

## **TERMS & CONDITIONS for DEBIT CARD**

These Terms & Conditions govern the use of any Debit Card issued by Oriental Bank (the “Bank”). Please read these Terms & Conditions carefully. Cardholders shall be assumed to have unconditionally accepted all the Terms & Conditions and shall be bound by them once the Debit Card is issued by the Bank to the Cardholder. Cardholders shall further be deemed to have unconditionally accepted all periodical amendments made by the Bank to these Terms & Conditions hereof subject to the prior notice period stipulated in Article 15 of this Terms and Conditions.

### **1. TERMINOLOGY**

<b>Acquiring Bank/Acquirer</b>	: Also known as an acquirer, is a financial institution that processes credit or debit card transactions on behalf of a merchant.
<b>Account</b>	: Bank’s Current Account and Savings Account (CASA) which Cardholder use as a funding account to fund his/her Physical or Virtual Debit Card and where the transactions will be reflected.
<b>Cardholder</b>	: A cardholder is the person authorized by the Bank to use a Debit card for purchases or perform desired transactions.
<b>Card Scheme</b>	: Refers to a network or organization that sets the rules and standards for processing card transactions. Examples of card schemes include Visa, Mastercard, American Express, Discover and others.
<b>CVC</b>	: Card Verification Code (CVC) is a series of numbers that, in addition to the Bank card number, is shown on debit card. The CVC is used as a security feature for card not present transactions.
<b>Debit Card</b>	: A payment card which take the form of either physical or virtual that deducts fund directly from Cardholder’s linked Account.
<b>Virtual Debit Card</b>	: A digital version of a Debit Card which is instantly created via Oriental Mobile Banking Application for secure e-commerce.
<b>Physical Debit Card</b>	: A physical version of a Debit Card issued by Oriental Bank PLC which allow cardholder to perform e-commerce transactions, purchase, cash withdrawal and self-service terminal transactions such as ATM.
<b>Merchant</b>	: refers to a business or a person who sells goods or provides services. When the cardholder uses the card to make a purchase, the merchant is the entity that receives payment for the transaction.

**PIN** : Personal Identification Number (PIN) is a numeric password used to authenticate the cardholder at ATMs (Automated Teller Machines) or when making purchases.

## **2. DEBIT CARD ISSUANCE**

Debit Card shall be issued to the applicant upon receiving the request and the applicant meets the required criteria set by the Bank. Physical Debit Card can be requested at any time through Oriental Bank's Mobile App or visiting one of our branches. Virtual Debit Cards can be requested and issued instantly upon request through Oriental Bank's Mobile App.

### **2.1. DEBIT CARD RECEIPT**

Upon receipt of the Physical Debit Card, the Cardholder must promptly sign on the back of the Card, use the Oriental Mobile App to activate and set up Card PIN.

Virtual Debit Card is activated automatically upon issuance.

## **3. Security handling**

- A. Cardholders must take all reasonable steps and precautions to keep the Debit Card and Personal Identification Number (PIN) separately and securely including not to:
  - disclose the Card PIN, Card Verification Code (CVC2), or Expiration Date to anyone including bank staff;
  - write down the PIN, CVC2, on anywhere else;
  - allow the Debit Card to be misplaced and out of personal control;
  - allow any other person to use your own Debit Card.
- B. Cardholders are to avoid the following for Physical Debit Card when setting Card PIN:
  - Using sequential numeric digits e.g., 123456 or 987654,
  - Repeating numeric digits more than 3 times e.g., 999999,
  - Using own mobile phone number,
  - Using own date of birth or own family member's date of birth,
  - Using any number publicly known and easy to guess as a PIN e.g., 168, 911, etc.
- C. Cardholders are fully aware that their failure to observe the security requirements mentioned above may increase their risk and liability for any unauthorized use of their Debit Card.
- D. The Physical Debit Card will be blocked if the PIN is entered incorrectly three (3) times consecutively.

#### **4. VALIDITY**

Debit Card has a expiration date and can only be used until such date. Physical Debit Card and Virtual Debit Card is valid for 5 years and 2 Years, respectively, from the date of issuance.

#### **5. POSSESSION OF THE DEBIT CARD**

Debit Card shall always remain the property of the Bank. The Cardholder shall use all precautions to prevent the loss or theft of the Debit Card. In the event of loss and/or theft of the Debit Card and/or disclosure of the PIN/Full card number, expiration date and CVC2 to any unauthorized person, the Cardholder shall notify the Bank and/or block the Debit card immediately Via Oriental Bank's Mobile Application.

#### **6. BANK'S DISCRETION**

Without infringing on the rights of the Cardholder and without prejudice to any rights the Bank has under these Terms & Conditions, the Bank reserves the right to:

- reject or approve any transaction, even if the transaction is within the transaction limit provided by the Bank.
- not be held liable for any costs or damages claimed by the cardholder if the Bank does not approve any transaction on the debit card.
- terminate the use of the debit card upon the Bank decision with conclusive and unconditionally accepted by cardholders.
- increase or decrease the transaction limit of the debit card.
- limit the daily frequency and/or the daily amount of any transaction.
- refuse to renew, replace, or extend the validity of the debit card.
- modify, adjust, limit, or cancel features relating to the debit card.
- temporarily block or terminate the use of the debit card if it discovers any unusual or suspicious activities on debit card.

The Bank shall not be responsible for:

- any refusal by a Merchant or member institution of a Card Scheme to accept the Debit Card.
- any defect or deficiency in the goods or services supplied to the Cardholder by any Merchant.

#### **7. FEES AND CHARGES**

##### **Types of Fee charges:**

- Annual Fee Charge is the fee that the Bank charges Cardholders on an annual basis for the serving of the card.
- Issuance Fee is the fee that the Bank charges Cardholders at the time the Debit Card is issued.

**Other conditions:**

- The Bank reserves the right to charge Cardholder fees and charges to linked account in respect of the Debit Card.
- The Bank reserves the right to revise the list of fees and charges without prior notice.
- The Bank reserves the right to charge fee and destroy the Physical Debit Card if it has been issued but not been collected for more than one month.
- Cardholder must maintain sufficient funds to support transactions and other service fees set by the Bank.
- The Bank shall charge and debit from the Cardholder's Account fees and charges per the nature of each Card as stated in the Card's application.
- The Bank is entitled to debit any amount for any transactions and services that the Cardholder has performed.

**8. EXCLUSION REGARDING THE BANK'S RESPONSIBILITY FOR TRANSACTION FAILURES.**

The Bank shall not be liable should any of the following events occurred:

- if the cardholder does not have enough funds available in linked account to complete the Debit Card transaction.
- if a merchant refuses to accept Debit Card or provide cashback.
- if an electronic terminal where the cardholder is making a transaction does not operate properly, and the cardholder knew about the problem when initiated the transaction.
- if access to the Debit Card has been blocked
- if the Bank have reason(s) to believe the requested transaction is unauthorised.
- if unforeseen circumstances beyond our control (like fire, flood, computer or communication failure) prevent the transaction from being completed, despite the reasonable precautions we've taken.

**9. AUTHORIZATION HOLDS**

Cardholder does not have the right to stop payment on any purchase transaction originated by Debit Card after the transaction is authorized. When the Cardholder uses a Debit Card to pay for goods or services, the Bank will hold the amount to cover the settlement. Until the transaction is finally settled, the funds subject to the hold will not be available for any other purpose. When there is a settlement request from an Acquiring Bank even though your Debit Card has expired or been closed, the Bank will debit from the Account, if appropriate.

**10. TRANSACTION CANCELTION**

If the Cardholder wishes to cancel any transaction, he/she must reach out to the Merchant to secure written confirmation of the cancellation or modification. The Bank bears no responsibility for any portion of the Transaction still charged to the Debit Card account after the cancellation or modification. However, the Bank may recover the amount if the Cardholder provides valid proof of the cancellation or modification notice from the Merchant.

## **11. REFUND TRANSACTION**

The Bank is not liable for any delay in refunding the fund unless the cause is a willful default or failure of the Bank. The Bank reserves the right to temporarily block any payment received by the Cardholder from a Merchant by way of refund that is or is not related to an original sale transaction in any circumstance, including where the Bank suspects the payment is related to money laundering or any other illegal activity. In such instances, the Bank may request further information and documentation from the Cardholder. If the Bank determines that the payment constitutes money laundering or any other illegal activity, or if the Cardholder fails to comply with any request made by the Bank for information or documentation regarding the payment, the Bank may permanently block the refunded amount and take subsequent actions as required by the Card Scheme.

## **12. DISPUTE**

Should there be any suspicious transactions or concerns with the account balances on Cardholder's Debit Card please inform the Bank within fourteen (14) calendar days after the posting date. In cases where a report is received after the stipulated date, the Bank reserves the right not to resolve the Cardholder's issue.

If the Cardholder requests the Bank to process any disputed transaction, there will be a processing fee incurred and debited from the linked account when compelling evidence indicates that the Cardholder has participated in or authorized to perform the Transaction. However, the Bank will always inform Cardholders in advance about the additional fees and other charges that are not listed in Card Services before proceeding.

## **13. ILLEGAL USE OF DEBIT CARD**

The use of a Debit Card or account for an illegal transaction or any other illegal purpose is prohibited. If the Debit Card is used for an illegal transaction or any other illegal purpose, the Bank reserves the right to block or terminate the Cardholder's account and/or block a Debit Card without providing any reasons. The decision of the Bank is conclusive and unconditionally accepted by Cardholders.

## **14. DEBIT CARD TERMINATION**

The Bank reserves the right to terminate a Cardholder's right to use a Debit Card at any time. However, termination will not affect any completed transactions that have not yet been debited from the linked account. The transaction amount will then be debited from the linked account by the Bank. The Cardholder may terminate their use of a Debit Card at any time by providing written notice to the Bank and returning the Debit Card. Any payment request or Debit Card transaction initiated prior to doing so shall continue to be governed by these Terms & Conditions.

## **15. AMENDMENTS**

The Bank may change the specific Terms & Conditions at any time. If so, the Bank will always provide the customer with thirty (30) calendar days' prior notice before the change takes effect. The Bank will communicate this change through the Bank's official website.