

## **Major Terms & Conditions of ATM Card Services**

"ATM Card" wherever appearing in this application form shall have the same meaning as defined in the Terms and Conditions for All the Bank Accounts and Related Services. The major obligations and liabilities for the use of ATM Card and the related services are provided in the OCBC Bank (Hong Kong) Limited Terms and Conditions for All Accounts and Related Services and are highlighted below for your particular attention. You must read the **FULL VERSION** of the relevant terms and conditions as set out under the OCBC Bank (Hong Kong) Limited Terms and Conditions for All Accounts and Related Services.

The ATM Card is and will at all times be the property of the Bank. The Bank reserves the right to demand the surrender of the ATM Card to it upon its demand at any time without prior notice and without giving reason therefor.

- 1. The personal identification number issued to the customer by the Bank and any number(s) substituted by the customer ("PIN") for use with the ATM Card are strictly confidential and should not be disclosed to any third party under any circumstances whether voluntarily or not. The customer as the cardholder shall take reasonable steps to keep the ATM Card safe and the PIN secret to prevent fraud or misuse; in particular the customer shall destroy the original printed copy of the PIN and shall not write down or record the PIN without disguising it or allow anyone else to use the ATM Card and/or PIN.
- 2. The customer shall be responsible for any accidental or unauthorized disclosure of the PIN to any person and shall bear the risk of the PIN being used by unauthorized persons or for unauthorized purposes.
- 3. The Bank should be notified as soon as reasonably practicable in writing or through other means as may be specified by the Bank and notified to the customer any lost or stolen or misuse of the ATM Card and/or the PIN. The customer shall be responsible for all transactions involving the use of the ATM Card and/or PIN by any person whether authorized or not by the customer prior to the Bank's actual receipt of such notice. The Bank is entitled to charge a fee for any issuance of replacement card and to debit the same to the account of the customer.
- 4. Subject to the provisions in paragraph (4) above, the customer is responsible for all withdrawal, transfer, payment and all transactions involving the use of ATM Card whether authorized by the customer or not.
- 5. The account of the customer will be debited with the amount of any withdrawal, transfer, payment and/or transactions effected by use of the ATM Card. The customer will maintain sufficient funds in his/her account to meet any such transactions.
- 6. The Bank reserves its rights at its absolute discretion to charge a fee for the use of the ATM Card. Such fee shall be at such rate and for such period as determined by the Bank from time to time and announced to the customer in such manner as the Bank deems fit and shall not be refundable. The Bank has the right to be indemnified by the customer in the event of any loss or damage suffered by the Bank arising from any deposits (whether by cash or cheque) by you by using the ATM Card, unless the same is caused by the wilful default or negligence of the Bank.

- 7. If the customer shall consist of more than one person, each and every one of the account holder shall be jointly and severally responsible for all transactions involving the use of ATM Card and the related services and all the terms and conditions shall be jointly and severally binding on each and every one of the account holder.
- 8. The Bank has the right at its absolute discretion to amend the scope of the ATM Card services, and/or impose any limits or restrictions whether in amount or otherwise on the use of the ATM Card, and / or to terminate the ATM Card services by withdrawing or canceling or refusing to renew the ATM Card or the services thereby provided without giving any reason therefore and without any prior notice to the customer.
- 9. The Bank shall not be liable for any loss and all consequences whatsoever directly or indirectly as a result of or in connection with the use of the ATM Card (including but not limited to any failure or malfunctioning of the ATM Card or any ATM or Other Terminal unless the same is due to the wilful default or gross negligence of the Bank. Nor shall the Bank be liable for any act or omission of any merchant shop or establishment, including without limitation any refusal to honour or accept the ATM Card or any statement or other communication made or dispute defect or deficiency in any goods or services supplied in connection with the use of the ATM Card.