关持卡人不再继续使用有关借记卡；若涉及代币化卡，则须从持卡人的已启用设备中删除该卡。您在本协议项下的义务将持续有效，且我行仍有权就透支费用以及在借记卡终止之前或之后所进行的卡交易，对卡账户进行扣款。在上述第 4.2 条所规定的方式下，直至该等交易及任何可能产生的透支费用全额付清之前，您仍须对我行承担责任。

8. Liability of the Customer and the Cardholder
客户及持卡人的责任

8.1 The Customer is liable for and must pay us on demand the outstanding balances incurred by all Cardholder(s) including all charges debited to the Card Account in accordance with this Agreement or any other agreement between you and us whether before or after the termination of the use of any Card(s). The Customer is jointly and severally liable with each Cardholder for such part of the outstanding balance in connection with the Card issued to him/her.
客户须对所有持卡人所产生之未偿还余额承担责任，并须在我行提出要求时立即支付，包括根据本协议或您与我行之间任何其他协议记入卡账户的所有费用，无论该等费用发生在任何借记卡使用终止之前或之后。客户须与每位持卡人就其获发借记卡所相关的未偿还余额部分，承担连带责任。

8.2 The Cardholder is liable for and must pay us on demand for such part of the outstanding balance in connection with the Card issued to him/her including all charges debited to his/ her Card in accordance with this Agreement or any other agreement between you and us whether before or after the termination of the use of his/her Card.
持卡人须对其获发借记卡所产生的未偿还余额部分承担责任，并须在我行提出要求时立即支付，包括根据本协议或您与我行之间任何其他协议记入其借记卡的所有费用，无论该等费用发生在其借记卡使用终止之前或之后。

8.3 The Bank shall not be responsible or liable for any loss, damage or embarrassment suffered by the Customer by reason of or arising from but not limited to:
对于客户因以下原因所遭受的任何损失、损害或尴尬，我行概不负责或承担责任，包括但不限于：

(a) Any loss or damage caused by equipment, the Internet browser providers, the Internet Service Providers, the network service providers or their agents or subcontractors.
因设备、互联网浏览器提供商、互联网服务提供商、网络服务提供商或其代理人或分包商所引致的任何损失或损害。

(b) Any computer viruses or other malicious, destructive or corrupting code, agent, programme, macros or other software routine or hardware components designed to permit unauthorised access, which may interfere with or compromise the security when using Electronic Services.
任何旨在允许未经授权访问的电脑病毒，或其他恶意、破坏性、导致损毁的代码、代理、程序、宏指令、其他软件例程或硬件组件，其可能会在使用电子服务时干扰或损害安全性。

(c) Any breakdown or malfunction of any equipment, system or software (including any Registered Mobile Device, Face Recognition Feature, Fingerprint Recognition Feature and any Access Device or QR Code) used in connection with Electronic Services, whether belonging to the Bank or not including but not limited to any electronic terminal, server or system, telecommunication device, connection, electricity, power supply, telecommunication or other communications network or system or any part of the electronic fund transfer system.
任何与电子服务相关的设备、系统或软件(包括但不限于已注册移动装置、面部识别功能、指纹识别功能、任何存取装置或二维码之故障或失灵，无论该等设备是否属于我行，包括但不限于任何电子终端、服务器或系统、电讯设备、连接线路、电力、电源、电讯或其他通讯网络或系统，或电子资金转账系统的任何部分。

(d) Lack of information or failure by the Customer to provide clear, necessary and complete information for completing the payment or transfers or performance of the transaction.
客户因缺乏资料，或未能提供清晰、必要及完整的资料，以致无法完成付款、转账或执行交易。

(e) Any use, misuse, purported use or misuse, loss, theft or unauthorised use of the Customer's Card, Access Device, QR Code or Registered Mobile Device.

客户借记卡、存取装置、二维码或已注册移动装置的任何使用、滥用、声称使用或滥用、遗失、被盗或未经授权使用。

(f) Any use, misuse, purported use or misuse or unauthorized use of the Electronic Services, including by reason of a third party's fingerprint or facial identification being enrolled on a Registered Mobile Device.
电子服务的任何使用、滥用、声称使用或滥用，或未经授权使用，包括因第三方指纹或面部识别资料被登记于已注册移动装置上之原因所致者。

(g) Any destruction or alteration of Customer's instructions or any other instructions, data or information transmitted by the Customer through Electronic Services.
客户通过电子服务传送的任何指令或其他指示、数据或资料遭到损毁或更改。

(h) Any unauthentic, inaccurate, incomplete, out-of-date and erroneous transmission of Customer's instructions or purported instructions or QR Code that might be transmitted through any media, or transmission by the Bank of any data or information through the Electronic Services, or the sharing of the QR Code or the sharing of any information provided through the Electronic Services, by the Customer or its Authorised User.
客户指令或声称指令或二维码通过任何媒体传送时，或我行通过电子服务传送任何数据或资料，或客户或其授权用户分享二维码或分享通过电子服务提供的任何资料时，出现不真实、不准确、不完整、过时或错误之传送。

(i) Any failure by the Customer to follow the latest or current instructions, procedures and directions for using Electronic Services and/or any refusal by the Bank to act as a result thereof.
客户未能遵照使用电子服务的最新或现行指示、程序及指引，和/或我行因此拒绝采取行动。

(j) Any Electronic Services not being available or functioning.
任何电子服务未能提供或功能失常。

(k) The Customer's computer or hardware or any other device (including any Access Device or Registered Mobile Device) not working or functioning properly or the inability to generate a QR Code as a result of any failure or errors of Customer's mobile device(s) or incompatibility of Customer's mobile device(s) with such functionality.
客户电脑或硬件或任何其他装置(包括任何访问装置或已注册移动装置)未能正常运作或功能失常；或因客户移动装置的任何故障或错误，或客户移动装置与该功能不兼容，以致无法生成二维码。

(l) The Computer System providing information necessary to complete the payment or transfer not working properly or not being able to be accessed by the Customer.
提供完成付款或转账所需资料的电脑系统未能正常运作，或客户无法访问该系统。

(m) The Customer not furnishing timely and accurate information in relation with or in connection with the transaction or performance of the transaction.
客户未能就交易或交易之执行提供及时和准确的资料。

(n) Any delays, failures, omissions, interference with or impediment, interruption or disruption of business or operations caused by but not limited to force majeure, act of God, war, warlike hostilities, riots, blockades, strike, embargoes, or machine or equipment failure, or suspension of operation of Electronic Services and circumstances beyond the control of the Bank.
因(但不限于)不可抗力、天灾、战争、类似战争之敌对行动、暴动、封锁、罢工、禁运、机器或设备故障、电子服务运作暂停，或我行控制范围以外的情况，所导致的任何业务或运作之延误、失误、遗漏、干扰、阻碍、中断或扰乱。

(o) Any failure to receive or delay in receiving Customer's instructions because of any failure of the Customer's Computer System or other facilities or the telecommunication network used to transmit the instructions.
因客户电脑系统或其他设施，或用于传送指示的电讯网络出现故障，以致未能接获或延迟接获客户指示。

(p) Any unsuccessful generation of a QR Code or transaction to the Customer's designated Account via a QR Code, whether or not arising from any failure, refusal, delay or error by any third party or third party system, equipment or device (including mobile device) through whom such transaction is made.
任何通过二维码向客户指定账户进行交易或生成二维码不成功之情况，不论是否因任何第三方或第三方系统、设备或装置(包括移动装置)之失误、拒绝、延误或错误所致，而有关交易乃通过该等第三方进行。

9. Exclusions and exceptions
排除与例外

9.1 **Card and PIN**
借记卡及PIN

We are not liable in any way:
对于下列情况，我行不承担任何责任：

(a) should the Card or PIN be rejected by a merchant or any terminal used to process Card Transactions or if we refuse for any reason to authorise any Card Transaction;
如果商户或任何用于处理卡交易的终端拒绝受理该卡或PIN，或者我行因任何原因拒绝授权进行任何卡交易；

(b) for any malfunction, defect or error in any terminal used to process Card Transactions, or of other machines or system of authorisation whether belonging to or operated by us or other persons;
任何用于处理卡交易的终端，或其他授权机器或系统(无论是由我行拥有或运营，还是由其他人拥有或运营)发生任何故障、缺陷或错误；

(c) for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, civil disturbance or any event outside our control or the control of any of our servants, agents or contractors;
因任何电子、机械系统、数据处理或通信方面的缺陷或故障、天灾、社会动荡，或任何超出我行及我行职员、代理人或承包商控制范围的事件，导致我行无法履行或延迟履行本协议项下任何义务；

(d) for any damage to or loss or inability to retrieve any data or information that may be stored in the Card or any microchip or circuit or device in the Card;
存储在卡内、或卡内任何微芯片、电路或装置中的任何数据或信息遭到损坏、丢失或无法检索；

(e) (i) for any loss, theft, use or misuse of the Card or Enabled Device or disclosure of the PIN and/or any breach of this Agreement (ii) for any fraud and/or forgery of the Cardholder's signature (iii) for any injury to your credit, character and reputation in relation to our repossession or our request for its return (iv) for any delay in the release of any amount placed on hold on the Card

Account (v) for any failure by us to follow payment instructions (including but not limited to GIRO or other standing payment instructions) given by you due to insufficient available funds in the Card Account or insufficient available funds arising from us putting amounts in the Card Account on hold or the delay in releasing such hold and (vi) any hold placed on the Card Account upon receipt of a request for authorisation of a Card Transaction or a notice of a Card Transaction or a request for payment (including but not limited to a request by electronic means) notwithstanding that such request or notice were unauthorised or forged or that the Card Transaction was not carried out or rescinded.
(i)借记卡或已启用设备发生遗失、被盗、使用或滥用，或PIN泄露，和/或发生违反本协议的情况；(ii)持卡人签名存在欺诈和/或伪造现象；(iii)因我行收回或要求归还借记卡，而对您的信用、品行及声誉造成任何损害；(iv)存放在卡账户中任何被冻结款项延迟解冻；(v)因卡账户内可用资金不足，或因我行将卡账户内的款项冻结导致可用资金不足，或延迟解冻此类冻结款项，导致我行未能遵循您发出的付款指令(包括但不限于 GIRO 自动转账或其他固定付款指令)；及(vi)因收到卡交易授权请求、卡交易通知或付款请求(包括但不限于电子方式的请求)而对卡账户进行冻结，即使该请求或通知未经授权、系伪造，或者该卡交易实际上并未发生或已被撤销。

(f) should use of your Card or any Enabled Device(s) or any Security Procedure be rejected by a merchant or any terminal used to process Card Transactions or if we refuse for any reason to authorise any Card Transaction;
如果您的借记卡、任何已启用设备或任何安全程序被商户或任何处理卡交易的终端拒绝，或者如果我行因任何原因拒绝授权任何卡交易；

(g) for any claim, loss, damage, delay, inability to use, or any mistake or error arising in connection with any hardware, software or service used or provided in connection with any Tokenised Card, Enabled Device or Digital Payment Service or any inability to use the same. You agree and acknowledge that Tokenised Card, Enabled Device or Digital Payment Service are made available on an “as-is”, “as-available” basis, that these are not warranted to be error-free and that all risk associated with any use thereof shall be borne by you;and/or
因就任何代币化卡、已启用设备或数字支付服务所使用或提供的硬件、软件或服务，或因其无法使用而产生的索赔、损失、损害、延迟、无法使用，或任何错误或失误之情形。您同意并确认，代币化卡、已启用设备或数字支付服务是“按原样”、“按现有可用性”提供，不保证这些服务没有错误，且与之相关的任何使用风险均由您自行承担；和/或

(h) for any breach of any obligation of confidentiality by any third party provider of any service or facility associated with any Tokenised Card, Enabled Device or Digital Payment Service. You acknowledge and understand that use of the same involves the transmission of your personal data and transaction details through third parties which we are unable to control, and we are not responsible or liable to you for their performance or the non-performance of their obligations to you.
任何与代币化卡、已启用设备或数字支付服务相关的服务或设施之第三方提供商，违反任何保密义务的行为。您确认并了解，使用上述服务涉及通过我行无法控制的第三方传输您的个人数据和交易详情，且对于第三方的履约行为或未履行义务的行为，我行不对您承担责任或义务。

9.2 **Problems with goods and services**
商品与服务相关问题

We are not liable in any way should you encounter any problems with the goods and services that you obtained through the use of the Card nor are we responsible for any benefits, discounts or programmes of any merchant that we make available to you. In spite of the non-delivery or nonperformance or defects in any such goods and services, you shall pay us the full amount shown in the Card Account statement. If you have any complaint against a merchant, you shall resolve such dispute with such merchant. Any such dispute is between you and the merchant and we shall not be deemed to be a party to such dispute. We shall not be liable or responsible for the quantity, quality, merchantability, fitness for purpose or any other aspect of the goods and services supplied by a merchant to you or in respect of any contract or transaction entered into by such merchant with you connected with the use of the Card. We will credit the Card Account with the amount of any refund only on the receipt of the same supported by a credit voucher properly issued by the merchant.
如果您在使用借记卡获取商品或服务时遇到任何问题，我行概不承担任何责任；同时，对于我行通过借记卡向您提供的任何商户优惠、折扣或计划，我行也概不负责。即使出现任何此类商品或服务未交付、未履行或存在缺陷的情况，您仍须向我行支付卡账户账单中显示的全额款项。如果您对商户有任何投诉，您应自行与该商户解决此类争议。任何此类争议均属于您与商户之间事宜，不应视我行为该争议的一方。对于商户向您提供的商品和服务数量、质量、适销性、适用性，或任何其他方面，以及对于此类商户与您之间签订的任何与使用借记卡相关的合同或交易，我行概不承担责任或义务。只有在收到商户正式开具的退款凭证(贷记单)并确认收到退款后，我行才会将退款金额存入您的卡账户。

10. Conclusiveness of documents and certificates
文件与证明文件的最终效力

10.1 **Conclusive evidence**
决定性证据

Our records (including electronic, computer and microfilm stored records) of all matters relating to the Card, any Tokenised Card, Enabled Device or Digital Payment Service, the Card Account and/or of you and any certificate from us stating your liability to us as at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on you for all purposes whatsoever. We shall be entitled to treat any person in physical possession and control of any Card, any Tokenised Card, Enabled Device and/or Digital Payment Service as the rightful holder or user thereof, and are entitled to rely upon any signature, digital certificate or token or use of the Card as conclusive evidence of the fact that the Card Transaction relating thereto was authorised and properly made or effected by the Cardholder, and subject to Clause 6.3(a) and (b), shall not in any way be liable for any loss, costs, damages suffered by any person including the rightful holder of the Card with respect to any transaction effected through the Card and/or any Enabled Device.
凡涉及借记卡、任何代币化卡、已启用设备或数字支付服务、卡账户和/或您本人的所有事项，我行的记录(包括以电子、计算机和缩微胶片形式存储的记录)以及我行出具关于您在指定日期对我行所负债务的任何证明，均应视为其准确性和真实性的决定性证据，并对您具有约束力。
我行有权将任何实际持有并控制任何借记卡、代币化卡、已启用设备和/或数字支付服务的人士，视为该卡或服务的合法持卡人或用户，并有权依据任何签名、数字证书、令牌或借记卡的使用情况，将其作为决定性证据，证明相关的借记卡交易是经持卡人授权并由其妥善完成或生效的，且在不违反第 6.3(a)和(b)条规定的前提下，对于任何人(包括合法持卡人)因通过该借记卡和/或任何已启用设备进行任

何交易而遭受的任何损失、费用或损害，我行概不承担任何责任。

10.2 **Statements**
账单

We will send a Card Account statement to the Customer on a monthly or other periodic basis but we reserve the right not to send any Card Account statement for any period during which the Card Account is inactive. The Card Account statement shall be conclusive evidence of the state of the Card Account between us and you shall also notify us if you discover any errors or inaccuracies in any Card Account statement. If the Customer fails to inform us of any error or inaccuracy in the Card Account statement within seven (7) days from its receipt, the contents of the Card Account statement shall be conclusive and binding on you.
我行将按月或定期向客户寄送卡账户账单，但我行有权在卡账户处于非活跃状态(即没有交易)的任何期间，不寄送账单。卡账户账单应作为我行与您之间卡账户状态的决定性证据。如果您发现任何卡账户账单中存在错误或不准之处，您也应通知我行。如果客户在收到卡账户账单后的七(7)天内，未能通知我行账单中存在的任何错误或不准之处，则该卡账户账单的内容将被视为具有决定性，并对您具有约束力。

11. Amendments
修订

11.1 **Amendments to the agreement**
协议修订

We may at any time at our absolute discretion and upon written notice to the Customer, change any one or more of the terms and conditions in this Agreement. Such change(s)
shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of the notice. If you do not accept such change(s), the Cardholder shall forthwith discontinue any use of the Card and the Customer instruct us to terminate the Card. Where the Cardholder continues to use the Card after such notification, you shall be deemed to have agreed with and accepted such change(s).
我行可随时酌情决定，并在书面通知客户后，更改本协议中的一项或多项条款与条件。此类变更将自通知中注明的日期起生效，在大多数情况下，该日期将不少于通知发出之日起三十(30)天。如果您不接受此类变更，持卡人应立即停止使用借记卡，并指示我行注销该卡。若持卡人在收到此类通知后继续使用借记卡，您将被视为已同意并接受此类变更。

11.2 **Right to vary charges and fees**
变更各项收费的权利

We may at any time at our absolute discretion and upon written notice to the Customer, change the prevailing rate and/or amount of any charges or fees payable by you as stated in our pricing guide. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of the notice.
我行可随时酌情决定，并在书面通知客户后，更改您在我行价目表中应付任何费用的现行费率和/或金额。此类变更将自通知中注明的日期起生效，在大多数情况下，该日期将不少于通知发出之日起三十(30)天。

11.3 **Notification of changes**
变更通知

We may notify you of any changes to the terms and conditions in this Agreement by:-
我行可通过以下方式，将本协议条款与条件的任何变更通知给您：

(a) publishing such changes in the statements sent to the Customer;
在寄送给客户的账单中列明此类变更；
(b) displaying such changes at our branches or automated teller machines;
在分行网点或自动柜员机上展示此类变更；
(c) posting such changes on our website;
在我行网站上发布此类变更；
(d) electronic mail or letter;
电子邮件或信函；
(e) publishing such changes in any newspapers; or
在任何报纸上刊登此类变更；或
(f) such other means of communication as we may determine.
我行可能决定的任何其他沟通方式。

12. Disclosure of information
信息披露

12.1 **Parties to whom disclosure may be made**
信息披露的对象

You consent for us to, whether before or after termination of the Card Account, disclose any information relating to you or your Card Transaction or Card Account (“Information”) to (i) any third party as we may deem fit in our absolute discretion, including but not limited to our subsidiaries, branches, agents, correspondents, agencies or representative offices, (ii) any person authorised by you to operate the Card Account, (iii) any merchant, bank or financial institution, (iv) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the Information to third party or parties, including but not limited to its member banks or financial institutions, (v) any government agency, statutory board or authority in Singapore or elsewhere, (vi) the Relevant Third Party and (vii) any other person to whom we consider in our interest to make such disclosure. You also acknowledge and agree that as the service providers of Digital Payment Systems and/or token providers are located overseas, it is necessary for your personal data to be transferred out of Singapore in order that your instructions may be carried out, and that the protection of your personal data in jurisdictions outside Singapore may not be on standards similar to those applicable in Singapore.
您同意我行(无论是在卡账户终止之前还是之后)将任何与您、您的卡交易或卡账户相关的信息(以下简称为“信息”)披露给：(i)我行酌情认为合适的第三方，包括但不限于我行的子公司、分行、代理人、代理行、代理机构或代表处；(ii)经您授权操作卡账户的人士；(iii)任何商户、银行或金融机构；(iv)任何征信局和/或其合规委员会，并允许该征信局和/或其合规委员会向第三方披露该等信息，包括但不限于其会员银行或金融机构；(v)新加坡境内外任何政府机构、法定委员会或主管当局；(vi)相关第三方；及(vii)我行认为披露信息符合我行利益的其他人士。您亦确认并同意，鉴于数字支付系统的服务提供商和/或代币提供商位于海外，为了执行您的指令，有必要将您的个人数据传输至新加坡境外，且新加坡境外司法管辖区对您个人数据的保护水平可能与新加坡适用的标准不尽相同。

12.2 **Written permission**
书面许可

You agree that where your written permission is required by law or otherwise for any such disclosure by us, the

signing of the Card application form and/or the signing of the Card and/or the usage of the Card shall constitute and be deemed to be sufficient written permission for such disclosure.
您同意，若法律或其他规定要求我行在进行任何此类披露前须获得您的书面许可，则签署借记卡申请表和/或签署借记卡和/或使用借记卡的行为，将构成并被视为已给予此类披露的充分书面许可。

12.3 **Additional rights**
附加权利

Our rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to the Business Account Terms and Conditions, the Banking Act, Chapter 19 of Singapore (as may be amended and substituted from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.
本条项下权利应叠加于且不损害根据《商业账户条款与条件》、新加坡《银行法》(第19章，不时修订和替代)或任何其他成文法及法律所享有的其他披露权利，且本协议任何内容均不得解释为限制这些其他权利。

12.4 **Data Protection**
数据保护

(Where personal data relating to you, the Customer and/or the Cardholder is or will be collected, used or disclosed by the OCBC Group (as defined herein) and/or the OCBC Representatives (as defined herein)) You, the Customer and the Cardholder consent to the Bank, its related corporations (collectively, the “OCBC Group”), and their respective business partners and agents (collectively, the “OCBC Representatives”) collecting (including by way of recorded voice calls), using and disclosing your, the Customer’s and the Cardholder’s personal data for purposes reasonably required by the OCBC Group and the OCBC Representatives to enable them to provide any products and services (including without limitation the Card) to you, the Customer and the Cardholder. Such purposes are set out in a Data Protection Policy, which is accessible at www.ocbc.com/ business-policies or available on request and which you, the Customer and the Cardholder have read and understood.
(凡华侨银行集团(定义见下文)和/或华侨银行代表(定义见下文)收集、使用或披露关于您、客户和/或持卡人的个人数据)您、客户及持卡人特此同意，我行、我行关联公司(统称为“华侨银行集团”)，以及其各自的业务合作伙伴和代理人(统称为“华侨银行代表”)，有权收集(包括通过录音电话的方式)、使用和披露您、客户及持卡人的个人数据，以期满足华侨银行集团及华侨银行代表向您、客户及持卡人提供任何产品和服务(包括但不限于借记卡)所合理需要之目的。该等目的载于《数据保护政策》中，您可访问 www.ocbc.com/business-policies 查阅或索取政策文本。您、客户及持卡人应确认已阅读并理解该等政策。

13. Set off and consolidation
抵销与合并

13.1 **Extent of our rights**
我行权利范围

In addition to any other rights to which we may be entitled by law, we are entitled at our absolute discretion, at any time and without notice or liability, to combine or consolidate the Card Account with any account(s) maintained by you with us (wheresoever situated, including those in overseas branches, and whether such other account is held by you alone or jointly with others and whether or not such account is savings, current, time-deposit, structured deposit (whether or not such deposits have matured) or otherwise) and set off or transfer any monies standing to the credit of such account(s) in or towards the full or partial discharge of any sum due from or owed by you to us.
除法律赋予我行的任何其他权利外，我行还有权酌情决定，在任何时间且无需事先通知或承担任何责任的情况下，将您的卡账户与您在我行持有的任何其他账户进行合并或整合(无论这些账户位于何处(包括海外分行)，也无论该账户是由您单独持有还是与他人联名持有，亦或是该账户属于储蓄、往来、定期存款、结构性存款(无论是否已到期)或其他任何类型的账户)，并抵销或转账划拨该等账户贷方余额中的任何款项，用以全部或部分清偿您应付或欠付我行的任何款项。

13.2 **Set off and consolidation involving foreign currencies**
涉及外币的抵销与合并

Where any set off or consolidation undertaken by us involves the conversion of one currency to another, we shall make the necessary conversion at our prevailing currency exchange.
若我行进行的任何抵销或合并涉及货币兑换，我行将按当时适用的汇率进行必要兑换。

14. Communication and service of documents
通讯与文件送达

14.1 **Communication**
通讯

We may send any Card, notices, Card Account statements or any other communication to you by facsimile transmission, short message system (SMS), electronic mail, ordinary prepaid post or personal delivery to your last known address. Communication and notices sent by facsimile transmission, short message system (SMS) and electronic mail
shall be considered to have been received by you immediately upon such transmission by us. Communication and notices sent by ordinary prepaid post shall be considered to have been received by you immediately after posting. Communication and notices sent by personal delivery shall be considered to have been received by you at the time of delivery.
我行可以通过传真、短讯系统(SMS)、电子邮件、普通预付邮递，或亲自送达至您最后为人所知的地址，向您寄发任何借记卡、通知、卡账户账单或任何其他通讯文件。凡以传真、短讯系统(SMS)及电子邮件发送的通讯及通知，均视为您在我行就此发送之时立即收悉。凡以普通预付邮递寄送的通讯及通知，均视为您在投寄后立即收悉。凡以专人送达方式发送的通讯及通知，均视为您在交付之时收悉。

14.2 **Service of documents**
文件送达

We may serve you with an originating claim, statement of claim or any other legal process or document requiring personal service by delivering it personally, sending it by ordinary post or by leaving it at your last known address (whether a post office address or private residence or business residence or otherwise). You will be considered to have been properly served on the date of delivery if we deliver process personally to you, or served immediately after posting if process is posted to you. In addition to these two (2) methods of service, we may serve you in any other method permitted by law.
我行可通过亲自交付、普通邮递寄送，或将其留置于您最后为人所知的地址(不论是邮政信箱、私人住宅、商业居所或其他地址)，向您送达原诉传票、申索陈述书或任何其他须予专人送达的法律程序文件。若我行将法律程序文件亲自交付予您，则将视为于交付当日妥善送达；若我行将法

律程序文件邮寄予您，则将视为于投寄后立即送达。除上述两(2)种送达方式外，我行亦可以法律许可的任何其他方式向您送达文件。

15. Miscellaneous
其他规定

15.1 **Indemnity**
赔偿

You shall indemnify and keep us fully indemnified against all claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) incurred, suffered or sustained by us, directly or indirectly, by reason of or in connection with this Agreement, including but not limited to:-
您须就本协议引致或与之相关的任何索赔、要求、诉讼、法律程序、损失、损害、费用及开支(包括按全额赔偿基准计算的法律费用)，不论直接或间接产生、蒙受或招致，向我行作出赔偿并确保持续全面赔偿，包括但不限于：

(a) breach of any provision of this Agreement on your part; and/or
您违反本协议的任何条款；和/或

(b) the enforcement or protection of our rights and remedies against you under this Agreement, or in obtaining or seeking to obtain payment of all or any part of the monies hereby agreed to be paid by you; and/or
执行或维护本协议项下我行针对您享有的权利及补救措施，或是追讨或试图追讨您根据本合同同意支付的全部或任何部分款项；和/或

(c) any change in any law, regulation or official directive which may have an effect on this Agreement.
任何法律、法规或官方指令的变更，且该等变更可能对本协议产生影响。

15.2 **Transactions involving foreign currency**
涉及外币的交易

If the currency of any Card Transaction is different from that which the Card Account is maintained, we shall be entitled to convert such transaction into the currency of the Card Account or any other currency at such rate(s) of exchange as we may determine; and debit the Card Account with the amount of the Card Transaction. We may charge, credit and debit, as applicable, all sums payable to us under this Agreement to the Card Account and for this purpose convert credits and charges incurred into the currency of the Card Account at such rate(s) of exchange as we may determine.
若任何卡交易的货币与持卡人账户的币种不同，我行有权按照我行自行确定的汇率，将该笔交易兑换成账户币种或任何其他货币，并从账户中扣除相应的交易金额。对于根据本协议应付给我行的所有款项，我行可视情况将其记入卡账户；为此，我行将按照我行自行确定的汇率，将产生的入账金额及费用兑换成卡账户的币种。

15.3 **Instructions from you**
您的指令

(a) We shall be entitled (but not obliged), at our sole discretion, to rely and act on any communication, requests or instructions which we believe in good faith to emanate from you (orally or in writing, in person or over the telephone or by facsimile or other means of telecommunication, genuine or with or without your consent or authority). Any action taken by us pursuant thereto shall bind you and we shall not be liable to you or any loss incurred or damage suffered by you as a result of such action. We shall not be under any duty to verify the identity of any person communicating purportedly as you or on your behalf.
我行有权(但无义务)酌情信赖并执行我行善意认为来自于您的通讯、请求或指令(无论是口头或书面、亲自办理或通过电话、传真及其他电信方式，无论该指令是否真实，也无论是否经您同意或授权)。我行据此采取的任何行动均对您具有约束力，且对于因该行动而导致您产生的任何损失或遭受的任何损害，我行概不对您承担责任。对于任何声称代表您或以您名义进行通讯的人士，我行没有任何义务去核实其身份。

(b) For the avoidance of doubt, where conflicting instructions are received from the Customer and any Cardholder, the Bank may in its absolute discretion terminate, suspend or put a hold on the Card or treat the Customer’s instructions as prevailing over the Cardholder’s instructions.
为免生疑问，若收到客户与任何持卡人的指令发生冲突，我行可酌情终止、暂停或冻结借记卡，或视客户指令优先于持卡人的指令。

15.4 **Activation of Overseas Cash Withdrawal**
开通海外取现功能

The Cardholder may at any time activate the overseas cash withdrawal feature on all or any of the Card(s) issued to him. For the avoidance of doubt, the Bank may activate the Overseas Cash Withdrawal feature on all or any of the Cards(s) pursuant to the instructions of the Customer without the consent of, or the notification to, the Cardholder.
持卡人可随时为向其发放的所有或任何借记卡开通境外取现功能。为免生疑问，我行可根据客户指令，为所有或任何借记卡开通境外取现功能，无需征得持卡人的同意，亦无需通知持卡人。

15.5 **Activation of Overseas Magnetic Stripe Transactions**
开通境外磁条交易功能

The Customer or the Cardholder may at any time activate the overseas magnetic stripe transactions on all or any of the Card(s) issued to him. Where instructions are given by the Customer, the Bank may activate the overseas magnetic stripe transactions on all or any of the Cards(s) without the consent of, or the notification to, the Cardholder.
客户或持卡人可随时为向其发放的所有或任何借记卡开通境外磁条交易功能。若客户发出指令，我行可为所有或任何借记卡开通境外磁条交易功能，无需征得持卡人的同意，亦无需通知持卡人。

15.6 **Provisions of Card Account to prevail/cumulative remedies**
卡账户条款效力优先 / 累积性救济措施

The provisions of this Agreement shall supplement and not replace the provisions of any agreement you may have with us with respect to any Card Account, any other agreement(s) between us and you or any of our rights arising under any such agreement(s). In the event of inconsistency, this Agreement shall prevail with respect to the use of the Card. The remedies under this Agreement are cumulative and are not exclusive of the remedies provided under the law.
本协议的条款是对您与我行就任何卡账户所签署的任何协议、我们双方之间任何其他协议，以及我们根据任何此类协议享有的任何权利之补充，而非替代。如有不一致之处，关于借记卡的使用，以本协议为准。本协议项下救济措施是累积性的，且不排除法律规定的其他救济措施。

15.7 **Additional benefits, services or programmes**
额外优惠、服务或计划

We may provide at our sole discretion, any programme, scheme or plan from time to time with respect to the use or the promotion of the use of Card (the “Programme”). Such additional services where provided, do not form part of our legal relationship with you. Those additional services, benefits or programmes may be subject to their own terms and conditions. If you intend to derive any privilege or benefit conferred or offered under, you shall before ordering or making any purchase from any merchant involved or participating in the Programme, inform that merchant of your intention and present the Card to that merchant. We may at any time and from time to time without prior notice and without assigning any reason:
我行可酌情决定，不时推出任何与使用或推广使用借记卡有关的计划、方案或项目(统称为“计划”)。 此类额外服务(如有提供)并不构成我们之间法律关系的一部分。这些额外服务、优惠或计划可能受其自身条款与条件的约束。若您拟享受依据该计划授予或提供的任何特权或优惠，在向任何参与该计划的商户下单或进行购买之前，您应将您的意向告知该商户，并向其出示借记卡。我行可随时或不定期在无需事先通知且无需说明任何理由的情况下：

(a) amend, modify, vary or withdraw the terms and conditions of any Programme and/or any privilege or benefits offered or conferred under any Programme;
修订、修改、变更或撤销任何计划的条款与条件，以及任何依据该计划提供或授予的特权或优惠；

(b) suspend or terminate any Programme;
暂停或终止任何计划；

(c) restrict or exclude any merchant from participation or continuing to participate in any Programme.
限制或排除任何商户参与或继续参与任何计划。

Any privilege or benefit to be obtained from or conferred by any merchant under any Programme may be unavailable, suspended or withdrawn by that merchant at any time for any reason and whether temporarily or otherwise. We shall not be liable for any refusal of any merchant to extend or confer any privilege or benefit under any Programme for any reason whatsoever.
任何商户依据计划提供或授予的特权或优惠，该商户可随时因任何理由(无论是暂时性的还是其他情况)使其不可用、暂停或撤销。对于任何商户因任何理由拒绝提供或授予任何计划项下特权或优惠，我行概不承担任何责任。

15.8 **Delay or Failure to Exercise Rights**
延迟或未能行使权利

No forbearance or failure or delay by us in exercising any right, power or remedy is to be deemed a waiver or partial waiver thereof on our part; and no waiver by us of any breach of this Agreement on your part is to be considered a waiver of any subsequent breach of the same or any provision of this Agreement. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.
我行暂缓行使、未行使或延迟行使任何权利、权力或补救措施，不得视为我行放弃或部分放弃该等权利；我行放弃追究您违反本协议的任何行为，不得视为我行后续放弃追究该等违约行为或您违反本协议的其他行为。我行弃权以向您发出书面通知为准。

15.9 **Governing Law**
适用法律

This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore. This Agreement shall be governed by the laws of Singapore. Other than the Relevant Third Party, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability or terminate any of the terms of this Agreement.
本协议受新加坡法律约束，您特此服从新加坡法院的非专属管辖权。本协议受新加坡法律管辖。除相关第三方外，任何非本协议当事方的人士，均无权根据2001年《合同(第三方权利)法》强制执行本协议的任何条款。尽管本协议有任何规定，变更、免除或和解任何责任或终止本协议的任何条款，均无需征得任何第三方的同意。

16. Severance
可分割性

If any provision or part of a provision of this Agreement shall be, or be found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability, be severed from this Agreement and deemed to be of no effect, and the remainder of this Agreement shall remain in full force and effect.
如果本协议的任何条款或其中任何部分被任何主管当局或法院认定为非法、无效或不可执行，则该非法、无效或不可执行的部分应从本协议中剥离并视为无效，而本协议的其余部分应继续具有完全效力。