

OCBC DEBIT CARDMEMBERS AGREEMENT

华侨银行借记卡会员协议

This Agreement contains the terms and conditions applicable to your Card(s) (as defined below) and (where you are the Principal Cardmember) your Designated Account (as defined below).
本协议所载条款与条件适用于贵卡(定义见下文)及(若您为主卡会员)您的指定账户(定义见下文)。

Please read them carefully before you sign or use the Card(s). Upon signing or using the Card(s), you will be bound by this Agreement.

在签名或用卡前，请仔细阅读这些条款与条件。一旦签名或用卡，您将受本协议约束。

1. DEFINITIONS

1. 定义

In this Agreement,:-

在本协议中：

<p><i>In this Agreement,:-</i> “Card” 在本协议中： “卡”</p>	<p>means a debit card issued by us to you pursuant to this Agreement and any substitution, replacement or renewal thereof, and shall be deemed to include any Tokenised Card. For the avoidance of doubt, such debit card may be issued under such card scheme as may be determined by us in our sole and absolute discretion, including without limitation Visa, MasterCard and/or China Union Pay card schemes. 系指由华侨银行根据本协议发放给您的借记卡及其任何替换、补发或续展，且应视为包括任何Tokenised卡。为免生疑虑，该等借记卡可按照本行自行确定之卡计划予以发放，包括但不限于Visa、MasterCard和 / 或中国银联卡计划。</p> <p>In addition, where you are the Principal Cardmember, references to “your Card” or “the Card” in this Agreement shall also be deemed to refer to the Principal Card and (all) Supplementary Card(s) unless otherwise specified in this Agreement. 此外，若您为主卡会员，本协议中凡提及“贵卡”或“卡”也应视为系指主卡和(所有)附卡，除非本协议另作说明。</p>
<p><i>“Designated Account”</i> “指定账户”</p>	<p>refers to any such account(s) which you have designated and which we have approved for the purposes of this Agreement, which account may be maintained alone or jointly with any other person(s), and includes without limitation savings account (passbook savings, young savers, seniorate deposit, statement savings, alwadi’ah savings, global savings account, premier global account), current account (interest bearing, non-interest bearing, USD current, al-wadi’ah current), and combined account (Easi-Save, MoneyMax). 系指您在本协议项下指定且本行批准的任何账户，可单独或与任何其他人联合持有，包括但不限于储蓄账户(存折储蓄、儿童储蓄、老年存款、结单储蓄、alwadi’ah储蓄、全球储蓄账户、首要全球账户)、活期账户(计息、无息、美元活期、al-wadi’ah活期)，以及综合账户(Easi-Save、MoneyMax)。</p>
<p><i>“Card Facilities”</i> “卡设施”</p>	<p>refers to such facilities which we may at our absolute sole discretion provide for your Card, including without limitation, PictureCard, Contactless Payment, CashCard, NETS FlashPay and PIN facilities. 系指本行酌情决定为贵卡提供的设施，包括但不限于图像卡、免触支付、现金卡、NETS FlashPay和PIN设施。</p>

“Card Transaction” “卡交易”	means any type of transaction effected by using a Card, including through the use of any Digital Payment Service and/or Enabled Device. 系指用卡进行任何类型的交易，包括通过使用任何数字支付服务和 / 或启用设备。
“Cash Withdrawal” “取现”	means the withdrawal of cash 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 Visa/Mastercard Global ATM Network and other networks accepting the Card in Singapore or elsewhere. 系指在新加坡境内外银行和金融机构的柜台和 / 或自动柜员机处和 / 或在Visa/Mastercard全球ATM网络及新加坡境内外接受贵卡的其他网络提取现金。
“CashCard” “CashCard”	refers to the stored value facility of which the Network for Electronic Transfers (Singapore) Pte. Ltd. (“NETS”) is the holder and operator. 系指星网电子付款私人有限公司(Network for Electronic Transfers (Singapore) Pte. Ltd)(“NETS”)持有并运营的储值设施。
“Digital Payment Service” “数字支付服务”	means any digital or other electronic payment or wallet service made available from time to time for use by any OCBC cardmember in connection with his/her Cards enrolled with such service for effecting payment or other transactions via any Enabled Device. 系指不时提供的任何数字或其他电子支付或钱包服务，以便任何华侨银行卡会员使用其已注册该等服务之卡，通过任何启用设备进行付款或其他交易。
“Enabled Device” “启用设备”	means a compatible mobile communications or other device associated with one or more Cards issued to a cardmember and successfully enrolled by the cardmember for use in connection with payment or other transactions through a Digital Payment Service. 系指与发放给某卡会员的一张或多张卡关联并由该卡会员成功注册用于通过数字支付服务进行付款或其他交易的兼容移动通讯或其他设备。
"Foreign Currency" “外币”	refers to any currency other than Singapore Dollars and any references to "Asian Currency" or "Asian Currency Unit" would mean "Foreign Currency". 系指新加坡元以外的任何货币，凡提及“亚洲货币”或“亚洲货币单位”将指代“外币”。
“NETS FlashPay” “NETS FlashPay”	refers to a CashCard which is issued with the brand name, trademark and/or logo of NETS and “NETS FlashPay”. 系指发放载有NETS和“NETS FlashPay”品牌名称、商标和 / 或标识的现金卡。
“PictureCard” “图像卡”	means the PictureCard feature as governed by the OCBC PictureCard Terms and Conditions (available at www.ocbc.com) as may be amended or supplemented by us from time to time. 系指受“华侨银行图像卡条款与条件”(可访问 www.ocbc.com 获取)规限的图像卡功能，本行可不时对该等条款与条件做出修订或补充。
“PIN” “PIN”	refers to the Personal Identification Number, as may be issued for use with your Card pursuant to the terms of this Agreement.

	系指根据本协议条款发放贵卡使用的个人识别号码。
“Security Procedure” “安全程序”	means any security procedure specified by OCBC from time to time for use by its cardmembers 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 PIN codes or two factor authentication, as applicable to any Card. 系指华侨银行不时规定的任何安全程序，供其卡会员使用，涵盖任何卡之发放、激活或使用，和 / 或用卡进行付款或其他交易，包括但不限于对任何卡使用PIN代码或双因素认证(如适用)。
“OCBC\$ Rewards” “华侨银行奖励”	means the OCBC\$ Rewards Programme governed by the Terms and Conditions of the OCBC\$ Rewards Programme (available at www.ocbc.com) as may be amended or supplemented by us from time to time. 系指受“华侨银行奖励计划之条款与条件”(可访问 www.ocbc.com 获取)规限的华侨银行奖励计划，本行可不时对该等条款与条件做出修订或补充。
“SmartChange” “SmartChange”	refers to the OCBC SmartChange Scheme governed by the Terms and Conditions Governing the OCBC SmartChange Scheme (available at www.ocbc.com) as may be amended or supplemented by us from time to time. 系指受“有关华侨银行SmartChange计划的条款与条件”(可访问 www.ocbc.com 获取)规限的华侨银行SmartChange计划，本行可不时对该等条款与条件做出修订或补充。
“Statement of Account” “对账单”	shall have the meaning as set out in Clause 11.2. 应具有第11.2条中所述涵义。
“Tokenised Card” “Tokenised卡”	means any electronic, digital or other token associated with any VISA or MasterCard card or payment facility made available by or through OCBC for the making of payment or other authorised transactions via any Enabled Device. 系指与任何VISA或MasterCard卡或由华侨银行或通过华侨银行提供之支付设施关联的任何电子、数字或其他口令，用于通过任何启用设备进行付款或其他授权交易。
“Contactless Payment” “免触支付”	refers to the facility that allows you to execute Card Transactions either by tapping or waving your Card against such Contactless Payment Readers (as defined in Clause 3.3 below) without requiring any signature, PIN or other authentication on your part (subject to such activation and authentication procedures referred to in Clause 3.2). 系指支持您通过对该等免触支付阅读器(定义见以下第3.3条)轻敲或挥动贵卡而执行卡交易的设施，无须任何签名、PIN或其他验证(须遵守第3.2条中所述激活和验证程序)。
“Specified Address” “指定地址”	“Specified Address” means any of your contact details (including but not limited to addresses, facsimile numbers, and electronic mail addresses) stated in the application for the Card and any other contact details: “指定地址”系指您在开卡申请中列明的任何联络方式(包括但不限于住址、传真号码和电子邮件地址)，以及下列任何其他联络方式： (a) which you may provide to us from time to time; (a)您不时提供给本行的任何其他联络方式；

	<p>(b) which we may obtain from reliable sources as determined by us (including via third parties and your online user accounts); and/or from which any correspondence from you or purported to be from you was sent or despatched to us.</p> <p>(b)本行从认为可靠之来源获取的任何其他联络方式(包括通过第三方和您的在线用户账户); 和 / 或由您或声称由您向本行发送函件所使用的任何其他联络方式。</p>
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2. CARD AND PIN

2. 卡与PIN

2.1. USE OF CARD

2.1 用卡

Upon receipt of your Card, you should promptly sign on the signature row at the back of the Card with the same signature as set out in your application form for the Card or, if there is no signature set out in your application form, such signature as will be used by you for all Card Transactions and comply with such card activation procedures as may be prescribed by us. By activating, signing or using the 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 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. No other person is allowed to use your Card to effect any transactions.

收到卡后，您应及时在卡背面的签名栏上签名，该等签名须与您在开卡申请表中所示相同，或者，如果您的申请表中未列示签名，则须与您将为全部卡交易所使用的签名相同，并遵守本行规定的卡激活程序。若激活、签名和用卡，和 / 或完成有关Tokenised卡、启用设备或数字支付服务的任何激活程序，即表示您同意受本协议之条款与条件，以及本行就该卡和 / 或数字支付服务(视情况而定)所订明的任何其他条款约束，并对使用或通过该卡进行的所有交易负责。其他人不得使用贵卡执行任何交易。

2.2. CARD FACILITIES

2.2 卡设施

We may determine at our sole discretion the Card Facilities that you may utilise in connection with using your Card. We may add to, remove or modify any such Card Facilities at our absolute sole discretion at any time without notice to you. You acknowledge and agree that in utilising any Card Facilities, you shall be bound by such terms and conditions governing the use of such Card Facilities as may be relevant. 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. If you are a Supplementary Cardmember, you may be subject to further activation, security and other procedures in relation to any Digital Payment Service as may be prescribed by us from time to time.

本行可自行确定您的用卡设施，亦可随时添加、移除或更改任何该等设施，无须向您发送通知。您认可与同意，您在使用任何卡设施时，受有关使用该等卡设施的条款与条件约束。若您想要将贵卡用于任何数字支付服务，则必须遵守本行不时规定的任何卡激活、安全及其他程序。您应独自负责任何必要的启用设备、软件和 / 或电信或其他服务，以便使用任何数字支付服务。如果您是附卡会员，可能还需要遵守本行不时就任何数字支付服务所规定的任何额外激活、安全及其他程序。

2.3. CARD REMAINS OUR PROPERTY

2.3 卡属本行财产

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.

卡始终属本行财产。本行可随时酌情要求还卡，在这种情况下，您应立即将卡剪碎后归还本行，并停止通过任何启用设备用卡。在不影响前述规定之一般性的情况下，华侨银行可随时和不时酌情取消任何Tokenised卡或终止该卡参与任何数字支付服务。

2.4. PIN TERMS OF USE

2.4 PIN使用条款

This Clause 2.4 shall apply if a PIN is issued to you for use with your Card. You shall not disclose the PIN to any other person and should change the PIN from time to time for security reasons. Where you use 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 Visa/Mastercard Global ATM Network or other networks accepting the Card in Singapore or elsewhere, you shall be bound by our Terms and Conditions governing Electronics Services as amended from time to time. You shall be deemed to have made and shall be fully liable for any Card Transaction effected with the PIN. We may at any time change, deactivate, revoke any PIN or its use in our absolute sole discretion.

若您发放PIN用于贵卡，则第2.4条之规定将适用。您不得将PIN披露给任何其他人，且出于安全考虑，应不时更改PIN。您在本行或任何其他银行和金融机构或卡机构或是

Visa/Mastercard全球ATM网络或新加坡境内外接受贵卡之其他网络的自动柜员机处用卡时，受本行“有关电子服务的条款与条件”(不时修订)约束。您应被视为已使用PIN执行任何卡交易，并对该等交易负全部责任。本行可随时酌情更改、取消激活或撤回任何PIN或其使用。

2.5. LAWFUL USE OF THE CARD AND SECURITY PROCEDURES

2.5 合法使用卡及安全程序

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 the law of your country of residence. You must safeguard your Enabled Device and maintain the integrity and security of any Security Procedures associated with any Card.

您不得将任何卡或安全程序(无论是进行交易或其他)用于属下列情形的任何交易或活动，即根据您的居住国法律或是该等交易或活动所在国法律属非法或遭到禁止。您必须妥善保管您的启用设备，并维护与任何卡关联的安全程序之完整性和安全性。

2.6. CARD AND SECURITY PROCEDURE TERMS OF USE

2.6 卡与安全程序使用条款

The use of any Card or Security Procedure shall be subject to these terms and conditions and to your compliance with such requirements, limitations and procedures as may be imposed by Visa and/or 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 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.

使用任何卡或安全程序应遵守这些条款与条件；Visa和 / 或MasterCard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、限制和程序；以及本行不时就电子服务(包括Tokenised卡和 / 或启用设备)、设施及交易所施加的条款与条件。从在本行所持任何账户取现时，应遵守本行不时就此施加的条款与条件。数字支付服务不一定在所有商户或网点或新加坡境外均可使用。通过数字支付服务进行交易的用卡收费、优惠和利益可能会与非通过数字支付

服务进行交易的用卡收费、优惠和利益有所不同。

3. CONTACTLESS PAYMENT

3. 免触支付

3.1. USE OF CONTACTLESS PAYMENT FACILITY

3.1 使用免触支付设施

This Clause 3 shall apply if the Contactless Payment facility is provided for your Card.
若为贵卡提供免触设施，则适用第3条之规定。

3.2. ACTIVATION AND AUTHENTICATION

3.2 激活与验证

The first Card Transaction on your Card using the Contactless Payment facility shall be subject to such activation and authentication procedures as we may in our sole and absolute discretion prescribe from time to time.

贵卡使用免触支付设施进行的首笔交易须遵守本行不时酌情规定的激活与验证程序。

3.3. USE AT POINT-OF-SALE TERMINALS

3.3 使用销售点终端

The Contactless Payment facility of your Card may be used to carry out Card Transactions at all Contactless Payment point-of-sale terminals and at such other readers or systems as we may from time to time approved at our sole and absolute discretion (the “Contactless Payment Readers”).

贵卡的免触支付设施可用于在所有免触支付销售点终端以及本行不时酌情批准的其他阅读器或系统(“免触支付阅读器”)进行卡交易。

You may use your Card to effect any number of Card Transactions on Contactless Payment Readers (the “Contactless Payment Transactions”) provided that the value of each Contactless Payment Transaction does not exceed S\$100 or such other amount as may be determined by us from time to time at our sole and absolute discretion without notice to you.

您可使用贵卡在免触支付阅读器上执行任意笔数的卡交易，惟每笔免触支付交易的价值不得超过100新加坡元或是本行不时酌情确定的其他金额，无须向您发送通知。

3.4. OTHER TERMS AND CONDITIONS

3.4 其他条款与条件

The use of the Contactless Payment facility shall be subject to such terms and conditions as we may prescribe from time to time.

使用免触支付设施应遵守本行不时规定的条款与条件。

4. DESIGNATED ACCOUNT AND CARD LIMIT

4. 指定账户与卡限额

4.1. CARD LIMIT

4.1 卡限额

We may set a Card spending limit in relation to each Card and/or an aggregate Card spending limit in relation to your Cards (where relevant). Where we have set an aggregate Card spending limit to your Cards, the total charges incurred under each Card by the Principal Cardmember and the Supplementary Cardmember(s) when added together at any time, must not exceed such aggregate Card spending limit. We may, at our sole and absolute discretion, review and revise any of your Card spending limits (including the aggregate Card spending limit) without notice. The Card spending limit set will apply to both your spending in Singapore Dollar and Foreign Currency if your Card tagged to a Designated Account for use in any and/or all Foreign Currency funds in the Designated Account.

本行可对每张卡设定卡消费限额和 / 或对您所持全部卡设定卡消费总限额(如相关)。本行对您所持全部卡设定卡消费总限额的，主卡会员和附卡会员在每张卡项下产生的总费用在任何时间不得超过该等卡消费总限额。本行可酌情审核并更改您的任何卡消费限额(包括卡消费总限额)，无须发送通知。设定的卡消费限额将适用于您以新加坡元所作消费，亦适用于您以外币所作

消费(如果贵卡关联指定账户并可使用指定账户内任何和 / 或所有外币资金)。

Where the Card spending limit is to apply to transaction made in both Singapore Dollar and Foreign Currency, the available Card spending limit shall be at the Singapore Dollar equivalent to that Singapore Dollar and Foreign Currency at the prevailing exchange rate on the day the spending in Foreign Currency is made. References to “Card spending limit” in this Clause 4 shall include, where relevant, the various Card spending limits in respect of various modes of usage of each Card (such modes including use of Digital Payment Service(s)) and usage of each of the Card Facilities as well as the aggregate Card spending limit in relation to your Cards.

卡消费限额适用于以新加坡元和外币所作交易的, 可用卡消费限额应以新加坡元计, 外币按消费当日汇率换算成新加坡元。在第4条中, 凡提及“卡消费限额”应包括(如相关)每张卡的不同使用方式(包括使用数字支付服务)及每项卡设施的不同使用方式对应的不同卡消费限额, 以及您所持全部卡对应的卡消费总限额。

4.2. LIABILITY FOR TRANSACTIONS

4.2 交易责任

Save only to the extent that your liability has been expressly excluded in accordance with Clause 7.3(a) and (b) below, you shall be liable for all Card Transactions whether or not executed with your knowledge or authority or that of the Principal Cardmember, Supplementary Cardmember(s) or any other account holder, regardless of how such transactions were effected and notwithstanding that the available Designated Account balance or Card spending limit (as the case may be) applicable to the Card shall have been exceeded, including without limitation:

除以下第7.3(a)和(b)条明确排除您的责任外, 您须对所有卡交易负责, 不论您、主卡会员、附卡会员或任何其他持卡人是否知晓或给予授权, 亦不论如何执行该等交易, 即便已超过指定账户可用余额或卡消费限额(视情况而定), 包括但不限于:

(a) where effected via any Digital Payment Service, Enabled Device(s) and/or where any Card has been enrolled on multiple Enabled Device(s); and/or

(a)通过任何数字支付服务或启用设备执行和 / 或任何卡已在多项启用设备上注册; 和 / 或

(b) where arising in connection with any negligence on your part (which shall be deemed to include without limitation where you fail to adopt the security measures referenced in Clause 19.2) or any security risks, including as referenced in Clause 19.1.

(b)因您的任何过失(这应视为包括但不限于您未采取第19.2条中所述安全措施)或任何安全风险(包括第19.1条中所述安全风险)所致。

For the avoidance of doubt, we shall be entitled, at our sole and absolute discretion, to allow Card Transactions by the Principal Card and/or Supplementary Card to be effected notwithstanding that the available Designated Account balance or Card spending limit has been overdrawn or exceeded, and shall not be liable to you for any loss, charges or damages resulting therefrom. 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 Designated 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.

为免生疑虑, 本行有权酌情允许主卡和 / 或附卡执行任何交易, 即便指定账户可用余额或卡消费限额已透支或超过, 且无须就由此产生的任何损失、费用或损害而对您承担责任。您保证与确认, 您已获取为使用任何启用设备而需要的一切同意。除非华侨银行另行书面通知, 通过Tokenised卡执行的卡交易将记入与卡关联的指定账户, 在通过启用设备注册相关数字支付服务后, 发放该等Tokenised卡。

4.3. HOLD ON DESIGNATED ACCOUNT

4.3 指定账户保留款项

We may set aside or place a hold on your Designated Account in respect of any Card Transaction on the day such Card Transaction is presented to us for payment or on the day we receive notice of such Card Transaction. Such an amount set aside or held is only an estimated sum of the actual Card

Transaction and may not be identical to the actual Card Transaction. Should we set aside or hold any amount, the balance in your Designated Account shall be notionally reduced by such amount that we set aside. You may not stop payment on such Card Transaction nor use any sum set aside or held by us from your Designated Account. Where applicable, we may set aside or hold such sums from your Designated Account for such period(s) as we deem fit after which we shall debit your Designated Account for the full amount of the actual Card Transaction. Where your Card is tagged to a Designated Account for use in any and/or all Foreign Currency funds in the Designated Account, the amount held for a Card Transaction made in Foreign Currency will be held in Foreign Currency. 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.

对于任何卡交易，本行可在该等卡交易提示本行付款当日或在本行收到该等卡交易相关通知当日，从您的指定账户拨备或保留一定金额的款项。该等款项仅为实际卡交易的估计额，不一定与实际卡交易完全相同。如果本行拨备或保留任何金额的款项，您的指定账户中余额应在名义上按该等金额减少。您不得停止该等卡交易的付款，亦不得使用本行从您的指定账户拨备或保留的任何款项。在适用情况下，本行可在认为合适的期限内，从您的指定账户拨备或保留该等款项，期满后，本行应从您的指定账户扣除实际卡交易的全部金额。贵卡关联指定账户并可使用指定账户内任何和 / 或所有外币资金的，对于以外币进行的卡交易，将以外币保留款项。在任何卡交易以新加坡元以外货币计价的情况下，如果本行认为初始保留的款项在换算成外币后不足以支付该笔卡交易的全部金额，则本行有权随时增加保留的款项。

4.4. CHARGES NOT TO EXCEED CARD LIMIT

4.4 费用不得超过卡限额

You shall not at any time carry out or attempt to carry out such Card Transactions by the use of the Card, the aggregate value of which will cause the Card spending limit as applicable to the Card to be exceeded 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 you wish to effect even if such transaction would not cause your Card spending limit to be exceeded. For Card tagged to a Designated Account permitted for use in any and/or all Foreign Currency funds in the Designated Account, you may effect a Card Transaction in a particular Foreign Currency only if there are sufficient funds in that particular Foreign Currency in your Designated Account. If there are insufficient funds in such particular Foreign Currency in your Designated Account, we shall be entitled to convert such transaction into Singapore Dollars at such rates of exchange as we may determine; and debit your Singapore Dollar deposits within the Designated Account tagged to the Card. If there are insufficient funds in your Singapore Dollar deposits within the Designated Account, the Card Transaction will be rejected.

未经本行事先书面批准，您用卡进行或试图进行的任何卡交易之总额不得超过相关卡消费限额。超过任何该等限额的，本行可酌情决定立即终止本协议，无须提前通知您。本行亦可拒绝授权您想要执行的任何交易，即便该等交易不会导致超过您的卡消费限额。贵卡关联指定账户并可使用指定账户内任何和 / 或所有外币资金的，您只能以特定外币执行卡交易，前提是您的指定账户内该等特定外币的资金充足；如果资金不足，本行有权按自行确定之汇率将该笔交易换算成新加坡元，并从贵卡关联指定账户内新加坡元存款扣除相应金额。指定账户内新加坡元存款资金不足的，本行将拒绝处理该笔卡交易。

4.5. CARD LIMIT EXCEEDED

4.5 超过卡限额

In calculating whether the Card spending limit has been exceeded, we may take into account the amount of any Card Transaction not yet debited from the Designated Account and of any authorisation given by us to a third party in respect of a prospective Card Transaction.

在计算是否超过卡消费限额时，本行可能会考虑尚未从指定账户扣款的任何卡交易金额，以及本行就潜在卡交易向第三方所作任何授权。

5. OPERATING YOUR DESIGNATED ACCOUNT

5. 操作您的指定账户

5.1. DEBITING OF DESIGNATED ACCOUNT

5.1 指定账户借记

We may debit your Designated Account with the amount of all Card Transactions. In addition, we may debit your Designated Account for unauthorised transactions referred to in Clause 7.3 below. We shall re-credit your Designated Account with a corresponding amount where we had previously debited your Designated Account for any Card Transaction for which you are not liable pursuant to Clause 7.3(a) and (b) below.

本行可将所有卡交易金额借记入您的指定账户。此外，本行亦可将以下第7.3条中所述未经授权之交易借记入您的指定账户。若本行先前将任何卡交易借记入您的指定账户，而根据以下第7.3(a)和(b)条您无须对该等卡交易负责的，本行应将相应金额重新贷记入您的指定账户。

5.2. OVERDRAWN DESIGNATED ACCOUNT

5.2 指定账户透支

We may at our discretion allow your Designated Account to be overdrawn. We may charge an overdraft charge based on the amount of the overdrawn balance existing at any time on your Designated Account. We may debit the overdraft charge from your Designated 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 you.

本行可酌情允许您的指定账户透支，并可根据您的指定账户内现有透支余额，收取透支费用。本行可每月或按本行确定的其他时间间隔，从您的指定账户借记透支费用。您应按要求支付透支金额，以及本行不时规定的费用。这在任何情况下均不得理解为向您授予任何信贷。

5.3. CHANGE OF DESIGNATED ACCOUNT

5.3 指定账户变更

Should we approve any request by you to designate another account you have with us (including without limitation any of the types of accounts listed in the definition of “Designated Account” in Clause 1 above) in place of your existing Designated Account for the purposes of this Agreement, the account nominated by you shall become your new Designated Account. The change shall take effect from any date that we may determine. Until and unless we have approved the change of your Designated Account, this Agreement shall continue to apply to any Card Transactions for which amounts have been set aside from the previous Designated Account. For Card Transactions which are not debited from the previous Designated Account prior to the change, we shall be entitled to debit such amounts from your newly Designated Account.

若您申请以您在本行所持另一账户(包括但不限于以上第1条“指定账户”定义中所列任何类型的账户)替代您在本协议项下现有指定账户，而本行批准该项申请的，该等另一账户将成为您的新指定账户。此项变更自本行确定的任何日期起生效。在本行批准您的指定账户变更之前，本协议应持续适用于从先前指定账户拨备款项的任何卡交易。对于在变更之前未从先前指定账户借记的卡交易，本行有权从您的新指定账户借记该等款项。

5.4. RETENTION OF DESIGNATED ACCOUNT BALANCES

5.4 指定账户余额保留

Even if we have agreed otherwise in any other agreement relating to the Designated Account either with you alone and/or any other person(s); we shall be entitled to retain the balance on your Designated Account for up to ninety (90) days after the date your Designated Account is closed or terminated (whether by you or by us). Our rights under this Agreement shall not cease after the termination of the Designated Account; and we have the right to continue debiting your Designated Account with overdraft charges (if any) and/or Card Transactions effected before or after the closure or termination of the Designated Account. Your liability (and the liability of all other persons, if any, in whose name the Designated Account is maintained) to us under this Agreement for any balance due

to us shall survive the closing or termination of the Designated Account.

即便本行在与您和 / 或任何其他人士之间有关指定账户的任何其他协议中另作约定, 本行有权在您的指定账户关闭或终止(无论是由您或本行终止)后九十(90)天内, 保留您的指定账户余额。本行在本协议项下权利在指定账户终止后不会结束; 且本行有权继续将透支费用(如有)和 / 或在指定账户结清或终止之前或之后执行的卡交易借记入您的指定账户。您在本协议项下就到期应付给本行之款项而须对本行承担的责任(以及任何其他人士(如有, 指定账户以其名义持有)的责任), 在指定账户关闭或终止后持续有效。

6. CHARGES AND FEES

6. 费用

6.1. CASH WITHDRAWAL FEE

6.1 取现费用

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 your Designated Account with a fee stated in our pricing guide for each Cash Withdrawal. We may choose to waive such fee for any particular Cash Withdrawal as we may in our sole and absolute discretion determine without giving notice.

您可在新加坡境内外接受贵卡的银行和金融机构柜台或自动柜员机处提取现金, 但不得超过该等银行或金融机构不时确定之限额。本行可就每次取现按本行定价指南中所述费用借记入您的指定账户。对于任何特定取现, 本行可酌情选择免除该等费用, 无须发送通知。

6.2. OTHER CHARGES

6.2 其他费用

In addition to the above, we may also debit your Designated Account where applicable for the following charges (unless specifically waived by us) stated in our pricing guide including but not limited to:

除上述费用外, 本行亦可将本行定价指南中所述下列费用(除非本行明确免除)借记入您的指定账户, 包括但不限于:

- a. an annual fee or a non-refundable service fee for the maintenance of each Principal Card, Supplementary Card(s) and/or Designated Account;
a. 维护每张主卡、附卡和 / 或指定账户的年费或不可退还之服务费。
- b. an administrative fee for production of documents and an administrative fee for any replacement card or documents relating to your Card;
b. 与贵卡有关的文件制作工本费, 以及补换卡相关工本费;
- c. service charges or fees payable in connection with enrolment with or the use of any Digital Payment Systems or transactions made thereunder or your Enabled Device, including such charges or fees imposed by equipment vendors, software companies, internet or communication services providers or other third parties;
c. 就注册或使用任何数字支付服务或以此或您的任何启用设备所作交易而应付的服务费, 包括由设备供应商、软件公司、互联网或通讯服务提供商或其他第三方收取的费用。
- d. a cancellation fee for “no show reservations” and a charge for cancelling or failing to fulfil any preorder or reservation for goods and/or services, including without limitation reservation for an airline ticket or accommodation secured through your Card;
d. “预订未到”取消费及就取消或未履行任何商品和 / 或服务预订而收取的费用, 包括但不限于通过贵卡预订机票或住宿;
- e. transaction fees for Foreign Currency Card Transactions and Foreign Currency Cash Withdrawal made from the Designated Account with your Card; and
e. 就使用贵卡进行外币卡交易及从指定账户提取外币现金而应付的手续费; 及
- f. a service charge/administration fee for any action taken by us in carrying out any of your instructions and/or requests relating to your Card and/or Designated Account, whether such service or action is referred to or contemplated in this Agreement or otherwise.

f. 本行在执行您有关贵卡和 / 或指定账户的任何指令和 / 或请求过程中采取任何行动而产生的服务费 / 管理费, 无论该等服务或行动是否在本协议中有所提及。

6.3. GOODS AND SERVICES TAX

6.3 消费税

You 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 from your Designated Account.

您负责缴纳所有消费税, 以及就本协议项下需要支付的任何款项而征收或应付的所有税款。本行可从您的指定账户借记该等税款金额。

6.4. CHARGES RESULTING IN OVERDRAWN ACCOUNT

6.4 费用导致账户透支

We shall be entitled to debit your Designated Account in respect of any sum owed by you to us (whether incurred as Card Transactions, fees, charges or otherwise) even if your Designated Account would be overdrawn as a consequence. Where your Designated Account is overdrawn as a consequence to the foregoing, interest, fees and/or other costs will be incurred on the overdrawn amount in accordance with the terms and conditions governing the Designated Account.

本行有权将您欠本行的任何款项(无论是作为卡交易产生、费用、手续费或其他)借记入您的指定账户, 即便这样可能会导致您的指定账户透支。您的指定账户因此而透支的, 对于透支金额, 将根据有关指定账户的条款与条件, 产生利息、费用和 / 或其他成本。

7. LOSS/THEFT/MISUSE OF CARD; UNAUTHORISED ACCESS/USE; DISCLOSURE OF SECURITY PROCEDURE

7. 卡遗失 / 被盗 / 滥用; 未经授权之访问 / 使用; 披露安全程序

7.1. DUTY TO PREVENT LOSS/THEFT/FRAUD AND UNAUTHORISED ACCESS/USE

7.1 有关防止遗失 / 被盗 / 欺诈和未经授权之访问 / 使用的责任

You must keep your Card and the use of your Card and any Enabled Device(s) secure (in respect of both physical and electronic environments) and ensure that:

您必须妥善保管贵卡及贵卡与任何启用设备之使用(无论是在物理或电子环境中), 确保:

(a) your Card number (and any associated PIN) are not disclosed to any other person and that you do not compromise any Security Procedure; and

(a) 贵卡号码(及任何关联PIN)不得披露给任何其他人, 且您不得破坏任何安全程序; 及

(b) any Enabled Device is only used by you to effect transactions on any Digital Payment Service.

(b) 您只可将启用设备用于通过任何数字支付服务执行交易。

7.2. DUTY TO NOTIFY US

7.2 有关通知本行的职责

Should you discover that your Card or Enabled Device is lost or stolen or has been accessed or used in an unauthorised way, you shall notify us of the loss/theft or unauthorised access/use by calling our Customer Service Hotline or by notifying us in writing. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/misuse/disclosure and any other information that we may require.

如果您发现贵卡或启用设备遗失、被盗或遭到擅自访问或使用, 应拨打本行客户服务热线说明该等情况或书面通知本行。在某些情况下, 本行可能会要求您提交一份报警记录, 随附有关遗失 / 被盗 / 滥用 / 泄露的确认函, 以及本行要求的任何其他信息。

7.3. LIABILITY FOR LOST/STOLEN CARDS

7.3 对卡遗失 / 被盗的责任

a. You shall not be liable for any unauthorised Card Transactions carried out after we have been notified of any loss/theft of the Card or disclosure of the PIN. However, we shall debit the relevant Designated Account for all Card Transactions (including Cash withdrawals) carried out before we are

notified of such loss/ theft/ disclosure, even if such transactions were carried out without your authorisation.

a. 如果您已将卡遗失 / 被盗或PIN泄露情况告知本行, 则对于未经授权而进行的卡交易, 您无须承担责任, 而对于在您将该等遗失 / 被盗 / 泄露情况告知本行之前的所有卡交易(包括取现), 本行将借记入相关指定账户, 即便该等交易并未经您授权。

b. If the Card is lost or stolen or if the PIN is disclosed, your liability for unauthorised transactions thereafter shall be limited to S\$100 in respect of charges made to your Card provided:-

b. 如果贵卡遗失或被盗, 或是PIN泄露, 则对于之后未经授权而进行的交易, 就记入贵卡的费用而言, 您的责任以100新加坡元为限, 但前提是:

(i) you immediately notify us;

(i)您立即通知本行;

(ii) you assist in the recovery of unauthorised charges;

(ii)您协助收回未经授权之费用;

(iii) you furnish to us a statutory declaration in such form as we will specify or a police report and any other information we may require; and

(iii)您按本行规定之形式提交一份法定声明或报警记录, 以及本行要求的任何其他信息; 及

(iv) we are satisfied that such loss, theft, misuse or disclosure is not due to your negligence (which shall be deemed to include without limitation where you fail to adopt the security measures referenced in Clause 19.2) or default or your having acted fraudulently.

(iv)本行确信该等遗失、被盗、滥用或泄露非因您的过失(这应视为包括但不限于您未采取第19.2条中所述安全措施)或违约或您的欺诈行为所致。

For the avoidance of doubt, the limitation of your liability under this Clause 7.3(b) shall not apply in respect of any transactions made via a Tokenised Card, Enabled Device or Digital Payment System. 为免生疑虑, 您在第7.3(b)条款下责任限制并不适用于通过Tokenised卡、启用设备或数字支付系统进行的任何交易。

7.4. CARD RETRIEVED

7.4 卡找回

Once a Card has been reported as lost or stolen, it must not be used if subsequently retrieved. You 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.

某张卡一旦报告遗失或被盗, 即便后期找回, 亦不得再使用。您应将找回的原卡剪碎后归还给本行。任何被丢弃或交回或归还给本行的卡均须剪碎。若未这样做, 您将须对由此产生的任何损失或损害负责。

7.5. REPLACEMENT CARD

7.5 补卡

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 from the Designated 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.

在卡遗失或被盗情况下, 本行可酌情根据本行认为合适之条款与条件给予补卡, 并按本行定价指南中所述标准收取补卡费。该等补卡费将从指定账户扣除, 且不予退还。在将补卡重新注册使用任何数字支付服务时, 您可能需要遵守本行不时规定的卡激活、安全及其他程序。

7.6. LOST/STOLEN ENABLED DEVICES

7.6 启用设备遗失 / 被盗

In respect of 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 Payment 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.

若有任何启用设备报告遗失或被盗，则就在该等设备上注册使用任何数字支付服务的每张Tokenised卡而言，如果启用设备后期找回，您必须从该等数字支付服务移除所有Tokenised卡，并在将Tokenised卡重新注册该等数字支付服务时，遵守本行不时规定的卡激活、安全及其他程序。

8. TERMINATION OF USE OF CARD AND DESIGNATED ACCOUNT

8. 终止用卡及指定账户

8.1. OUR RIGHT TO TERMINATE

8.1 本行提出终止的权利

We may suspend or terminate your Card, use of your Card on any Enabled Device, your access to or use of any Digital Payment Systems and/or your Designated Account at any time. Without prejudice to the generality of the foregoing, we may terminate your Card, use of your Card on any Enabled Device, your access to or use of any Digital Payment Systems and/or your Designated Account(s) in the event of any change of your account status, credit history or rating, or to any mandate or instructions relating to the operation of any Designated Account.

本行可随时暂停或终止贵卡、在任何启用设备上使用贵卡，或是您访问或使用任何数字支付系统和 / 或您的指定账户。在不影响前述规定之一般性的情况下，如果您的账户状态、信用记录或评级或是有关操作任何指定账户的委托或指令发生变化，本行可终止贵卡、在任何启用设备上使用贵卡，或是您访问或使用任何数字支付系统和 / 或您的指定账户。

8.2. YOUR RIGHT TO TERMINATE

8.2 您提出终止的权利

The use of any or all Cards, or any Enabled Device, or access to or use of any Digital Payment Systems may be terminated by the Principal Cardmember and the use of any Card issued to any Supplementary Cardmember may be terminated by that Supplementary Cardmember in each case by giving written notice thereof to us.

主卡会员可终止使用任何或所有卡、任何启用设备，或是访问或使用任何数字支付系统，附卡会员可终止使用发放给该会员的任何卡，但在每种情况下，均须书面通知本行。

8.3. OBLIGATIONS UPON TERMINATION

8.3 终止后的义务

Upon the termination of your Card for whatever reason, you shall not continue to use your Card and you shall return your Card to us cut in pieces, or in the case of a Tokenised Card, delete such Card from all Enabled Device(s). Notwithstanding such termination, any use of the Card or the Security Procedure of a Card (whether or not by you) before it is returned to us or deleted (as the case may be) shall be deemed to be use of the Card or the Security Procedure by you. Your obligations under this Agreement will continue and we shall remain to be entitled to debit your Designated Account for overdraft charges as well as any amount incurred in or related to Card Transactions that are carried out before or after the termination of your Card. Until such amounts and any overdraft charges that may be imposed in the manner stipulated in Clause 5.2 above are paid in full, you (and any other person, if any, in whose name the Designated Account is maintained) shall remain liable to us for such amounts and overdraft charges.

贵卡因故终止后，您不得继续使用贵卡，且应将贵卡剪碎后归还给本行，或者若为Tokenised卡，则从所有启用设备删除该卡。尽管存在该等终止情况，在还卡或删卡(视情况而定)之前使用贵卡或安全程序的行为(无论是否由您做出)，应视为您使用贵卡或安全程序的行为。您在本协议项下义务将持续有效，且本行仍有权从您的指定账户借记透支费用，以及与在贵卡终止之前或之后所作卡交易相关的任何款项。在按以上第5.2条中规定之方式收取的款项及任何透支费用付清之前，您(以及任何其他人，如有，指定账户以其名义持有)仍须就该等款项及透支费

用而对本行承担责任。

9. YOUR LIABILITY

9. 您的责任

9.1. LIABILITY OF PRINCIPAL CARDMEMBER

9.1 主卡会员的责任

If you are the Principal Cardmember, you are liable for and must pay us on demand the outstanding balances (whether incurred by you or the Supplementary Cardmembers) on your Card and/or Designated Account, including all sums and charges effected or debited from your Card and/or Designated Account in accordance with this Agreement (whether before or after the termination of the use of any Card or Cards). The Principal Cardmember is also jointly and severally liable with each Supplementary Cardmember for such part of the outstanding balance in connection with each Supplementary Card.

如果您是主卡会员，您须对贵卡和 / 或指定账户的未清余额(无论是由您或附卡会员产生)负责，并按要求支付给本行，包括根据本协议从贵卡和 / 或指定账户借记的所有款项和费用(无论是在终止使用任何一张或多张卡之前或之后)。对于每张附卡的未清余额，主卡会员应与每个附卡会员负连带责任。

9.2. LIABILITY OF SUPPLEMENTARY CARDMEMBERS

9.2 附卡会员的责任

The Supplementary Cardmember is liable for and must pay us on demand for such part of the outstanding balance in connection with his/her Supplementary Card, including all sums and charges debited by us from any Designated Account in accordance with this Agreement in respect of Card Transactions effected by the use of the Card issued to that Supplementary Cardmember and/or the Security Procedure applicable to such Card, or any PIN issued or Security Procedure applicable to that Supplementary Cardmember. For the avoidance of doubt, each Supplementary Cardmember is not liable for such part of the outstanding balance incurred by the Principal Cardmember or other Supplementary Cardmembers.

附卡会员须对其附卡的未清余额负责，并按要求支付给本行，包括本行根据本协议从任何指定账户借记的所有款项和费用，涵盖通过使用发放给该附卡会员的卡和 / 或该卡适用的安全程序、发放的任何PIN或该附卡会员适用的安全程序而进行的卡交易。为免生疑虑，每个附卡会员无须对由主卡会员或其他附卡会员产生的未清余额负责。

9.3. LIABILITY OF EACH CARDMEMBER

9.3 每个卡会员的责任

Except as expressly provided otherwise herein, the liability of the Principal Cardmember and a Supplementary Cardmember in respect of any Card or Designated Account under any of the provisions of this Agreement shall be joint and several. Any invalidity, unenforceability, release or discharge of the liability of the Principal Cardmember or any Supplementary Cardmember to us shall not affect or discharge the liability of the other cardmembers to us. All your liabilities and obligations shall not be affected in any way by any dispute or counterclaim or right of set-off which the Principal Cardmember and any Supplementary Cardmember(s) may have against one another.

除另作规定外，本协议项下主卡会员和附卡会员对任何卡或指定账户负连带责任。若主卡会员或任何附卡会员对本行的责任无效、不可执行或解除，这并不影响或解除其他卡会员对本行的责任。主卡会员与任何附卡会员之间发生任何争议或反索赔，或是对彼此拥有抵销权的，您的所有责任与义务均不受任何影响。

9.4. LIABILITY OF JOINT ACCOUNT HOLDERS

9.4 联名账户持有人的责任

A joint account shall not be approved as a Designated Account unless such joint account may be operated by any account holder singly. Where any joint account is converted to a joint account which may be operated by both account holders jointly, we may at our absolute sole discretion, terminate

any Card and any Tokenised Card associated with such joint account, and terminate such cards' participation in any Digital Payment Service, and such joint account shall cease to be a Designated Account. Where the Designated Account is in joint names and may be operated by any account holder singly, we may at our absolute sole discretion, at the request of any holder of the Designated Account, issue the Card(s) to such holder, and/or allow such holder to enrol such Card(s) on his/her own Enabled Device through any Digital Payment Service. All the account holders of the joint Designated Account are jointly and severally liable for, and must pay us on demand, any and all amounts due and owing on the Card and/or Designated Account and/or under this Agreement (including where such amounts arise from Card Transactions made via any Enabled Device(s)), as if each account holder of the joint Designated Account is the Principal Cardmember.

联名账户只有在可由任何账户持有人单独操作的情况下，方可获批成为指定账户。任何联名账户转换成可由两名账户持有人共同操作时，本行可酌情决定终止与该等联名账户关联的任何卡及任何Tokenised卡，并终止该卡参与任何数字支付服务，且该等联名账户将不再是指定账户。指定账户以联合名义持有并可由任何账户持有人单独操作时，本行可根据指定账户任何持有人的要求，酌情决定向该持有人发卡，和 / 或允许该持有人在其自有启用设备上注册使用任何数字支付服务。联名指定账户的全体持有人须对该卡和 / 或指定账户中和 / 或本协议项下任何及所有欠款(包括通过任何启用设备进行卡交易而产生的款项)负连带责任，并按要求支付给本行，如同联名指定账户的每个持有人都是主卡会员一样。

10. EXCLUSIONS AND EXCEPTIONS

10. 排除与例外

10.1. CARD, SECURITY PROCEDURES AND CARD FACILITIES

10.1 卡、安全程序与卡设施

We are not liable in any way:

如属下列情况，本行无须承担任何责任：

a) should use of your Card or any Enabled Device(s) or any Security Procedure or use of Card Facilities be rejected by a merchant or any terminal used to process Card Transactions or in connection with the Card Facilities or if we refuse for any reason to authorise any Card Transaction;

a)某商户或是用于处理卡交易或与卡设施相关的任何终端拒绝您使用贵卡、任何启用设备、任何安全程序或卡设施，或是本行因故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 to facilitate the usage of Card Facilities, or of other machines or systems of authorisation whether belonging to or operated by us or other persons or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;

b)用于处理卡交易或方便使用卡设施的任何终端或是其他授权机器或系统(无论是属于本行或其他人，或是由本行或其他人运营)出现任何故障、缺陷或错误，或是任何终端、机器或系统无法准确、适当或及时传送、处理或保存任何数据；

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, terrorism, civil disturbance or any event outside our reasonable control or the reasonable control of any of our servants, agents or contractors;

c)因任何电子、机械系统、数据处理或电信缺陷或故障、天灾、恐怖主义、内乱或是本行无法合理控制或本行任何服务提供商、代理人或承包商无法合理控制的任何事件而导致本行延迟或未能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 your Card or any microchip or circuit or device in your Card or the corruption of any such data or information, howsoever caused;

d)无法检索贵卡或卡内任何微芯片、电路或装置中保存的任何数据或信息，或是任何该等数据或信息丢失或受损，不论因何导致；

e) 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

e)就任何Tokenised卡、启用设备或数字支付服务而使用或提供的任何硬件、软件或服务发生任何索赔、损失、损害、延误、无法使用，或是任何错误或失误，或是无法使用该等Tokenised卡、启用设备或数字支付服务。您同意与认可，该等Tokenised卡、启用设备或数字支付服务在“可用”基础上“按原样”提供，不能保证没有错误，且与其使用相关的所有风险均由您承担；和 / 或

f) 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; and

f)与任何Tokenised卡、启用设备或数字支付服务相关之任何服务或设施的第三方提供商违反保密义务。您认可与理解，使用该等Tokenised卡、启用设备或数字支付服务涉及通过第三方传送您的个人资料和交易详情，这是本行无法控制的，且不论他们是否履行对您的义务，本行无须就此对您负责。

g) (i) for any loss, theft, use or misuse of any Card or Enabled Device, or disclosure of the PIN and/ or compromise of any Security Procedure or any breach of this Agreement (ii) for any fraud and/or forgery of your signature (iii) for any injury to your credit, character and reputation in relation to our repossession or our request for the return of any Card or your use thereof or any inability to use any Enabled Device (iv) for any delay in the release of any amount placed on hold on the Designated 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 Designated Account or insufficient available funds arising from us putting amounts in the Designated Account on hold or the delay in releasing such hold and (vi) any hold placed on the Designated 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.

g)(i)任何卡或启用设备遗失、被盗、使用或滥用，或是PIN泄露和 / 或任何安全程序受到破坏，或是违反本协议的任何规定；(ii)您的签名存在欺诈和 / 或伪造行为；(iii)因本行收回或要求归还任何卡或因您使用该卡而导致您的信用、人格和声誉受损，或是无法使用任何启用设备；(iv)指定账户内保留的任何款项延迟释放；(v)由于指定账户内可用资金不足或因本行在指定账户内保留款项或延迟释放该等款项而导致本行无法执行您发出的付款指令(包括但不限于GIRO或其他常设付款指令)；及(vi)收到卡交易授权请求或卡交易通知或付款请求(包括但不限于以电子方式所作请求)后在指定账户内保留任何款项，即便该等请求或通知未获授权或属伪造，或是该等卡交易未进行或被撤销。

10.2. PROBLEMS WITH GOODS AND SERVICES

10.2 商品与服务问题

We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your 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 non-performance or defects in any such goods and services, you shall pay us the full amount shown in the Statement of Account. 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 Designated Account with the amount of any refund only on the receipt of the same supported by a credit voucher properly issued by the merchant. You acknowledge and agree that any refund of any amount previously charged to your Card may be subject to such terms, conditions, rules, procedures and/or guidelines as may be issued by the relevant card scheme from time to time. Where any refund to your Designated Account is made in a currency that is different from the currency of your Designated Account, we may convert such credits into the currency of your Designated Account at such rate(s) of exchange as we may determine.

如果您在通过使用贵卡所获商品与服务方面遇到任何问题，或是对于相关商户提供的任何优惠、折扣或句话，本行无须负责。即便任何该等商品与服务未交付、未履行或是存在缺陷，您仍须向本行支付对账单中所列全部款项。若您想要投诉某商户，应自行与该商户解决争议。任何该等争议仅涉及您与该商户，本行不得被视为该等争议的当事方。对于某商户向您所供商品与服务的数量、质量、适销性、是否适合特定目的或任何其他方面，或是对于该商户与您就用卡所订立的任何合同或交易，本行无须负责。若有任何退款，本行只有在收到退款以及商户适当签发的信用凭证后，才会将退款贷记入指定账户。您认可与同意，先前记入贵卡的任何退款可能会受相关卡计划不时发布的条款、条件、规则、程序和 / 或准则约束。退款货币与您的指定账户货币不同时，本行可按自行确定之汇率，将该等贷记款项换算成您的指定账户货币。

11. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES

11. 文件与凭证决定性

11.1. CONCLUSIVE EVIDENCE

11.1 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, Digital Payment Service, the Designated 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.

本行就与贵卡、Tokenised卡、启用设备、数字支付服务、指定账户和 / 或您相关的所有事项以及本行出具的任何凭证(列明截至任何特定日期您对本行的责任)所作记录，对明确其是否准确和真实具有决定性，并在所有方面对您产生约束力。

We shall be entitled to treat any person in physical possession and control of any Card and/or any Tokenised Card, Enabled Device 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 cardmember, and subject to Clause 7.3(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.

本行有权将任何以物理方式持有和控制任何卡和 / 或任何Tokenised卡、启用设备或数字支付服务之人视为合法持有人或用户，并有权依赖任何签名、数字凭证或口令或使用该卡作为有关下列事实的决定性证据，即相关卡交易由卡会员授权并适当做出或执行，且在符合第7.3(a)和(b)条之规定的情况下，若因通过该卡和 / 或任何启用设备执行任何交易而导致任何人(包括合法持有人)蒙受任何损失、成本或损害的，本行无须负责。

11.2. STATEMENTS

11.2 对账单

We will send you the statements of account in relation to the Designated Account ("Statement of Account") at such intervals as may be provided for in and governed by the terms and conditions governing the Designated Account. The Statement of Account shall be conclusive evidence of the state of the Designated Account between us, and you shall also notify us if you discover any error or inaccuracy in any Statement of Account. If you fail to inform us of any error or inaccuracy in the Statement of Account within fourteen (14) days from your receiving it or your deemed receipt of it, the contents of the Statement of Account shall be conclusive and binding on you. Any Statement of

Account given to or served on the Principal Cardmember shall be deemed to have been given to and received by each and every Supplementary Cardmember at the time when the Principal Cardmember shall have received or is deemed to have received the same. We shall not be required to send to any Supplementary Cardmember any Statement of Account.

本行将按有关指定账户的条款与条件中所述时间间隔，向您发送指定账户的对账单(“对账单”)。该等对账单构成指定账户状态的决定性证据。若您发现任何对账单中存在任何错误或不准确之处，也应通知本行。如果您未在收到对账单或被视为收到对账单之后十四(14)天内将任何错误或不准确之处告知本行，则对账单的内容应具有决定性，并对您产生约束力。发送给主卡会员的任何对账单，应在主卡会员收到或被视为收到之时，视为已送达每个附卡会员。本行无须向任何附卡会员发送对账单。

12. AMENDMENTS

12. 修订

12.1. AMENDMENTS TO THE AGREEMENT

12.1 协议修订

We may at any time at our absolute discretion and upon written notice to you, change any one or more of the terms and conditions in this Agreement, and/or any other terms we may have prescribed in connection with the use of any Card or Digital Payment System. Such change(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. If you do not accept such change(s), you shall forthwith discontinue use of the Card and instruct us to terminate the Card. Where you continue to use the Card after such notification, you shall be deemed to have agreed with and accepted such change(s).

本行可随时酌情决定并经书面通知您后，更改本协议的任何一项或多项条款与条件，和 / 或本行就使用任何卡或数字支付系统而规定的任何其他条款。该等更改自通知中所述日期起生效，在多数情况下，应为通知日期后至少30天。如果您不接受该等更改，应立即停止用卡，并指示本行通知贵卡。若您在该等通知后继续用卡，则视为您已同意并接受该等更改。

12.2. RIGHT TO VARY CHARGES AND FEES

12.2 更改费用的权利

We may at any time at our absolute discretion and upon written notice to you, 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 30 days from the date of the notice.

本行可随时酌情决定并经书面通知您后，更改本行定价指南中所列费率和 / 或您应付的任何费用。该等更改自通知中所述日期起生效，在多数情况下，应为通知日期后至少30天。

12.3. NOTIFICATION OF CHANGES

12.3 更改通知

We may provide written notice to you of any changes to the terms and conditions in this Agreement by:-

本行可采用下列方式将本协议之条款与条件的任何更改情况通知给客户：

- a. publishing such changes in your statements;
a. 在您的对账单中列明该等更改情况；
- b. displaying such changes at our branches or automated teller machines;
b. 在本行分支机构或自动柜员机处展示该等更改情况；
- c. posting such changes on our website;
c. 在本行网站上发布该等更改情况；
- d. electronic mail or letter;
d. 电子邮件或信函；
- e. publishing such changes in any newspapers; or
e. 在任何报纸上刊登该等更改情况；或
- f. such other means of communication as we may determine.

f. 本行自行确定的其他通讯方式。

Any notice of any change to this Agreement given to the Principal Cardmember shall be deemed to have been given to and received by (all) the Supplementary Cardmember(s) at the time when the Principal Cardmember shall have received or is deemed to have received the same.

就本协议之更改而发送给主卡会员的任何通知，应在主卡会员收到或被视为收到之时，视为已送达(所有)附卡会员。

13. DISCLOSURE OF INFORMATION

13. 信息披露

13.1. PARTIES TO WHOM DISCLOSURE MAY BE MADE

13.1 披露对象

You consent for us to, whether before or after termination of the Card Account, transfer and/or disclose any information relating to you or your Card Transaction or Card Account (“Information”) to our related corporations, their respective agents our business partners, and other third parties (as we may deem fit in our sole and absolute discretion) for any purpose. The reference to “any purpose” in this Clause shall include but not be limited to the provision of marketing and promotional services to you, and such other purposes as may be determined by us (in our sole and absolute discretion) in accordance with OCBC’s Data Protection Policy. 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. For the avoidance of doubt, pursuant to the foregoing consent, we shall be permitted to at any time disclose Information of the Principal Cardmember and/or Supplementary Cardmember(s) to each other / one another.

您同意本行，无论是在卡账户终止之前或之后，出于任何目的而将与您或您的卡交易或卡账户相关的任何信息(“信息”)传送和 / 或披露给本行的关联公司、他们各自的代理人、本行的业务合作伙伴，以及其他第三方(本行酌情认为合适)。本条款中提及的“任何目的”包括但不限于向您提供市场营销与宣传服务，以及本行不时(酌情)确定的其他目的。您还认可与同意，作为境外数字支付系统服务提供商和 / 或口令提供商，需要将您的个人资料传送至新加坡境外，以便执行您的指令，而新加坡境外管辖区在保护您的个人资料方面可能与新加坡的适用标准不符。为免生疑虑，根据前述同意，本行应获准许随时相互披露主卡会员和 / 或附卡会员的信息。

13.2. WRITTEN PERMISSION

13.2 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, the signing of the Card or the usage of the Card shall each constitute and be deemed to be sufficient written permission for such disclosure.

您同意，若根据法律或其他规定本行做出任何该等披露须获得您的书面许可，则在开卡申请表或卡上签字或用卡即足以构成并被视为有关该等披露的书面许可。

13.3. ADDITIONAL RIGHTS

13.3 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 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

本行在本条款项下权利是对依据新加坡《银行法》(新加坡法律第19章)(不时修订和替换)或任何其他法律法规所获其他披露权利之补充，且不得影响该等其他披露权利，亦不得理解为限制任何该等其他权利。

13.4. PERSONAL DATA

13.4 个人资料

You give us, our related companies (collectively, the "OCBC Group"), and our respective business partners and agents (collectively, the "OCBC Representatives") permission to collect (including by way of recorded voice calls), use and disclose your personal data for purposes reasonably required by the OCBC Group and the OCBC Representatives to enable us to provide our products and services (including without limitation the Card and services under this Agreement). Such purposes are set out in a Data Protection Policy, which is accessible at www.ocbc.com/policies or available on request and which you acknowledge and agree you have read and understood. Without prejudice to the generality of the foregoing, by enrolling any Card with or using any Digital Payment Service, you also agree to the collection, use and disclosure of your personal data (including information relating to your Card, Enabled Device, Designated Account, Card Transactions) by or to service providers of such Digital Payment Services for purposes identified in their respective prevailing data protection policies or as notified to you during such enrolment and/or from time to time amended.

您同意本行及本行关联公司(统称为“华侨银行集团”), 以及他们各自的业务合作伙伴和代理人(统称为“华侨银行代表”)为其合理要求之目的而采集(包括语音通话方式)、使用和披露您的个人资料, 以便本行提供产品与服务(包括但不限于本协议项下卡及服务)。该等目的载述于数据保护政策中, 可访问www.ocbc.com/policies或向本行索取; 您认可与同意, 您已阅读并理解该等政策。在不影响前述规定之一般性的情况下, 若您将任何卡注册使用任何数字支付服务, 即表示您也同意该等数字支付服务的提供商采集、使用和披露您的个人数据(包括与贵卡、启用设备、指定账户或卡交易相关的信息), 以实现其现行数据保护政策中所述目的或在该等注册过程中告知于您和 / 或不时更改之目的。

13.5 CREDIT STANDING AND CLAIMS

13.5 信用状况与索赔

You further irrevocably agree and consent to waiving all claims against us, our collection agents and/or other representatives ("Representatives"), and holding us and our Representatives harmless in connection with any claims, actions or proceedings we may commence against you in connection with the recovery of any sums owing to us.

您还不可撤销地同意放弃对本行、本行托收代理人和 / 或其他代表(“代表”)提起任何索赔, 并使本行及本行代表在就追讨任何欠款而向您提起的任何索赔、诉讼或法律程序中免受损害。

14. SET OFF AND CONSOLIDATION

14. 抵销与合并

14.1. EXTENT OF OUR RIGHTS

14.1 本行权利范围

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 Designated 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.

除了本行依法享有的任何其他权利外, 本行还有权随时酌情决定将指定账户与您在本行所持任何账户合并(无论位于何处, 包括在境外分支机构所持账户, 无论该等其他账户是由您单独或与其他人联合持有, 亦无论是储蓄账户、活期账户、定期存款账户、结构性存款账户(无论该等存款是否到期)), 并将该等账户的任何贷记款项与您欠本行的全部或部分款项相抵销。

14.2. SET OFF AND CONSOLIDATION INVOLVING FOREIGN CURRENCIES

14.2 外币相关抵销与合并

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.

本行所作抵销或合并涉及货币换算的，本行将按现行汇率进行必要换算。

15. COMMUNICATIONS

15. 通讯

15.1. MODES OF COMMUNICATION AND SERVICE OF DOCUMENTS AND PROCESS

15.1 通讯方式与文书送达

Any Card (whether issued pursuant to an application or issued in renewal or replacement of any Card), Statement of Account, notice (including notification of any PIN or Security Procedure assigned to any Card or any cardmember and of any amendments to this Agreement), demand, document (including but not limited to any Writ of Summons or other originating process relating to or by which any legal proceedings against you are commenced by us) or any other correspondence, may be sent to or served, whether in Singapore or overseas, on you by leaving it at, or by posting it to, or despatching it by facsimile transmission, short message system (SMS), electronic mail, ordinary pre-paid post or personal delivery, or other Internet or online communication channels, or by any other means, to any Specified Address, including without limitation user account(s) which we determine to be associated with you via postings, messaging or chat systems on social media or other online services.

任何卡(无论是根据申请发放、续展或补卡)、对账单、通知(包括告知分配给任何卡或卡会员的PIN或安全程序，以及本协议的任何修订)、要求、文书(包括但不限于与本行针对您提起之诉讼有关的任何传票或原诉法律程序文件)或任何其他函件，可通过专人递送、邮寄、传真、短信、电子邮件、预付平邮、其他互联网或在线通讯渠道，或通过任何其他方式，发送至任何指定地址，无论是新加坡境内或境外，包括但不限于本行通过社交媒体发帖、消息传递或聊天系统或其他在线服务确定与您关联的用户账户。

15.2. RECEIPT OF COMMUNICATION AND GOOD AND VALID SERVICE

15.2 接收函件及有效送达

You agree that any such Card, statement, notice, demand, document or any other correspondence so left at or sent or despatched to you shall be effective and deemed to have been received by you:

您同意，如此发送给您的任何卡、对账单、通知、要求、文书或任何其他函件，应在下列时间视为有效送达：

(a) if it is delivered by hand, when it was left at the Specified Address;

(a) 专人递送：留在指定地址之时视为送达；

(b) if by post, on the day immediately following the date of despatch; or

(b) 邮寄：发出次日视为送达；或

(c) if sent by facsimile transmission, short message system (SMS), electronic mail or through the aforesaid Internet or online communication channels, or any other means not expressly referenced in Clauses 15.2(a) to (c) herein, immediately on despatch.

(c) 传真、短信、电子邮件或通过前述互联网或在线通讯渠道，或是第15.2(a)至(c)条中未列明的任何其他方式：发出之时视为送达。

You further agree and accept that service of any documents (including Writ of Summons or other originating process) in accordance with this Clause, shall be deemed to be good and valid service on you, notwithstanding that such documents may not have been received by you or returned undelivered. In addition to these any methods of service referenced herein, we may serve any document on you in any other method permitted by law.

您还同意与接受，根据本条款送达的任何文书(包括传票或其他原诉法律程序文件)应视为有效送达给您，即便您未收到该等文书，或是该等文书因未送达而退回。除了这些送达方法外，本行亦可采用法律允许的任何其他方式向您送达任何文件。

Any notice or any amendment to this Agreement that is sent by us to the Principal Cardmember shall be considered to have been sent to and received by the Supplementary Cardmember at the same time. 本行发送给主卡会员的任何通知或本协议之修订应视为已同时送达附卡会员。

16. REWARDS PROGRAMME AND SMARTCHANGE

16. 奖励计划与SMARTCHANGE

16.1. REWARDS PROGRAMME

16.1 奖励计划

Subject to Clause 16.3, cardmembers of certain Cards issued by OCBC may, subject to the terms of these programmes, be eligible to participate in or enjoy certain privileges associated with either the OCBC\$ Rewards Programme or such other rewards programme as we may determine in our absolute sole discretion from time to time, in each case to the extent only that each such programme is expressly designated by OCBC as applicable to the Card. Please visit www.ocbc.com for more details.

You acknowledge and agree that in participating in such rewards programme, you shall be bound by such terms and conditions governing the rewards programme as may be relevant.

受制于第16.3条之规定，对于华侨银行发放的某些卡，其卡会员可在遵守这些计划之条款的前提下，参与或享有与华侨银行奖励计划或本行不时酌情确定之其他奖励计划关联的某些特权，但均仅限华侨银行明确指定每项该等计划适用于卡之情形。更多详情，可访问www.ocbc.com。您认可与同意，在参与该等奖励计划时，您将受有关奖励计划的条款与条件约束。

16.2. SMARTCHANGE

16.2 SMARTCHANGE

Subject to Clause 16.3, SmartChange is open to all Principal Cardmembers issued with Cards (excluding such cards as we may from time to time determine at our sole absolute discretion) and whose Designated Account(s) are in good standing with us (as determined by us in our absolute sole discretion).

受制于第16.3条之规定，SmartChange适用于所有获发卡(排除本行不时酌情确定之卡)且在本行所持指定账户处于良好状态(由本行酌情确定)的主卡会员。

You acknowledge and agree that in participating in SmartChange, you shall be bound by such terms and conditions governing SmartChange as may be relevant.

您认可与同意，在参与SmartChange时，您将受有关SmartChange的条款与条件约束。

16.3. EXCLUSIONS

16.3 排除

Notwithstanding the foregoing, transactions made via Tokenised Cards, Digital Payment Systems or Enabled Devices may be excluded from the any or all programmes referenced in this Clause 16.

尽管有前述规定，通过Tokenised卡、数字支付系统或启用设备进行的交易可从第16条中所述任何或所有计划中排除。

17. MISCELLANEOUS

17. 其他规定

17.1. INDEMNITY

17.1 赔偿

You shall indemnify and keep us fully indemnified against all claims, demands, actions, 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:-

对于因本协议而直接或间接导致本行蒙受或产生的所有索赔、要求、诉讼、法律程序、损失、损害、成本和费用(包括法律费用)，您应向本行做出充分赔偿，具体原因包括但不限于：

a) breach of any provision of this Agreement on your part; and/or

a)您违反本协议的任何规定；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

b)执行或保护本协议项下本行对您的权利与救济；或在获取或寻求获取您特此同意支付的任何

或所有款项时；和 / 或

c) any change in any law, regulation or official directive which may have an effect on this Agreement.
c)任何法律、法规或官方指令发生变化，并对本协议产生影响。

17.2. TRANSACTIONS INVOLVING FOREIGN CURRENCY

17.2 外币相关交易

If the currency of any Card Transaction is different from that which your Designated Account is maintained, we shall be entitled to convert such transaction into the currency of your Designated Account or any other currency at such rate(s) of exchange as we may determine; and debit your Designated 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 your Designated Account and for this purpose convert credits and charges incurred into the currency of your Designated Account at such rate(s) of exchange as we may determine. We reserve the right to charge a fee for every Card Transaction entered into in a different currency from that of your Designated Account.

如果任何卡交易的货币与您的指定账户货币不同，本行有权按本行确定之汇率，将该等交易换算成您的指定账户货币或任何其他货币；并将该等卡交易的金额借记入您的指定账户。本行可收取本协议项下应付给本行的所有款项，将该等款项记入您的指定账户，并按本行确定之汇率换算成您的指定账户货币。对于以非指定账户货币进行的每笔卡交易，本行有权收取相应的手续费。

Where your Card is tagged to a Designated Account and used for any and/or all Foreign Currency funds in the account, Foreign Currency Card Transactions and Foreign Currency Cash Withdrawal will be directly debited from the respective Foreign Currency deposits within the Designated Account provided that there are sufficient funds in the relevant Foreign Currency. If there are insufficient funds in such particular Foreign Currency in your Designated Account, we shall be entitled to convert such transaction into Singapore Dollars at such rates of exchange as we may determine; and debit your Singapore Dollar deposits within the Designated Account tagged to the Card. If there are insufficient funds in your Singapore Dollar deposits within Designated Account, the Card Transaction will be rejected.

贵卡关联指定账户并可使用账户内任何和 / 或所有外币资金时，外币卡交易及外币取现都将直接从指定账户内外币存款扣除，前提是相关外币资金充足。若指定账户内外币资金不足，本行有权按本行确定之汇率，将该笔交易换算成新加坡元，并从贵卡关联指定账户内新加坡元存款扣除。若指定账户内新加坡元资金不足，本行将拒绝处理该笔卡交易。

17.3. INSTRUCTIONS FROM YOU

17.3 您发出的指令

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 for 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.

本行有权(但无义务)酌情依赖并执行本行秉持真诚善意原则认为由您发出的任何函件、请求或指令(口头或书面，通过专人递送、电话、传真或其他电信方式，无论是否经您同意或授权)。本行据此采取的任何行动对您具有约束力，其对于您因该等行动而产生或蒙受的任何损失或损害，本行无须对您承担责任。本行无义务核实发送函件之人(声称是您或您的代表)的身份。

17.4. PROVISIONS OF DESIGNATED ACCOUNT / CUMULATIVE REMEDIES

17.4 指定账户条款 / 累积救济

The provisions of this Agreement shall supplement and not replace the provisions of any agreement you may have with us with respect to any Designated 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 to the extent of such inconsistency with respect to the use of the Card and matters connected therewith. The remedies under this Agreement are cumulative and are not exclusive of the remedies provided under the law.

本协议条款是对您与本行有关指定账户的任何协议条款、您与本行之间任何其他协议条款或本行根据任何该等协议所获任何权利之补充，而非替代。若有任何不一致，则就用卡及相关事项而言，应以本协议为准。本协议项下救济是累积的，并不排除依法提供之救济。

17.5. ADDITIONAL PRIVILEGES, OFFERS OR BENEFITS

17.5 附加特权、优惠或利益

In addition to any services, programmes, benefits, schemes or plans expressly provided for elsewhere in this Agreement, we may provide or make available at our sole discretion, any other additional services, programmes, benefits, schemes or plans from time to time with respect to the use or the promotion of the use of Cards, under which additional privileges, offers or benefits may be offered to you from time to time (the "Programme"). Such Programme may be subject to its own terms and conditions and by participating in the Programme, you agree to be bound by such terms and conditions. If you intend to derive any privilege or benefit conferred or offered thereunder, 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. OCBC shall not be liable for any failure by any third party merchant to honour any privileges, offers or benefits offered in respect of any Programme or for any breach of the terms thereof, nor for the quality or performance of any goods or services offered by them.

除本协议中其他条款明确规定的任何服务、计划、利益或方案外，本行可不时酌情决定就用卡或推广用卡而提供任何其他附加服务、计划、利益或方案（“计划”）。此类计划可能受其自有条款与条件约束，且若参与计划，即表示您同意受该等条款与条件约束。如果您想要获得所提供或赋予的任何特权或利益，应在向参与计划的任何商户订购前，将您的想法告知该商户，并向其出示贵卡。对于任何第三方商户未提供有关计划的任何特权、优惠或利益，或是违反其中所述条款，或是他们所供任何商品或服务的质量或性能，华侨银行无须负责。

We may at any time and from time to time without prior notice and without assigning any reason:
本行可随时和不时(无须提前通知或说明原因):

- a) amend, modify, vary or withdraw the terms and conditions of any Programme and/or any privilege or benefit offered or conferred under any Programme;
a) 修订、更改或终止任何计划的条款与条件和 / 或根据任何计划所提供或赋予的任何特权或利益;
- b) suspend or terminate any Programme; or
b) 暂停或终止任何计划; 或
- c) restrict or exclude any merchant from participation or continuing to participate in any Programme.
c) 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.

任何计划项下某商户所提供或赋予的任何特权或利益，可能无法使用、暂停或由该商户随时因故终止，无论是暂时或其他。任何商户因故拒绝提供或赋予任何特权或利益的，本行无须负责。

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17.6. DELAY IN FAILURE TO EXERCISE RIGHTS

17.6 延迟行使或未行使权利

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 deemed a waiver of any subsequent breach of the same or any provision of this

Agreement. We shall be deemed to have waived our rights only if we specifically notify you of such a waiver in writing.

本行未行使或延迟行使任何权利、权力或救济的，不得视为本行放弃或部分放弃该等权利、权力或救济；本行放弃追究任何违反本协议任何条款之行为的，不得视为本行放弃追究后期违反该等条款或本协议中其他条款之行为。只有在本行以书面方式向您告知放弃某项权利的，方可视为本行放弃该等权利。

17.7. CHANGE OF CARD NOT TO AFFECT PAYMENT ARRANGEMENT

17.7 卡之变更不影响付款安排

Should you make any arrangement with any financial institution, merchant or organisation for the credit or debit of any of your Cards, whether at regular intervals or otherwise, and should such Card be terminated and replaced/renewed with another Card whether because of loss of your Card or otherwise, such arrangement shall continue in relation to your new Card.

如果您与任何金融机构、商户或组织就贵卡贷记或借记做出安排，无论是定期或其他，而由于贵卡遗失或其他原因而导致该卡终止或更换新卡的，该等安排将继续适用于新卡。

17.8. OCBC ALERT NOTIFICATION SERVICE

17.8 华侨银行提醒通知服务

a) We, at our discretion, may provide the OCBC Alert Notification Service (which includes, without limitation, the OCBC eAlerts Service (or by whatever name designated to it in the future)) through electronic mail, facsimile, SMS or such other media as we may deem appropriate.

a) 本行可酌情决定通过电子邮件、传真、短信或本行认为适当的其他媒介提供华侨银行提醒通知服务，包括但不限于华侨银行电子提醒服务(或是未来指定的任何名称)。

b) The scope and features of the OCBC Alert Notification Service shall be as determined or specified by us from time to time. We shall be entitled to modify, expand or reduce the OCBC Alert Notification Service at any time and from time to time without notice as we may deem fit without assigning any reason therefor.

b) 华侨银行提醒通知服务的范围和功能由本行不时确定。本行有权随时和不时对华侨银行提醒通知服务做出本行认为适当之修改、扩展或缩减，无须发送通知或说明理由。

c) Any notification provided by us under the OCBC Alert Notification Service shall be transmitted or otherwise made available to you at such times as we may reasonably deem fit.

c) 本行在华侨银行提醒通知服务项下任何通知，应在本行合理认为适当时传送或以其他方式提供给您。

d) We may contract with one or more third parties to provide, maintain or host the OCBC Alert Notification Service. You acknowledge that, in providing the OCBC Alert Notification Service, we will have to release and transmit your information (including information relating to your account(s) with us) to such third parties. You hereby agree and consent to such release and transmission of your information to such third parties. You further acknowledge that your information may be placed and stored in servers outside our control and agree that we shall have no liability or responsibility for such storage.

d) 本行可与一个或多个第三方签约提供、维护或托管华侨银行提醒通知服务。您认可，在提供华侨银行提醒通知服务时，本行将须向该等第三方发布和传送您的信息(包括与您在在本行所持账户相关的信息)。您特此同意本行将其信息发布和传送给该等第三方。您还认可，您的信息可能会存放在不属本行控制的服务器中，并同意本行无须对该等存放负责。

e) A notification under the OCBC Alert Notification Service shall be considered to be sent by us upon the broadcast of the notification by the third party to the contact particulars designated by you for the purposes of the OCBC Alert Notification Service, regardless of whether such notification is actually received by you. We do not guarantee receipt of any notification under the OCBC Alert Notification Service by you and you understand and agree that your use of the OCBC Alert Notification Service is at the your own risk.

e) 华侨银行提醒通知服务项下通知，应在第三方向您为此指定之联络方式播报后，被视为已由本行发送，不论您是否实际收到该等通知。本行不保证您收到华侨银行提醒通知服务项下任何

通知，您了解并同意，您使用华侨银行提醒通知服务的风险均由您自行承担。

f) You shall notify us immediately of any change in your contact particulars designated by you for the purposes of the OCBC Alert Notification Service. Where you fail to inform us of such change, we shall not be responsible for any loss, damage or other consequence which you may suffer as a result of any notification being sent to your latest designated contact particulars in our records.

f)如果您为华侨银行提醒通知服务之目的而指定的联络方式发生任何变更，应立即告知本行。若未将该等变更情况告知本行，则对于因将任何通知发送至您在本行登记之最后指定联络方式而导致您蒙受的任何损失、损害或其他后果，本行无须负责。

g) All references to a time of day in any notification sent by us under the OCBC Alert Notification Service are to Singapore time (unless otherwise specified by us).

g)本行在华侨银行提醒通知服务项下发送的任何通知中凡提及时间系指新加坡时间(除非本行另作说明)。

h) All notifications under the OCBC Alert Notification Service shall be from us to you only and you should never attempt to communicate with us by directing any communication to the sender's contact number, address or other particulars which may be indicated on the notification.

h)华侨银行提醒通知服务项下所有通知均仅限本行发送给您，而您不得试图回复任何函件至发送者的联络号码、地址或通知中显示的其他方式。

i) You agree that we, its directors, officers, employees and agents are not responsible for (a) any losses or damages, including legal fees, that may arise, directly or indirectly, in whole or in part, from: the

non-delivery, delayed delivery, or the misdirected delivery of a notification under the OCBC Alert Notification Service; (b) Any inaccurate or incomplete content in a notification under the OCBC Alert Notification Service; or (c) The reliance by you on or use of the information provided in a notification under the OCBC Alert

Notification Service for any purpose.

i)您同意，对于全部或部分因下列情形而直接或间接所产生的任何损失或损害，包括法律费用，本行及本行董事、高级职员、雇员和代理人无须负责：(a)未交付、延迟交付或错误交付华侨银行提醒通知服务项下通知；(b)华侨银行提醒通知服务项下通知中内容不准确或不完整；或(c)您为任何目的而依赖或使用华侨银行提醒通知服务项下通知中提供的信息。

17.9. GOVERNING LAW

17.9 适用法律

a) 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. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) 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.

a)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。非属本协议签订方之人，无权依据《合同(第三方权利)法》(新加坡法律第53B章)执行本协议的任何条款。尽管本协议做出任何规定，变更、免除或减少任何责任或是终止本协议的任何条款无须经任何第三方同意。

b) Nothing in this Clause shall limit our right to take proceedings against you in any other court of competent jurisdiction, and you irrevocably agree to waive any objection to any proceedings that we may commence against you on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum or other similar grounds. The taking of such proceedings against you in one or more jurisdictions shall not preclude the taking of proceedings against you in any other jurisdiction, whether concurrently or not.

b)本条款并不限制本行在任何其他主管法院对您提起诉讼，且您不可撤销地同意放弃以地点或不便管辖为由就本行对您提起的任何诉讼表示异议。在一个或多个管辖区对您提起该等诉讼的，并不妨碍在任何其他管辖区对您提起诉讼，无论是否同时提起。

17.10 SEVERANCE

17.10 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 provision shall to the extent necessary to avoid 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.

如果本协议有任何条款或其中任何部分无效、非法或不可执行，或是被任何当局或主管法院认定为无效、非法或不可执行，则为避免该等无效性、非法性或不可执行性，该等条款应从本协议中分割开来，并视为不具效力，而本协议的其余条款仍具有十足效力及作用。

17.11 OUTSOURCING

17.11 外包

The Bank has the right to outsource or sub-contract any part of our business operations to such third party (including but not limited to any party outside Singapore) on such terms as the Bank in its sole discretion deems fit. The Bank shall be entitled to harness, inter alia, data processing and technology infrastructure support services to enhance the Bank's suite of products and services and improve productivity within the Bank, its branches, subsidiaries and affiliates across the countries in which it operates.

本行有权按照本行自行认为合适之条款，将本行业务运作的任何部分外包或分包给本行自行认为合适之第三方(包括但不限于新加坡境外任何第三方)。本行有权利用数据处理和技术基础设施支持服务等手段，增强本行的系列产品与服务，并促进本行及本行在各国的分支机构、子公司及附属公司提高生产率。

18. FATCA AND CRS POLICIES

18. FATCA与CRS政策

Our Foreign Account Tax Compliance Act (FATCA) Policy (the “FATCA Policy”) and our Common Reporting Standard (CRS) Policy (the “CRS Policy”) form part of this Agreement and shall be binding on you. You agree to comply with and adhere to the FATCA Policy and the CRS Policy, which are accessible at www.ocbc.com/policies or available on request. You should therefore read the FATCA Policy and the CRS Policy together with this Agreement. This Agreement is subject to the FATCA Policy and the CRS Policy. Should there be any conflict or inconsistency between any of the contents of the FATCA Policy and/or the CRS Policy and this Agreement, the contents of the FATCA Policy and/or the CRS Policy (as applicable) shall prevail.

本行的外国账户纳税法案(FATCA)政策(“FATCA政策”)与本行的共同申报准则(CRS)政策(“CRS政策”)构成本协议的一部分，并对您产生约束力。您同意遵守FATCA政策与CRS政策，可登陆www.ocbc.com/policies获取或根据要求提供。因此，您应将FATCA政策与CRS政策随同本协议一并阅读。本协议须符合FATCA政策与CRS政策。如果FATCA政策和 / 或CRS政策与本协议在内容上有任何冲突或不一致之处，应以FATCA政策和 / 或CRS政策(如适用)的内容为准。

19. MALWARE, PHISHING AND OTHER RISKS

19. 恶意软件、网络钓鱼及其他风险

19.1. You acknowledge and agree that any use of Digital Payment Systems, Tokenised Cards, Security Procedures, Enabled Devices or the use of your Cards for transactions carried out over the Internet or other communications networks may be subject to security risks which may include but not be limited to:

19.1 您认可与同意，使用数字支付系统、Tokenised卡、安全程序、启用设备或使用贵卡通过互联网或其他通讯网络进行交易时，可能会面临安全风险，包括但不限于：

a. monitoring and recording of your personal data, transactions, usage patterns and Security Procedure responses;

a. 监控和记录您的个人资料、交易、使用模式及安全程序响应；

- b. use of your personal data, transactions, usage patterns and Security Procedure responses to perform unauthorised transactions or to commit or facilitate crime;
- b. 使用您的个人资料、交易、使用模式及安全程序响应进行未经授权之交易，或是实施或协助犯罪；
- c. installation of malware, viruses, monitoring or malicious code on your computer systems and/or other devices which may then collect and communicate to third parties information or other data about you;
- c. 在您的计算机系统和 / 或其他设备上安装恶意软件、病毒、监控或恶意代码，用于采集并向第三方传送有关您的信息或其他数据；
- d. malfunctioning Enabled Devices, Digital Payment Systems and network connections or hardware failure;
- d. 启用设备、数字支付系统和网络连接或硬件故障；
- e. “phishing” or other websites or emails which mimic the appearance of OCBC’s websites or official communications, but do not in fact originate from OCBC, and which may be used to collect information about you or deceive you into entering transactions or providing information or compromising Security Procedures; and
- e. 仿照华侨银行网站或官方通讯但实际上并非来自华侨银行的“网络钓鱼”或是其他网站或电子邮件，用于采集有关您的信息，或是欺骗您进行交易或提供信息，或是破坏安全程序；
- f. “man-in-the-middle” or other interception of your communications with OCBC or its service providers.
- f. “中间人”或是以其他方式拦截您与华侨银行或其服务提供商之间通讯。

Use of Digital Payment Systems, Tokenised Cards, Security Procedures, Enabled Devices or the use of your Cards for transactions carried out over the Internet or other communications networks is entirely at your own risk. You shall be solely liable for any Card Transactions and any loss, damage or claim arising in connection with any such use, and whether for any initial or subsequent transactions made on your Card.

使用数字支付系统、Tokenised卡、安全程序、启用设备或使用贵卡通过互联网或其他通讯网络进行交易的风险均由您自行承担。对于通过任何该等使用而进行的卡交易，以及因任何该等使用而产生的任何损失、损害或索赔，无论是使用贵卡所作首笔或后期交易，均由您自行负责。

19.2. You must adopt appropriate security measures to avoid such risks, which must include the following as a minimum:

19.2 您必须采取适当安全措施以避免该等风险，至少包括如下：

- a. you must not give or disclose your security details to any third party persons or websites or disclose or compromise any Security Procedure and you must inform us immediately upon being aware of any suspected fraud or compromise relating to any Card, Enabled Device(s) or Security Procedure;
- a. 您不得将安全详情提供或披露给任何第三方个人或网站，或是披露或破坏任何安全程序，且若您获悉存在关于任何卡、启用设备或安全程序的可疑欺诈或破坏行为时，应立即通知本行；
- b. you must equip any personal computer or other devices used to effect any Card Transactions including Enabled Device(s) and/or mobile devices (“Devices”) with the latest anti-virus, antimalware and firewall software, and ensure that the installed software is regularly updated and run with latest anti-virus signatures;
- b. 您必须在用于执行任何卡交易的个人计算机或其他设备(包括启用设备和 / 或移动设备，“设备”)上安装最新的防病毒、防恶意软件和防火墙软件，并确保该等软件定期更新，具有最新的防病毒签名文件；
- c. you must not jailbreak, root or modify your Device(s), or install illegitimate mobile applications as this may render such Device(s) more prone to viruses and malware;
- c. 您不得对设备作修改、越狱或破解根权限等操作，亦不得安装非法移动应用程序而导致设备更易感染病毒和恶意软件；

- d. you must not allow any third party to use, operate or control any Device(s) or your Cards/Designated Accounts;
- d. 您不得允许任何第三方使用、操作或控制任何设备或贵卡 / 指定账户;
- e. you must monitor your record of transactions regularly, and report discrepancies to us immediately upon discovery, and in any event, not later than 7 days after any statement of account has been provided to you. You must also inform us immediately when there is a change in contact details such as mobile number and email address, for the purpose of receiving SMS alerts or email notifications for transactions performed; and
- e. 您必须定期监控交易记录, 并在发现有任何不符之处时立即报告给本行, 在任何情况下, 均不得迟于收到对账单日期后7天。手机号码和电邮地址等用于接收交易活动相关短信提醒或电邮通知的联络方式发生变更时, 必须立即告知本行; 及
- f. you must comply with all safe security practices prescribed by us via our website, and/or any policies or security advisory bulletins we may issue or publish from time to time, including but not limited to those set out at <https://www.ocbc.com/personal-banking/policies.html>, or such other URLs as we may designate from time to time.
- f. 您必须遵守本行网站上发布的所有安全操作规定, 和 / 或本行不时发布的任何政策或安全公告, 包括但不限于<https://www.ocbc.com/personal-banking/policies.html>或本行不时指定之其他URL上发布的相关规定。

20. OTHER VERSIONS OF THIS AGREEMENT

20. 本协议的其他版本

In the event of any inconsistency between different versions of this Agreement, the English version shall prevail.

如果本协议的不同版本之间发生任何分歧, 应以英文版为准。