

ATM Card Terms and Conditions

IMPORTANT! Before you use your ATM Card, please read these Terms and Conditions carefully. By using (which includes activating) your ATM Card, you will be considered to have accepted these Terms and Conditions and will be bound by them. The terms used in this Terms and Conditions are defined at the end.

1. The ATM Card remains our property. You should return it to us upon our request.
2. We may offer, vary, suspend or withdraw any Service at any time without prior notice. Without limiting our right, we may set daily transaction limits or specify the scope of any Service available in or outside Macau. If you want to use your Card at an ATM outside Macau for cash withdrawals and transfers, you are required to set your ATM daily withdrawal and transfer limits and corresponding activation periods in advance. You have to set the limits and periods through one of the channels designated by us from time to time.
3. You should not transfer your ATM Card or PIN or allow any other person to use your ATM Card or PIN. You should keep your PIN strictly confidential. You should not write down or keep the PIN on or close to your ATM Card or handle it in any other way that may enable another person to use your ATM Card.
4.
 - (a) You are responsible for all transactions effected by the use of your ATM Card (including all related fees and charges). You should promptly report to us any loss, theft, disclosure or unauthorised use of your ATM Card or PIN, followed by a written confirmation as soon as reasonably practicable. You will be responsible for all transactions effected by the use of your ATM Card before we receive your report.
 - (b) We have no obligation but may issue a replacement ATM Card to you. If we issue a replacement ATM Card, we will charge a handling fee according to the Bank Tariff Guide by debiting any Account.
5. We will debit the amount withdrawn, transferred or otherwise disposed of by the use of your ATM Card from the related Account. You will be unable to effect a transaction if there are insufficient funds in the related Account.
6.
 - (a) You may deposit any Item to your Account using any means accepted by us from time to time. Before depositing an Item, you will ensure that the Item is on its face in order. This includes ensuring that an Item is appropriately dated and signed, with the amounts in words and figures matched.
 - (b) We have the right to require you to provide details of an Item when depositing it. You will provide accurate and complete details. We are entitled to rely on the details provided by you in issuing a receipt and processing the Item. We also have the right to verify any details provided by you after issuing a receipt for the Item. If there is any discrepancy between a receipt and the outcome of our verification, the outcome of our verification is final and binding on you. We are entitled to adjust the applicable Account accordingly.
 - (c) We accept an Item for deposit into an Account subject to final payment or clearing. We may not make the proceeds available for use until receipt of unconditional payment. If unconditional payment of an Item is not actually received by us for any reason, we have the right to debit the relevant Account with the appropriate amount plus any charges.
7. We are not liable to you or any other person for the following (or any of them):
 - (a) any delay or failure in providing any of the Services or our equipment or other facilities to you to the extent that it is caused or attributable to any circumstance beyond our reasonable control; and
 - (b) any consequential loss arising from or in connection with the use of your ATM Card.

8. We will give prior notice for fees and charges in connection with the use of your ATM Card. You hereby consent us to debit the fees and charges as we consider reasonable from any Account opened with us even if not linked to the ATM Card.
9. Without prejudice of the specific terms and conditions referred in the "General Terms and Conditions (for Personal Sole Account, Joint Account and Business Account Holders)", You authorise us to disclose, in strict confidence, to other institutions (whether in or outside Macau) personal data and information about you. Such disclosure may be required or appropriate in connection with any electronic fund transfer network or to enable us to provide the Services relating to your ATM Card.
10. We have the right to vary these Terms and Conditions (including fees and charges) from time to time. We will give you 30 days prior notice in a manner we consider appropriate. You will be bound by a variation unless your ATM Card is returned to us for cancellation before the date on which that variation takes effect.
11. We may give notice by way of publication, display at our premises, post or in any other manner we consider appropriate. Notice given in a manner we consider appropriate will be binding on you. You will be considered as having received any notice given by us by post after we have posted it to the address last notified by you:
 - (a) 48 hours after posting (if that address is in Macau); or
 - (b) 7 days after posting (if that address is outside Macau).
12. If you and any other person sign or agree to be bound by these Terms and Conditions:
 - (a) each person is jointly and severally liable with each other for the obligations and liabilities in connection with the ATM Card, the Services or these Terms and Conditions; and
 - (b) any notice from us to any one of these persons will be considered effective notice to all other persons.
13. These Terms and Conditions are governed by and will be construed according to Macau laws. You submit to the non-exclusive jurisdiction of the Macau courts.
14. The English version of these Terms and Conditions prevails to the extent of any inconsistency between the English and the Chinese versions. Any Chinese version of these Terms and Conditions is for reference only.

Definitions

Account means any account we allow you to access by the use of the ATM Card.

ATM means an automated teller machine.

ATM Card means any card issued to you by us in relation to any Account which may be used to effect transactions by electronic means, whether at an ATM, a point of sale terminal or other devices as we may make available or accept from time to time.

Macau means the Macau Special Administrative Region of the People's Republic of China.

Item means any cheque or other monetary instrument which we may accept for deposit.

PIN means any personal identification number or code that applies or is used by us to identify you when you access information, give instructions or make a transaction using an ATM Card. A PIN may be designated by us or you.

Service means any service which we may provide or procure in relation to an ATM Card.

we, us, our means The Hongkong and Shanghai Banking Corporation Limited, Macau Branch and its successors and assigns.

you or your means the person to whom we issue an ATM Card.