

## UOB BUSINESS DEBIT CARDMEMBER AGREEMENT

The terms and conditions set out herein which may be modified from time to time (this "Agreement") apply to Cards which may be issued by the Bank to you from time to time. By applying for this Card, you agree to be bound by all the terms in this Agreement and you are deemed to have already read, understood and agreed to the terms.

### 1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

"Account" means each and any of the Cardmember's accounts maintained with the Bank which is designated by the Cardmember as the account for the settlement of Card Transactions;

"Agreement" means this agreement as may be varied from time to time;

"Application" means the Bank's prescribed application form for a Card to be issued upon these terms and conditions;

"ATM" means an automated teller machine or card operated machine which accepts the Card including but not limited to machines belonging to the Bank or to MasterCard Global ATM network or the PLUS SYSTEM ATM network or any other international network in which the Bank is a participant;

"ATM Card" means a card issued by the Bank to the Cardmember or Carduser for use solely at an ATM;

"ATM Transaction" means a transaction effected by the use of an ATM Card or the Card through an ATM in accordance with Clause 7;

"ATM Limit" means the maximum permissible limit prescribed by the Bank from time to time for all cash withdrawals and/or any other transactions that a Cardmember or Carduser may effect through an ATM in any one day.

"Bank" means United Overseas Bank Limited, its successors and assigns;

"Card" means a UOB business debit card or any other debit card issued by the Bank pursuant to this Agreement and any substitution, replacement or renewal thereof;

"Cardmember" in relation to a Card, means the person who and which is the applicant for the Card or to whom the Card is issued to;

"Carduser" means any person nominated or authorised by the Cardmember from time to time, and acceptable to the Bank, to be issued with and to operate the Account through the use of the Card.

"Card Limit" means the lower of the Debit Limit or the amount in the Account available for the Cardmember's and Carduser's use;

"Card Transaction" means any payment made, transfer or any amount charged for any goods, services and/or other benefits by, through or from the use of the Card or the Card number appearing on the Card itself or the PIN or in any other manner, including but not limited to online, offline or mail, telephone or facsimile orders or reservations (as may be determined and communicated by the Bank), regardless of whether a sales draft or other voucher or form is signed by the Cardmember or Carduser and whether authorisation has been sought from or given by the Bank and whether with or without the Cardmember's or Carduser's knowledge or authority;

"Daily Limit" means the maximum permissible limit prescribed by the Bank in respect of Total Transactions effected in a day;

"Debit Limit" means the Daily Limit, the POS Limit, ATM Limit and any other maximum permissible limits prescribed by the Bank in connection with the use of the Card, and whether with reference to time periods, types of transaction, types of accounts or with reference to any other factors that the Bank may deem fit or a combination of one or more of the aforesaid factors;

"MasterCard" means MasterCard International Incorporated.

"Participant" means a person who participates in the Privilege Scheme;

"Participating Outlet" means a store, shop, stall or showroom engaged in the marketing, supply, sale and/or provision of any goods and/or services of the Participant;

"PIN" means any personal identification number, password, login identification number, customer identification number, electronic identification signatures or codes chosen by or issued to a Cardmember or Carduser;

“Point of Sales (POS) Limit” means the maximum permissible limit prescribed by the Bank for the use of the Card at merchant’s point of sale terminals in a calendar month.

“POS of Sales (POS) Record” means a record issued by the Bank reflecting the Cardmember’s and/or Carduser’s use of the Card at merchants’ points of sale terminals and the bonus points awarded by the Bank in respect of such use;

“Privilege Scheme” means a system or scheme whereby Cardmembers and Cardusers may use their Cards to enjoy rebates and discounts on goods and services offered by the Participants;

“Statement” means a statement of account issued by the Bank reflecting the Total Transactions;

“Total Transactions” means the sum total of all Card Transactions and ATM Transactions. For the sole purpose of determining the Total Transactions, the use of the Card for an ATM Transaction in accordance with Clause 7 shall be deemed to be a Card Transaction; and

“Total Amount on Hold” means the sum total of the amount in the Account put on hold by the Bank as a result of any Card Transaction, in accordance with Clause 4.1.

- 1.2 Words importing the singular include the plural and vice versa.
- 1.3 Words referring to the masculine also refer to the feminine and neuter gender.
- 1.4 Reference to a person includes reference to an individual, sole proprietor, partnership, company, association or institution.
- 1.5 Reference to a Clause is to a clause of this Agreement.
- 1.6 The headings to the Clauses are for reference only and are not to be taken into consideration in the interpretation of this Agreement.

## **2. THE CARD**

- 2.1 Unless the Cardmember requests to collect the Card personally, the Bank will send the Card by ordinary post or in any other manner to the Cardmember or Carduser at the Cardmember’s and Carduser’s risk.
- 2.2 The Carduser must sign the Card immediately after receiving the Card.
- 2.3 By receiving or signing the Card, (even if the card is not activated), or using the Card, the Cardmember and Carduser have accepted and shall be deemed bound by these terms and conditions. For security reasons, the Card must be activated before it can be used. The Cardmember or Carduser has to follow the instructions set out in the mailer to activate the Card before usage.
- 2.4 The Cardmember and Carduser, and no one else, may use the Card to effect any Card Transaction and/or ATM Transaction during the validity period printed on the Card subject to the terms and conditions of this Agreement.
- 2.5 The Card remains the property of the Bank at all times. At the Bank’s request which may be made at any time, the Cardmember and/or the Carduser must immediately return the Card cut in half to the Bank.
- 2.6 The Cardmember and Carduser shall, under no circumstances and whether with or without the Cardmember’s or Carduser’s knowledge, use or allow the use of the Card to effect any Card Transaction or ATM Transaction which would contravene the laws of any jurisdiction.

## **3. CARD LIMIT**

- 3.1 The Bank may set a monthly Card Limit with respect to the use of the Card and may vary the Card Limit without notice.
- 3.2 Notwithstanding any Card Limit that may be prescribed, the Bank may in its absolute discretion approve any proposed Card Transaction and/or ATM Transaction and allow the Card Limit to be exceeded, even in the absence of any request from the Cardmember and/or Carduser, provided always that the Cardmember and/or Carduser must forthwith pay such amount in excess of the Card Limit.
- 3.3 Where the Bank in its absolute discretion, allows any amount in the Account to be overdrawn for whatsoever reason, the Cardmember and/or the Carduser shall immediately pay on demand such amount overdrawn with interests, as may be prescribed by the Bank from time to time in its absolute discretion, on the same amount overdrawn.
- 3.4 In calculating whether the Card Limit has been exceeded, the Bank may take into account the amount of any Card Transaction and/or ATM Transaction not yet debited to the Account and of any authorisation given by the Bank to a

third party in respect of a prospective Card Transaction and/or ATM Transaction.

- 3.5 The Cardmember and Carduser must not use the Card such that any limit imposed on the Card by the Bank from time to time is exceeded.
- 3.6 The Cardmember and/or the Carduser must notify the Bank promptly in writing of:
- (a) any intention to reside outside Singapore for more than six months;
  - (b) the cessation or suspension of any Carduser's employment with the Cardmember;
  - (c) the cessation or suspension of any Carduser's authority to use the PIN and/or the Card;
  - (d) any change of address of the Cardmember or Carduser; and
  - (e) any other change in the Cardmember's or Carduser's particulars or any other information as may be requested by the Bank from time to time.

#### **4. HOLD ON ACCOUNT**

- 4.1 The Bank may debit or place a hold on the Account for the amount of a Card Transaction either on the day it is presented to the Bank for payment (including without limitation a presentation by electronic means) or on the day the Bank receives notice of the Card Transaction, whichever is earlier. If a merchant or establishment requests for an authorisation of a Card Transaction, the Bank may place a hold on the Account for the amount of the Card Transaction. If the amount of the Card Transaction is posted to the Account before the hold expires, the balance available to the Cardmember in the Account shall be reduced by such amount of the Card Transaction that the Bank place on hold. The Cardmember may not stop payment on a Card Transaction nor use any amount placed on hold. For the avoidance of doubt, the amount placed on hold in respect of any Card Transaction:
- (a) shall not be treated as conclusive of the amount of the Card Transaction that would eventually be debited to the Account and in particular, for Card Transactions denominated in a currency other than Singapore dollars; and
  - (b) shall not be deemed that the Bank has converted the Card Transaction amount into Singapore dollars on the day that the amount was placed on hold.

It is hereby expressly agreed that the Bank shall be at liberty to convert such amount to Singapore dollars at such time and at such rate of exchange as the Bank may determine in accordance with its usual practice.

- 4.2 The Bank shall have absolute discretion to place such amounts as are referred to in Clause 4.1 on hold for such periods as it deems fit. Upon the expiry of such periods as it determines, the Bank shall:
- (a) debit such amounts on hold to the Account if the Card Transactions in connection of which the amounts were placed on hold were presented to the Bank for payment; or
  - (b) credit such amounts placed on hold back to the Account if the Card Transactions in connection of which the amounts were placed on hold were not presented to the Bank for payment,

provided always that the Bank shall have the discretion to continue to place such amounts on hold if it is of the opinion that such Card Transactions would be presented for payment within a reasonable time. For the avoidance of doubt, the Bank's right to debit the Account in respect of any Card Transaction shall not be limited to the amount that was placed on hold in connection with that Card Transaction. It is hereby expressly agreed that the Bank shall be entitled to debit the Account for the full amount of the Card Transaction and if the amount of any Card Transaction is denominated in a currency other than Singapore dollars, the Bank shall convert the amount to Singapore dollars at such time and such rate of exchange as the Bank may determine in accordance with its usual practice. It is hereby further agreed that the Bank shall have the right to increase at any time the amount that it would hold in respect of any Card Transaction which is denominated in a currency other than Singapore dollars if the Bank is of the view that the amount initially held when converted into that foreign currency would not be sufficient to satisfy payment of that Card Transaction in full.

- 4.3 The Cardmember and/or the Carduser shall not use any of the Total Amount on Hold, notwithstanding any other terms and conditions governing the Account.
- 4.4 The Bank will send a Statement and a POS Record to the Cardmember or the Carduser on a monthly or other periodic basis but the Bank reserves the right not to send any Statement or POS Record for any period during which the Account is inactive. For the avoidance of doubt, it is hereby agreed that the Statement shall be evidence of the state of account between the Cardmember and the Bank and the terms and conditions for the operation of the Account shall apply in respect thereof (including but not limited to the terms governing the Cardmember's duty to verify the Statement and the conclusive evidence clause (if any) and that the POS Record is meant solely for the Cardmember's information and shall not be treated as a statement of account between the Bank and the Cardmember).
- 4.5 The Bank will only credit the Account with refunds made by any merchant or establishment in relation to any Card Transaction after the Bank receives a properly issued credit voucher.
- 4.6 Card transactions in foreign currencies other than US and AUD dollars, will be converted into US dollars before being converted into the Card billing currency based on the prevailing exchange rate determined by the relevant

card associations. MasterCard debit card transactions in foreign currencies will be subject to an administrative fee of 2.5% or such other amount determined by the Bank and the card associations. All MasterCard transactions effected in Singapore dollars and processed overseas are subject to an additional fee of 0.8% or such other amount as the Bank may determine.

## **5. BANK'S DISCRETION**

- 5.1 The Bank is entitled, at any time in its absolute discretion and without giving prior notice or reason, to refuse to approve any proposed Card Transaction or ATM Transaction notwithstanding that the Card Limit would not be exceeded.
- 5.2 The Bank is entitled, in its absolute discretion without prior notice and without giving any reason to:
- (a) suspend the Cardmember's and/or Carduser's right to use the Card entirely or in respect of specific facilities or transactions; and/or
  - (b) refuse to re-issue, renew or replace the Card, without, in any case, affecting the obligations of the Cardmember or Carduser under this Agreement which will continue in force and there will be no refund of any annual fees or other fees paid if the right to use the Card is so suspended by the Bank or if the Card is not so renewed or replaced.
- 5.3 Without prejudice to other provisions of this Agreement, the Bank reserves the right, at any time, in its absolute discretion and without prior notice and without giving any reason, to introduce, amend, vary, restrict or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with the use of the Card and/or this Agreement.

## **6. CHARGES**

- 6.1 The Bank may, at its discretion, charge and debit to the Account:
- (a) a joining fee or an annual fee for the issue and renewal of the Card;
  - (b) a replacement fee for the Card;
  - (c) a flat ATM Commission Fee (also known as "International ATM Withdrawal Charges) for each withdrawal transaction at any overseas ATMs;
  - (d) an administrative fee for the production or retrieval of any document of and relating to the Account and/or Card;
  - (e) a cancellation fee/charge for "no show reservations" in respect of any travel, airline or hotel reservation secured through the use of the Card that is subsequently cancelled or unfulfilled; and/or
  - (f) any fees and/or charges for any service or facility provided or action taken by the Bank in connection with the Account and/or Card.
- 6.2 The amount of fees and charges payable by the Cardmembers shall be decided by the Bank and may change from time to time.
- 6.3 All charges payable under this Agreement are payable as well after as before judgement.
- 6.4 The Cardmember shall be liable to pay for all goods and services tax all other taxes Imposed on or payable In respect of any amount incurred on or debited to the Account, and the Bank is entitled to debit the amount of such tax(es) to the Account.
- 6.5 The Bank is entitled to debit the Account at any time in respect of any sum howsoever due and owed to the Bank by the Cardmember whether in respect of a Card Transaction, an ATM Transaction, fees or charges or otherwise and notwithstanding that the Account would be overdrawn as a result.

## **7. PIN AND USE AT ATMS**

- 7.1 If a PIN is issued to the Cardmember and/or Carduser to allow the Cardmember and/or Carduser to use the Card at any ATM, the following additional terms apply:
- (a) the PIN may be collected by the Cardmember or Carduser or sent by post or in any other manner to the Cardmember or Carduser at the Cardmember's sole risk;
  - (b) the Cardmember or Carduser must not disclose the PIN and must take all care to prevent the PIN from becoming known, to any other person;
  - (c) As no one can use the Card at an ATM without the PIN, the Cardmember and the Carduser are liable for all Card Transactions and ATM Transactions effected by the use of the Card at any ATM whether or not such use is authorised by or known to the Cardmember and/or the Carduser.
  - (d) without prejudice to the generality of Clause 17, where the Card or the PIN issued to the Cardmember or Carduser is used to effect transactions or to obtain facilities, benefits or services which could also be effected or obtained by the use of an ATM Card at any ATM and any other card operated machine or device, the Card is deemed to be an ATM Card for such purposes and the terms and conditions in respect of the use of the ATM Card then prevailing will govern all such transactions, facilities or services so effected or obtained;

- (e) the amount of any ATM Transaction, if denominated in a currency other than Singapore dollars, will be converted to Singapore dollars at such time and rate of exchange determined by the Bank in accordance with its usual practice, before being debited to the Account; and
- (f) the Bank is entitled, in its absolute discretion, to change, de-activate or revoke the use of the PIN at any time without giving any reason whatsoever and without prior notice to the Cardmember or Carduser.

## **8. JOINT ACCOUNT**

- 8.1 Where the Account is in joint names, the Bank may issue the Card to any person who can operate the Account alone.
- 8.2 The Bank may put a hold on the Account and/or debit the Account in accordance with Clause 4, even if the joint Account instructions are varied or terminated, until all Cards issued by the Bank under this Agreement have been validly terminated in accordance with Clause 10.
- 8.3 All the joint Account holders are jointly and severally liable to the Bank for any use of the Card under this Agreement.

## **9. LOSS OR THEFT OF CARD / DISCLOSURE OF PIN**

- 9.1 The Cardmember and Carduser must safeguard the Card and must ensure the PIN is not disclosed to any person.
- 9.2 If the Card is lost, stolen or not received or if the PIN is disclosed, the Cardmember's liability shall not be held liability provided:
  - (a) the Cardmember or Carduser immediately notify and give the Bank written notice of the loss or theft or disclosure of the PIN; and
  - (b) the Cardmember or Carduser assist in the recovery or stop the use of the Card; and
  - (c) the Cardmember or Carduser furnishes to the Bank on request, a statutory declaration in such form as the Bank may request, a police report and any other document or information as the Bank and/or the police may require; and
  - (d) the Bank is satisfied that such loss, theft or disclosure is not due to the Cardmember's or Carduser's negligence, fraudulent act or default.
- 9.3 The Cardmember or Carduser who notifies the Bank that its/his Card has been lost, stolen or PIN disclosed shall not be liable for any Card Transaction effected after the Bank has received its/his notification of such loss, theft or disclosure.
- 9.4 If the lost or stolen Card is recovered, the Cardmember or the Carduser must immediately return the Card to the Bank cut in half without using it.
- 9.5 The Cardmember and Carduser must not use the PIN after reporting to the Bank that the PIN has been disclosed.
- 9.6 The Bank may, in its absolute discretion, issue a replacement Card or a new PIN upon such terms and conditions as the Bank may deem fit, and the Bank reserves the right to charge a handling fee.

## **10. TERMINATION**

- 10.1 The Cardmember or the Carduser, if acceptable to the Bank, may terminate the use of any Card by giving the Bank written notice of termination and returning to the Bank the Card cut in half, whereupon the use of the Card will be terminated.
- 10.2 The Bank may at any time in its absolute discretion without notice and without giving any reason terminate the use of the Card. Without prejudice to the generality of the foregoing, the Bank may terminate the use of the Card, upon the occurrence of any one or more of the following events:
  - (a) appointment of a receiver, judicial manager or trustee over any of the assets of the Cardmember;
  - (b) the Cardmember entering or proposing to enter into a scheme of arrangement or other similar proceedings;
  - (c) the bankruptcy, winding-up, insolvency, dissolution of business or death or incapacity of the Cardmember or the Carduser (as the case may be); and/or
  - (d) any breach by the Cardmember or Carduser of this Agreement;
  - (e) termination of the Carduser's employment with the Cardmember; and/or
  - (f) any change in the financial condition or legal entity status of the Cardmember.
- 10.3 If the use of the Card is terminated by the Bank for any reason, the Cardmember or the Carduser must forthwith return the Card to the Bank cut in half.
- 10.4 There will be no refund of any annual or other fees payable upon the termination of the Account for any reason.
- 10.5 The Cardmember's and Carduser's obligations under this Agreement will continue notwithstanding the termination

of the use of the Card or closure of the Account by any party for any reason. The Bank shall remain entitled to debit the Account or other account(s) of the Cardmember maintained with the Bank, with outstanding charges and/or Card Transactions that are carried out before or after termination of the Card and/or the Account. Until such charges and/or transactions are paid in full, the Cardmember and the Carduser shall remain liable to the Bank.

## **11. EXCLUSION OF LIABILITY**

- 11.1 (a) The Bank is not responsible for products, goods or services supplied by any merchant, establishment, the Participant or Participating Outlet or the performance of any contract or quality of products, goods and services supplied pursuant to or in relation to any Card Transaction and/or ATM Transaction. Cardmembers and Cardusers are to seek redress directly from such merchant, establishment, the Participant or Participating Outlet in respect of such goods or services.
- (b) The liability of the Cardmember owing to the Bank is not affected by any dispute or counterclaim or right of set-off which the Cardmember or Carduser may have against such merchant, establishment, the Participant or Participating Outlet. In particular, the Bank shall be entitled to debit the Account in respect of any Card Transaction and/or ATM Transaction notwithstanding the incomplete or non-performance of any contract, or incomplete or non-delivery of or any defect in any products, goods or services obtained pursuant to that Card Transaction or ATM Transaction.
- (c) The Cardmember and Carduser will not hold the Bank or any card brands with which the Bank has a contractual relationship (including but not limited to MasterCard) responsible for the availability, use, act, omission, loss or damage suffered howsoever arising from and in connection with the use of any medical, legal or transportation service.
- 11.2 The Bank shall not be responsible or liable in any way to the Cardmember or Carduser for any inconvenience, loss, damage, cost or expense of any nature or embarrassment or injury suffered or incurred by the Cardmember or any Carduser or any third party resulting from, arising out of or in connection with any of the following:
- (a) if any merchant, establishment, the Participant or Participating Outlet refuses to accept or honour the Card for any reason;
- (b) any refusal by the Bank to authorise or approve any Card Transaction or ATM Transaction;
- (c) if the Cardmember or Carduser is deprived of the use of any services, machinery, equipment, products and/or systems (whether electronic, telecommunicative or otherwise) as a consequence of any action by the Bank or any merchant, establishment, the Participant or Participating Outlet;
- (d) if the Bank is unable to perform its obligations under this Agreement due, directly or indirectly, to the failure defect or malfunction of any machine, system of authorisation, data processing or communication system or transmission link or any industrial dispute, war, Act of God or anything outside the control of the Bank, its servants or agents;
- (e) any damage to or loss of or inability to retrieve any data or information that may be stored in any microchip or circuit howsoever caused or any failure in the performance or function or breakdown or disruption of any of the Bank's computers (whether hardware or software), machinery, equipment, products and/or systems (whether electronic, telecommunicative or otherwise) maintained by, used for, by the Bank or in connection with the Bank's business or otherwise whatsoever, including but not limited to the failure or inability of such computers, machinery, equipment, products and systems or any one or more of them to accept, recognise, store, process and/or transmit dates or data with respect to dates;
- (f) any injury to the credit, character and reputation of the Cardmember or Carduser in and about any repossession of the Card or any request for its return; and
- (g) the unauthorised use of the Card and/or Account or any facilities in connection therewith, any Card Transaction or ATM Transaction effected by an unauthorised person.
- 11.8 Without prejudice to the generality of the provisions of this Clause 11, the Bank is not liable in any way to the Cardmember or Carduser for any inconvenience, loss, damage or embarrassment of any nature due to or arising from:
- (a) any delay in the release of any amount placed on hold on the Account;
- (b) any failure by the Bank to honour cheques drawn or follow payment instructions (including but not limited to GIRO or other standing payment instructions) given by the Cardmember or Carduser or anyone due to insufficient available balance in the Account which but for the amount placed on hold or the delay in releasing the hold, would have a sufficient available balance to honour such cheques or follow such payment instructions;
- (c) any hold placed on the Account upon receipt of a request for authorisation of a Card Transaction or notice of a Card Transaction or ATM Transaction or a request for payment was presented to the Bank (including but not limited to a presentment by electronic means) notwithstanding that such requests or notices were unauthorised or forged or that the Card Transaction or ATM Transaction was not carried out or was rescinded.

## **12. CARDMEMBER'S RESPONSIBILITIES**

- 12.1 The Cardmember shall, and shall ensure that every Carduser shall at all times comply, observe and discharge all the Carduser's obligations under this Agreement. The Cardmember agrees to be fully and solely liable and

responsible for all acts, omissions, fraud, negligence or default of each and every Carduser.

- 12.2 The Cardmember shall be liable and pay to the Bank on demand the balance due to the Bank on the Card and/or the Account, Including but not limited to all charges effected or debited to the Account In accordance with this Agreement or any other agreement between the Cardmember (whether alone, or jointly with any other person or persons) and the Bank.

### **13. VARIATION OF THIS AGREEMENT**

- 13.1 The Bank may vary the terms of this Agreement at any time in such manner as the Bank may select and such changes may be notified to the Cardmember or Carduser by the Bank either in writing or by publication thereof or by any other means or manner as the Bank may select and such changes so notified will be binding on the Cardmember and Carduser, effective from the date specified by the Bank.
- 13.2 If the Cardmember does not accept any such changes, the Cardmember may, within 7 days after the Bank has given such notice, terminate the use of the Card in accordance with Clause 10.
- 13.3 If the Cardmember or Carduser retains or uses the Card after the Bank has given notice of any changes in this Agreement, the Cardmember and Carduser are deemed to have accepted and agreed to such changes without reservation.

### **14. CONSENT TO DISCLOSURE OF INFORMATION**

- 14.1 The Cardmember agrees that the Bank is entitled, in its absolute discretion, at any time and without notice or liability, to disclose any particulars of the Account, any Card Transaction and ATM Transaction, any other information in relation to the Cardmember and/or the Cardmember's and/or Carduser's use of the Cards to:
- (a) any Participant or merchant or establishment which accepts the Card;
  - (b) any member of MasterCard or any debit card companies;
  - (c) any of the Bank's related companies or corporations, representative offices, branches (wheresoever situate), its agents, servants, correspondents, independent contractors and/or associates; and
  - (d) any bank or financial institution;
  - (e) any person involved in facilitating, effecting or processing the Card Transactions and/or ATM Transactions;
  - (f) any person or organisation engaged providing electronic or other services to the Bank, for the purpose of providing, updating, maintaining and upgrading the services (including any investigation of discrepancies, errors or claims);
  - (g) any person or organisation engaged for the purpose of performance of services or operational functions where these have been outsourced;
  - (h) any agent for the purpose of printing personalized cheque, statements, advices, correspondences or any other related document;
  - (g) any information garnering or processing organisation or consultant or entity conducting surveys or analysis or research or developing system applications for the Bank;
  - (h) any person for the purpose of marketing or promoting any services or products whether by the Bank of any third party;
  - (i) the police or any public officer conducting an investigation;
  - (j) credit card companies and financial institutions in connection with credit card enquiries or use of the ATM Card;
  - (k) any government or quasi-governmental agency or authority or court of the jurisdiction where the Card is used or where a branch of the Bank is located;
  - (l) any person for the purpose of collecting or recovering on the Bank's behalf, or for securing for the benefit of the Cardmember and/or Carduser the benefit, or for the repayment on the Cardmember's and/or Carduser's behalf, any sums of money owing to the Bank from the Cardmember and/or Carduser;
  - (m) to any credit bureau of which the Bank is a member or subscriber or credit reference agents;
  - (n) auditors and professional advisors including lawyers and receiver appointed by the Bank;
  - (o) to Cardmember, Carduser or any person authorised to operate the Account or any guarantor or security provider of the Account;
  - (p) any actual or potential participant or sub-participant relating to any of the Bank's obligations under the banking agreement between the Cardmember and the Bank, or assignee, novatee or transferee;
  - (q) any rating agency, business alliance partner, insurance company, insurer, insurance broker or direct or indirect provider of credit protection; and
  - (r) any other person the Bank considers it in its interest to make such disclosure, (and each of the foregoing persons similarly may disclose to the Bank and to each other) where such disclosure is required by law or where the Bank deems appropriate, necessary or desirable in connection with its provision of services and the enforcement of any rights and/or performance of any obligation in respect of or in connection with the Account and/or this Agreement.
- 14.2 The Cardmember agrees that the signing of the Application by the Cardmember shall constitute the written permission of that Cardmember for any such disclosure for the purposes of Section 47(4)(a) of the Banking Act (Chapter 19) or for any other disclosure imposed by law. The Bank's rights under this Clause 14 shall be in addition to and shall not prejudice other rights of disclosures under the Banking Act (Chapter 19).

## **15 CONCLUSIVENESS OF DOCUMENTS**

- 15.1 Any document relating to any Card Transaction bearing the signature of the Carduser shall be conclusive evidence of the fact that the Card Transaction therein stated or recorded was authorised and properly made or effected by the Carduser.
- 15.2 If the Cardmember does not notify the Bank in writing of any inaccuracy or error in the Statement within 14 day of the receipt or deemed receipt of such Statement, it shall constitute conclusive evidence that:
- (a) every Card transaction and ATM Transaction stated therein has been effected by the Carduser and duly approved by the Cardmember; and
  - (b) every charge stated therein, every amount debited therein has been validly and properly incurred or debited in the amount stated therein.
- 15.3 Nothing in this Clause 15 shall prevent the Bank from rectifying any errors, omissions in any Statement or advice and any such amended Statement or advice shall be binding on the Cardmember.

## **16. PRIVILEGE SCHEME**

- 16.1 The Card may carry various Privilege Schemes, rewards programme, benefits or privileges from time to time on the Cardmember's and Carduser's use or purchase of goods or services from establishments participating in various schemes. The Bank reserves the right to add, modify or cancel such benefits or privileges from time to time.
- 16.2 Notwithstanding anything herein, the Bank shall not at any time be responsible or be held liable for the Cardmember's and Carduser's purchase of goods or services from the establishments participating in the Privilege Scheme.

## **17. GENERAL**

- 17.1 The Bank shall be entitled (but not obliged), at its sole discretion, to rely and act on any communication, requests or instructions which the Bank in its sole opinion believes emanate from the Cardmember (whether orally or in writing and whether in person or over the telephone or by facsimile or other means of telecommunication and whether genuine or with or without the Cardmember's consent or authority), and any action taken by the Bank pursuant thereto shall bind the Cardmember and the Bank shall not be liable to the Cardmember for any loss or damage incurred or suffered by it as a result of such action. The Bank shall not be under any duty to verify the identity of any person communicating purportedly as or on behalf of the Cardmember.
- 17.2 The Cardmember must indemnify and keep the Bank fully indemnified against all claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) suffered, incurred or sustained by the Bank, directly or indirectly, by reason of or in connection with this Agreement, including without limitation:
- (a) any use or misuse of the Card including without limitation all Card Transactions regardless of whether or not authorisation has been sought and/or given; and/or
  - (b) breach of any provision of this Agreement on the part of the Cardmember and/or Carduser; and/or
  - (c) the enforcement or protection of the Bank's rights and remedies against the Cardmember and/or Carduser under this Agreement; and/or
  - (d) an insufficiency of available funds in the Account to meet a request for payment of any Card Transaction or ATM Transaction or settlement of any other liability hereunder. In this respect, the Bank may in its discretion allow the Account to be overdrawn and charge such payment or settlement to the Account together with any interest thereof as the Bank may deem fit; and/or
  - (e) any change in any law, regulation or official directive which may have an effect on the Account and/or this Agreement.
- 17.3 The Bank may in its absolute discretion at any time and without prior demand or notice combine or consolidate any and all account(s) maintained by the Cardmember with the Bank and/or set-off or transfer any sum standing to the credit of any or all such account(s) in or towards the discharge or payment of any and all sums due to the Bank from that Cardmember on any other account including the Account designated hereunder or under this Agreement and the Bank shall be entitled to exercise this right notwithstanding that the balance due to the Bank on any account is not overdue and/or the use of the Card or the Account has not been closed or terminated.
- 17.4 The Bank is entitled to apply any and all payments it receives from or for the account of the Cardmember in such manner and order and to such Card Transaction as it may determine or select regardless of any specific appropriation made by the Cardmember, Carduser or any person making such payment(s).
- 17.5 If any one or more of the provisions of this Agreement or any part thereof is declared to be illegal, invalid or unenforceable under any applicable law, it will not affect the legality, validity or enforceability of the remainder of this Agreement in such jurisdiction or the legality, validity or enforceability of this Agreement in any other jurisdiction.



- 17.6 This Agreement covers the use of the Card issued by the Bank, which is additional to those governing the operation of the Account and any other agreement that the Cardmember has with the Bank governing the use of other facilities or benefits. In the event of inconsistency, this Agreement shall prevail with respect to the use of the Card.
- 17.7 The remedies under this Agreement are cumulative and are not exclusive of the remedies provided by law.
- 17.8 No forbearance or failure or delay by the Bank in exercising any right, power or remedy is to be deemed to be a waiver or partial waiver thereof on the part of the Bank; and no waiver by the Bank of any breach of this Agreement on the part of the Cardmember or the Carduser is to be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 17.9 All Statements, notices, requests, instructions, demands and other communication under this Agreement may be served by personal delivery, ordinary post, facsimile transmission, electronic mail and/or through the Internet or any other electronic medium chosen by the Bank to the Cardmember's or Carduser's last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business), facsimile number, electronic mail address or other contact number or address as may be provided or disclosed to the Bank or its solicitors and/or published in such manner as the Bank may select. All such communication is deemed to have been effectively served on and received by the Cardmember or Cardmember on:
- (a) the date of delivery if delivered by hand; and
  - (b) on the date of transmission if by facsimile transmission, electronic mail or through the Internet or any other electronic medium chosen by the Bank; and
  - (c) on the day immediately after the date of posting if sent by post; and
  - (d) on the date of publication if published.
- 17.10 All Statements, notices relating to the use of any Card or any facilities or benefits relating to any Card or any amendment to this Agreement dispatched to the Cardmember shall be deemed to have been dispatched and received by each and every Carduser at the time when the Cardmember receives or is deemed to have received the same.
- 17.11 The Bank may serve any writ of summons, statement of claim, statutory demand, bankruptcy application or other legal process or document in respect of any action or proceedings under this Agreement required by any relevant law, including without limitation, the rules of court or other statutory provisions, to be served on the Cardmember by personal service, by leaving the same at, and/or sending the same by ordinary post, to the last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) as may be provided or disclosed to the Bank or its solicitors. Such legal process or document is deemed to have been duly served on the Cardmember, even if it is returned undelivered:
- (a) on the date of delivery, if sent by hand and/or left at the last known address; or
  - (b) on the date immediately following the date of posting, if sent by post to an address in Singapore; or
  - (c) on the fifth day following the date of posting, if sent by post to an address outside Singapore.
- Service of such legal process is deemed to be good and effective service of such legal process on the Cardmember and nothing in this Agreement shall affect the Bank's right to serve legal process in any other manner permitted by law.
- 17.12 This Agreement is not assignable or transferable by the Cardmember, but may be assigned or transferred by the Bank.
- 17.13 A person who or which is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any provision of this Agreement.
- 17.14 This Agreement shall be governed by and construed in accordance with the laws of Singapore. The Cardmembers agrees to submit to the exclusive jurisdiction of the Courts of Singapore with respect to any claim or dispute concerning or arising from this Agreement or any Card Transaction or any ATM Transaction.