

UOB PURCHASING CARDMEMBER AGREEMENT GENERAL TERMS & CONDITIONS

DEFINITIONS

1. In these terms and conditions and unless the context otherwise requires:
 - 1.1 **"This Agreement"** means the agreement between the Bank and the Purchasing Cardmember and the Cardholder the terms of which are contained herein and in the Purchasing Card Application;
 - 1.2 **"Bank"** means United Overseas Bank Limited and its successors and assigns;
 - 1.3 **"Cardholder"** in relation to each Purchasing Card means the person named in the Purchasing Card Application as Cardholder and whose name appears on the Purchasing Card;
 - 1.4 **"Card Account"** means each account opened and maintained by the Bank in the name of the Purchasing Cardmember in relation to each Purchasing Card;
 - 1.5 **"Card Transaction"** means any payment for goods and services effected by the Bank pursuant to the use of any Purchasing Card or the use of the Card Account number thereof whether by the Cardholder named thereon or by any other person whether authorised by the Cardholder or otherwise;
 - 1.6 **"Credit Limit"** means such limit as determined and notified to the Bank by the Purchasing Cardmember from time to time as the maximum limit up to which an individual Cardholder is permitted to effect Card Transactions per month;
 - 1.7 **"Daily Spending Limit"** means such limit as determined and notified to the Bank by the Purchasing Cardmember from time to time as the maximum limit up to which an individual Cardholder is permitted to effect Card Transactions per day.
 - 1.8 **"Department"** means such Cardholders as determined and notified to the Bank by the Purchasing Cardmember from time to time as forming a group;
 - 1.9 **"Department Limit"** means such limit as determined and notified to the Bank by the Purchasing Cardmember from time to time as the maximum limit up to which all Cardholders in a Department are collectively permitted to effect Card Transactions per year;
 - 1.10 **"Purchasing Card"** or **"Card"** means any MasterCard or Visa Card issued by the Bank pursuant to a Purchasing Card Application including any reissue, renewal or replacement thereof;
 - 1.11 **"Purchasing Cardmember"** means the applicant in the Purchasing Card Application;
 - 1.12 **"Purchasing Card Application"** means a written application to the Bank in the form prescribed by the Bank as such for the issuance by the Bank of Purchasing Card(s) to each of the person(s) named therein as a Cardholder;
 - 1.13 **"Total Indebtedness"** means the amounts of all Card Transactions (whether authorized or unauthorized by Cardholders, and whether in excess of any limits imposed or not), all interest, fees and charges payable, any other liabilities of the Purchasing Cardmember and/or any of the Cardholder(s) owing or payable to the Bank and all losses and costs (including legal costs on a full indemnity basis) and expenses incurred or suffered by the Bank whether directly or indirectly in enforcing or seeking to enforce this Agreement or arising from the use of any Purchasing Card or the breach of this Agreement.
 - 1.14 **"Merchant Category Code"** means such numerical code assigned to a particular category of merchants classified according to the nature of their business.
 - 1.15 **"Merchant Category Code Check"** means an authorised list of Merchant Category Codes as determined by the Purchasing Cardmember from time to time.
 - 1.16 **"Month"** means a calendar month;
 - 1.17 **"Payment Date"** means the date specified in the Statement for payment of the amount due;
 - 1.18 **"Statement"** means a statement of account rendered by the Bank of the amounts or debits charged or posted by the Bank and the payments received by the Bank on the Card Account for the period therein stated.
 - 1.19 **"Transaction Charge"** means a bank charge, at such rates as may be determined by the Bank from time to time, which is levied on each new Card Transaction posted in the Statement.
 - 1.20 **"Transaction Limit"** means such limit as determined and notified to the Bank by the Purchasing Cardmember from time to time as the maximum limit up to which an individual Cardholder is permitted to effect any one Card Transaction.

Interest will be calculated based on a 365-day year (or 366-day year in a leap year). Words importing the singular number include the plural number and vice versa; words importing the masculine gender include the feminine and neuter gender; words importing a person include also any corporation, organisation, institution or other body of persons whether corporate or unincorporated; the headings to the clauses hereof shall not be deemed to be a part of this Agreement or be taken into consideration in the interpretation or construction thereof.

2. THE PURCHASING CARD

- 2.1 Subject to the other provisions herein contained, the Purchasing Cardmember may request the Bank to issue Purchasing Card(s) to Cardholders.
- 2.2 The Bank reserves the right not to issue any Purchasing Card to any Cardholder without assigning any reason whatsoever and without affecting or diminishing in any way the liability of the Purchasing Cardmember in connection with any Purchasing Card issued under this Agreement.
- 2.3 Every Purchasing Card issued shall remain the property of the Bank and the Cardholder shall upon request at any time promptly return the Bank the Purchasing Card cut into halves.
- 2.4 The Purchasing Card shall be sent by registered post/courier or by hand at the Purchasing Cardmember's risk to the Purchasing Cardmember at the address stated in the Purchasing Card Application, and if so despatched shall be deemed to have been received by the Purchasing Cardmember on the day following the date of despatch. If requested in writing by the Purchasing Cardmember, the Purchasing Card (s) may be collected by the Purchasing Cardmember.
- 2.5 The Purchasing Card must be signed by the Cardholder immediately on receipt and may be used by such Cardholder during the validity period embossed on the Purchasing Card to obtain the facilities, benefits and services from time to time made available by the Bank in respect of the use of the Purchasing Card, subject to the terms of this Agreement current at the time of use and subject to the right of the Bank in its absolute discretion and without prior notice at any time to withdraw the right to use the Purchasing Card for, or to refuse any request for authorisation of, any particular Card Transaction.
- 2.6 The Bank shall be entitled at its absolute discretion to refuse to renew, reissue or replace any Purchasing Card without assigning any reason whatsoever.

3. THE CARD ACCOUNT

- 3.1 The Bank shall open and maintain a separate Card Account for each Purchasing Card.
- 3.2 The Bank shall debit each Card Account with the Total Indebtedness of its respective Cardholder. The Purchasing Cardmember alone shall be liable to pay to the Bank all Total Indebtedness so debited whether or not a transaction voucher is signed by a Cardholder.
- 3.3 The Bank will implement such Daily Spending Limit, Transaction Limit, Credit Limit, Department Limit and/or Merchant Category Code Check in relation to Card Accounts as the Purchasing Cardmember may determine and notify the Bank from time to time. Notwithstanding any limits that may be imposed, the Bank may in its absolute discretion approve any proposed Card Transaction and allow the Indebtedness to exceed any limits that may be imposed even in the absence of any request from the Purchasing Cardmember provided always that the Purchasing Cardmember must forthwith pay such amount in excess of any limits that may be imposed. Notwithstanding any applicable Merchant Category Code Check, the Bank may in its absolute discretion approve any Card Transaction which may infringe the then applicable Merchant Category Code Check even in the absence of any request from the Purchasing Cardmember.
- 3.4 In calculating whether any Daily Spending Limit, Credit Limit and/or Department Limit has been exceeded, the Bank may take into account the amount of any Card Transaction not yet debited to the Card Account and of any authorisation given by the Bank to a merchant or any other third party in respect of a prospective Card Transaction.
- 3.5 The amount of any Card Transaction if denominated in a currency other than Singapore Dollars shall be converted to Singapore Dollars at such time and rate of exchange as the bank in its absolute discretion determines in accordance with its usual practice before the amount of the Card Transaction is debited to the Card Account. All overseas transactions will be subjected to a Bank charge of 1.5% (or such other rate as determined by us from time to time) plus any other fees levied by Visa/MasterCard/JCB International. All MasterCard card transactions effected in Singapore dollars and processed overseas are levied an additional fee of 0.8% by MasterCard International Incorporated.
- 3.6 The Bank will in the normal course send a monthly consolidated Statement to the Purchasing Cardmember which will show the balance outstanding in each Card Account and a monthly statement to the Cardholder which will show the balance outstanding in the Cardholder's Card Account.
- 3.7 The Bank will only credit the card Account with refunds made by any merchant or establishment in relation to any Card Transaction after the Bank receives a properly issued credit voucher.
- 3.8 Without prejudice to other provisions of this Agreement, the Bank reserves the right, at any time, in its absolute discretion and without notice and without giving any reason, to introduce, amend, vary, restrict or withdraw all or any of the benefits, services and privileges in respect of or in connection with the Card Account and/or this Agreement.

4. CARD TRANSACTIONS

The Bank may, at any time in its absolute discretion and without assigning any reason, refuse to approve any proposed Card Transaction notwithstanding that the total debit balance on the Card Account at such time would not have exceeded the Daily Spending Limit, Transaction Limit, Credit Limit and/or Department Limit, if any, and which would not have infringed the Merchant Category Code Check, then applicable to the Card Account if the amount of such Card Transaction was debited thereto.

5. PAYMENTS

5.1 Payment of the Total Indebtedness specified in the Statement must be made by the Purchasing Cardmember to the Bank within thirty (30) days of the Statement Date.

5.2 All Total Indebtedness will be immediately payable in full:-

- (a) if the Purchasing Cardmember is unable to pay its debts when they become due; or
- (b) if the Purchasing Cardmember proposes a voluntary arrangement with his creditors or is unable to pay his debts within the meaning of the Bankruptcy Act, 1995 or if any resolution is passed, or a petition is presented against the Purchasing Cardmember for bankruptcy, liquidation, winding up or dissolution or for the appointment of a judicial manager, or a liquidator, receiver, trustee, judicial manager or similar official is appointed of all or a substantial part of its assets or if execution or any form of action is levied or taken against any of its assets or if execution or any form of action is levied or take against any of its assets; or
- (c) on termination of this Agreement; or
- (d) at the Bank's discretion if there is any breach of this Agreement by the Purchasing Cardmember and/or any Cardholder.

5.3 Any payment to the Bank will only take effect when credited to the Card Account.

5.4 The Bank shall be entitled to appropriate to any Card Account any payment received by the Bank from the Purchasing Cardmember notwithstanding any specific appropriation by the Purchasing Cardmember. Payments and credits to the Card Account will be applied by the Bank in satisfaction of all Indebtedness in such order of priority as the Bank shall think fit.

5.5 Notwithstanding (and without prejudice to) the other provisions of this Agreement, the Purchasing Cardmember shall pay forthwith on demand by the Bank at any time:-

- (a) any and all charges and debits which may be incurred on or posted in any and all the Card Accounts opened and maintained by the Bank in the name of the Purchasing Cardmember pursuant to this Agreement;
- (b) the total sum which may be owing to the Bank on any and all the Card Accounts at such time; and
- (c) interest thereon at the rate specified in this Agreement calculated in accordance with this Agreement.

5.6 (a) All payments provided by this Agreement to be paid by the Purchasing Cardmember are to be made in Singapore Dollars.

(b) If any payment under or in connection with this Agreement is received or recovered by the Bank (as the case may be) in a currency other than Singapore Dollars, then to the extent that the amount so received or recovered in that other currency, when converted at such time and rate of exchange as the bank in its absolute discretion determines in accordance with its usual practice, is less than the Singapore Dollar amount expressed to be due and payable to the Bank under this Agreement, the Purchasing Cardmember must fully indemnify the Bank against any loss sustained by the Bank as a result thereof.

5.7 (a) All payments provided by this Agreement to be paid by the Purchasing Cardmember must be made in full without any deduction or withholding (whether in respect of set-off, counter-claim, duties, taxes or otherwise) unless such deduction or withholding is required by law.

(b) If a deduction or withholding is required by law, the Purchasing Cardmember must immediately pay to the Bank an additional amount such that the net amount received and retained by the Bank equals to what it would have received and retained had no such deduction or withholding been made.

(c) Without prejudice to the generality of the foregoing, the Purchasing Cardmember must pay any goods and services tax and/or any other taxes and levies which may be imposed by law or required to be paid in respect of any monies payable to or received or receivable or any expenses incurred by the Bank (except to the extent prohibited by law); and the Bank is entitled to debit the same to the Card Account.

6. INTEREST AND OTHER CHARGES

6.1 Without prejudice to the Bank's other rights and remedies, if the outstanding balance in a Statement is not paid in full within thirty (30) days of the Statement Date, the Bank may charge and debit to the Card Account interest on:-

- (a) the outstanding balance in the Statement from the date of the Statement until the date when any repayment(s) is/are credited to the Card Account ["Partial Payment Date"];

- (b) the outstanding balance less any partial payment(s) from the day after any Partial Payment Date until the date of the next Statement or the date all outstanding balances are paid in full, whichever is earlier;
 - (c) the amount of every Card Transaction and Finance Charges effected after the date of the Statement from the date each Card Transaction was effected or the date each such amount was posted to the Card Account, as the Bank may elect, until the date of the Next Statement or the date all such amounts are paid in full, whichever is earlier. Interest shall accrue daily at the rate of 24% per annum (subject to a minimum charge of S\$2.50) or at such other rate as the Bank may from time to time determine without notice.
- 6.2 If the Purchasing Cardmember fails to make payment of all outstandings within thirty (30) days of the Statement Date, the Bank is entitled to charge a late charge of S\$45 per month.
- 6.3 The Bank shall be entitled upon seven (7) days notice to charge and debit to each Card Account :
- (a) a joining fee and/or an annual service fee for the Purchasing Card(s) at such rate or rates as the Bank may prescribe;
 - (b) an administrative fee of such amount as the Bank may prescribe from time to time for the production of any statements, records, drafts, vouchers or other documents relating to the use of the Purchasing Card or any entry in the Card Account.
 - (c) a Transaction Charge on all new Card Transactions appearing in the Statement.
 - (d) a cheque processing fee for any dishonoured cheque;
 - (e) GIRO fee for any GIRO payment which is rejected for any reason;
 - (f) an administrative fee for the production or retrieval of any document of and relating to the Card Account; and/or
 - (g) a “No Show” charge equivalent to the rate charged by the establishment for one night’s lodging for each room reserved if you have used the credit card reservation service to reserve any accommodation at the establishment and failed to arrive before check-out time the day following the scheduled arrival or if you fail to cancel the reservation prior to 6 p.m. (local time at the establishment) on the scheduled arrival date.
- 6.4 All fees, interests and charges payable under this Agreement by the Purchasing Cardmember are of such amounts and/or levied at such rates as the Bank may determine in its absolute discretion and are subject to change by the Bank at any time and from time to time without notice and without giving any reason. The Bank reserves the right to levy any fee or charges for any service provided or actions taken by the Bank in relation to or in respect of the Card Account and/or this Agreement.
- 6.5 All interests and charges payable under this Agreement are payable as well after as before judgement.

7. LOSS OR THEFT OF CARD

- 7.1 The Cardholder shall not part with possession of and shall not allow any person to use the Purchasing Card issued to him.
- 7.2 The Cardholder shall exercise all possible care to ensure the safety and security of the Purchasing Card. If the Purchasing Card is lost or stolen, the Cardholder shall immediately notify the Bank and give the Bank written confirmation of the loss or theft within seven (7) days. The Purchasing Cardmember and the Cardholder shall assist in the recovery of any missing Purchasing Card and shall at the request of the Bank furnish to the Bank a statutory declaration in such form as the Bank may require, a police report and any other information as the Bank and/or the police may require. The Purchasing Cardmember shall be liable for all unauthorised Card Transactions effected before the Bank’s receipt or written confirmation of the loss of theft or disclosure.
- 7.3 If any lost or stolen Purchasing Card is recovered after a replacement has been issued, the Purchasing Cardmember or the Cardholder shall immediately return the Purchasing Card cut in halves to the Bank without using it.
- 7.4 The Bank may at its absolute discretion issue a replacement Purchasing Card upon the same terms and conditions as for the original Purchasing Card or upon such other or additional terms and conditions as the Bank may deem fit, and the Bank reserves the right to charge a handling fee to the Card Account at such rate as the Bank may deem fit.

8. WITHDRAWAL OF USE OF THE CARD

The Bank may at any time without notice and without assigning any reason whatsoever refuse to re-issue, renew or replace any Purchasing Card or cancel or suspend the use of any and all Purchasing Cards without in any case affecting the obligations of the Purchasing Cardmember or the Cardholder under this Agreement and upon such cancellation or suspension:-

- (a) the Cardholder shall cut into halves and forthwith return the Purchasing Card affected by such cancellation or suspension to the Bank; and
- (b) the Bank shall not be obliged to refund any joining or annual service fee debited to the Card Account relating to the Purchasing Card Provided Nevertheless that such refusal to re-issue, renew or replace any Purchasing Card or cancellation or suspension of the Purchasing Card shall not affect the Bank’s right to debit the Card Account in respect of any Card Transaction effected prior to the return of the Purchasing Card.

9. TERMINATION

- 9.1 The Purchasing Cardmember shall not be entitled to terminate this Agreement until the expiry of 24 months from the date of this Agreement and thereafter the Purchasing Cardmember may terminate this Agreement by six (6) months written notice to the Bank and such termination shall only be effective on receipt by the Bank of all Purchasing Cards issued cut in halves and the payment of all Indebtedness under this Agreement. Until such termination, the Bank may re-issue Purchasing Cards from time to time for use in accordance with this Agreement.
- 9.2 The Bank may at any time in its absolute discretion without notice and without giving any reason terminate this Agreement and/or any Card/Card Account. Without prejudice to the generality of the forgoing, the Bank may terminate this Agreement and/or any Card/Card Account upon the occurrence of any one or more of the following events:
- (a) the insolvency of the Purchasing Cardmember or bankruptcy, death or incapacity of the Cardholder; and/or
 - (b) any breach or default by the Purchasing Cardmember and/or Cardholder of any terms of this Agreement; and/or
 - (c) any change in the financial condition of the Purchasing Cardmember and/or Cardholder; and/or
 - (d) if at any time the Bank is of the view, which it may in its absolute discretion decide, that this Agreement is not commercially viable.
- 9.3 The Purchasing Cardmember may terminate the use of any one or more Purchasing Card at any time by returning it cut into halves to the Bank. Notwithstanding that the use of one or more of the Purchasing Cards is terminated, this Agreement shall continue in force and the Purchasing Cardmember shall continue to be liable for any liabilities incurred on the Card Accounts thereafter by the remaining Cardholders.
- 9.4 There will be no refund of the joining fee, annual fee or transaction charge or any part thereof upon the termination of this Agreement or Card/Card Account by any party for any reason.

10. EXCLUSION

- 10.1 The Bank shall not be responsible for the goods or services supplied by any merchants or establishment pursuant or in relation to any Card Transaction or the quality or performance thereof. No claim by any Purchasing Cardmember or Cardholder against merchants or establishment or third party may be the subject of a defence or counterclaim against the Bank. The liability of the Purchasing Cardmember owing to the Bank is not affected by any dispute or counterclaim or right of set-off which the Purchasing Cardmember and/or Cardholder may have against such merchant or establishment.
- 10.2 The Bank shall not be liable in any way if any merchant or establishment refuses to accept or honour any Purchasing Card for any reason whatsoever notwithstanding that such refusal may be attributable to the Bank's failure or refusal to authorise or approve any proposed Card Transaction.
- 10.3 The Bank shall not be liable for any event or occurrence beyond the reasonable control of the Bank its servants or agents, including but not limited to:-
- (a) the breakdown or failure of any machine, data processing or computer or communication system or transmission link for any reason whatsoever; or
 - (b) any industrial dispute, war, riots, or acts of God; or
 - (c) unauthorized use of a Purchasing Card
- 10.4 The Purchasing Cardmember shall be liable for any Card Transaction exceeding the Daily Spending Limit, Credit Limit, Transaction Limit and/or Department Limit, as a result of :-
- (a) the Card Transaction being approved inadvertently by the Bank;
 - (b) the effecting of any Card Transaction via imprinters or any other offline mode;
 - (c) a breakdown in the computer system; or
 - (d) the effecting of any Card Transaction in infringement of the Merchant Category Code check.
- 10.5 The rights of a Purchasing Cardmember or the Cardholder against the Bank hereunder may not be assigned or otherwise disposed of.
- 10.6 Without prejudice to the generality of the foregoing, the Bank shall not be liable in any way to the Cardmember for any inconvenience, loss, damage or embarrassment of whatsoever nature due to or arising from 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.
- 10.7 The Bank is liable in any way for any injury to the credit, character and reputation of the Purchasing Cardmember and/or Cardholder in and about any repossession of the Card or any request for its return.
- 10.8 Without prejudice to the other provisions of this Agreement, the Bank is not liable in any way to the Purchasing Cardmember and/or Cardholder for any other loss, damage, cost or expense of any nature arising out of or in connection with the Card/Card Account and/or this Agreement.

11. STATEMENT

- 11.1 The Bank's record of all transactions processed shall be conclusive and binding upon the Purchasing Cardmember for all purposes whatsoever.
- 11.2 The Purchasing Cardmember shall be obliged to check the correctness and accuracy of the Statement and, if no written objection is received by the Bank within fourteen (14) days of the Statement Date, then, at the end of the said 14 days, the Statement as provided by the Bank shall be conclusive evidence, without any further proof, that, except as to any alleged errors so notified, the Statement contains all credits that should be contained therein and no debits that should not be contained therein and all the entries therein are correct and further the Purchasing Cardmember shall be bound by such entries in the Statement, and deemed to have waived any right to raise objections or to pursue remedies against the Bank in relation thereto and the Bank shall be free from all claims in respect of the Statement. Notwithstanding the foregoing, the Bank reserves the right upon giving notice to the Purchasing Cardmember to add to and/or alter the entries in the Statement in the event of missing and/or incorrect entries or amounts stated therein.
- 11.3 If the Bank is unable to produce or send a Statement to the Purchasing Cardmember for any reason, the Purchasing Cardmember's liability for interest will continue and for the purpose of calculating interest and establishing the date on which payment is due, the Bank may select a date each month as the Statement date.

12. VARIATION OF THIS AGREEMENT

- 12.1 The Bank may in its absolute discretion vary the terms of this Agreement from time to time. Any such variation shall be notified to the Purchasing Cardmember and the Cardholder by the Bank either in writing or by publication thereof by such means as the Bank may select and a variation so notified shall be binding on the Purchasing Cardmember and Cardholder, regardless of whether the Purchasing Cardmember and/or Cardholder receives actual notice thereof.
- 12.2 If the Purchasing Cardmember does not accept any such variation, the Purchasing Cardmember shall forthwith notify the Bank in writing accordingly and cut into halves and return every Purchasing Card and pay all Indebtedness within 7 days of the Bank's notification of such variation, failing which, the Purchasing Cardmember shall be deemed to have accepted and agreed to such variation without reservation Provided Always that in the event the Purchasing Cardmember should so return every Purchasing Card to the Bank and pay all Indebtedness within the said period of 7 days, the Bank shall nevertheless be entitled to debit the Card Account in respect of any Card Transaction effected prior to such return of the relevant Card but which had not been posted or debited to the Card Account at the date of the said payment by the Purchasing Cardmember, and to charge to and debit from the Card Account all charges and fees in accordance with this Agreement until all Indebtedness has been fully paid.
- 12.3 If the Cardholder does not accept any such variation, the Cardholder shall forthwith notify the Bank in writing accordingly and cut into halves and return the Purchasing Card issued to him, within 7 days of the Bank's notification of such variation, failing which, both the Purchasing Cardmember and the Cardholder shall be deemed to have accepted and agreed to such variation without reservation Provided Always that in the event the Cardholder should so return the Purchasing Card to the Bank and the Purchasing Cardmember pays all Indebtedness within the said period of 7 days, the Bank shall nevertheless be entitled to debit the Card Account in respect of any Card Transaction effected prior to such return of the Card but which had not been posted or debited to the Card Account at the date of the said payment by the Purchasing Cardmember, and to charge to and debit from the Card Account all charges and fees in accordance with this Agreement until all Indebtedness has been fully paid.

13. RIGHT OF SET-OFF AND COMBINATION

- 13.1 The Bank is entitled in its absolute discretion, at any time and without notice or liability, to combine or consolidate the Card Account with any other accounts maintained by the Purchasing Cardmember with the Bank (wherever situated, including those in overseas branches, and whether such other account is current, savings, time-deposit (whether or not the deposit has matured) or otherwise) and set-off or transfer any monies standing to the credit of such other accounts in or towards the full or partial discharge or any sum due from or owed by the Purchasing Cardmember to the Bank.
- 13.2 Where such combination, consolidation and/or set-off requires the conversion of the currency into another, the Bank is entitled to effect such conversion at such time and rate of interest as the bank may determine in its absolute discretion and the Purchasing Cardmember must bear all exchange risks, losses, commission and other bank charges which may thereby be incurred.

14. DISCLOSURE OF INFORMATION

- 14.1 The Purchasing Cardmember and each Cardholder agrees that the Bank may in its absolute discretion at any time and without notice and liability disclose to:-

- (a) any merchant or establishment which accepts the Purchasing Card;
 - (b) any bank, financial institution or government authority; and
 - (c) any credit bureau of which the Bank is a member and/or any other member of such credit bureau
 - (d) any party involved in facilitating, effecting or processing the Card Transactions and/or Statements including but not limited to any party which has granted the Bank a licence to use its system to facilitate, effect or process the Card Transactions and/or Statements, (and each of the foregoing persons similarly may disclose to the Bank and to each other) full particulars of any Card Account or Card Transaction and any other information in relation to the Purchasing Cardmember and/or the Cardholder or the use of the Purchasing Card :-
 - (i) to enable transactions to be facilitated, effected or processed or investigations of whatsoever nature to be made : or
 - (ii) whenever the Bank considers it to be the Bank's interest or in furtherance or protection of the Bank's interest
 - (iii) 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 Card/Card Account and/or this Agreement
 - (d) any member of the Mastercard International Incorporated or Visa International Service Association
 - (e) any of the Bank's branches (wheresoever situate), its servants, agents, correspondents, independent contractors and/or associates
 - (f) any other person the Bank considers it in its interest to make such disclosure
- 14.2 The Purchasing Cardmember and each Cardholder jointly and severally undertake that they will keep confidential and not disclose to any third party any information pertaining to the Bank, the Purchasing Card or any other product, service, operations or business of the Bank which is disclosed to them by the Bank or otherwise howsoever acquired pursuant to or in connection with this Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such) without the Bank's prior written consent.
- 14.3 The operation of this Clause 14 shall survive the termination of this Agreement.
- 14.4 The Purchasing Cardmember/Cardholder agrees that the signing of the Purchasing Card Application by the Purchasing Cardmember/Cardholder shall constitute the written permission of that Purchasing Cardmember/Cardholder for any such disclosure for the purposes of Section 47(2) of the Banking Act (Chapter 19) or for any other disclosure imposed by law.

15. COMMUNICATIONS

- 15.1 (a) All statements, notices, requests, instructions, demands and other communication under this Agreement may be served by personal delivery, ordinary post and/or facsimile transmission to the Purchasing Cardmember and/or Cardholder'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) or facsimile number as may be provided to the Bank or its solicitors and/or published in such manner as the Bank may select.
- (b) All communication is deemed to have been effectively served on the Purchasing Cardmember and/or the Cardholder on :-
- (i) the date of delivery if delivered by hand; and
 - (ii) on the date of transmission if by facsimile transmission; and
 - (iii) on the day immediately after the date of posting if sent by post; and
 - (iv) on the date of publication if published
- 15.2 (a) The Bank may serve any writ of summons, statement of claim 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 Purchasing Cardmember and/or Cardholder 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 to the Bank or its solicitors.
- (b) Such legal process or document is deemed to have been duly served on the Purchasing Cardmember and/or Cardholder :-
- (i) on the date of delivery, if sent by hand; and
 - (ii) on the date immediately following the date of posting; if sent by post;
- (c) Service of such legal process is deemed to be good and effective service of such legal process on the Purchasing Cardmember and/or Cardholder and nothing in this Agreement shall affect the Bank's right to serve legal process in any other manner permitted by law.
- 15.3 (a) Unless this Agreement otherwise provides, all communication, requests and instructions from the Purchasing Cardmember and/or Cardholder must be in writing and in accordance with the Bank's prescribed procedure then prevailing.

- (b) All communication, requests and instructions from the Purchasing Cardmember and/or may be :-
 - (i) personally delivered to the Bank; and/or
 - (ii) sent by registered post to the Bank, and takes effect one business day after actual receipt by the relevant officers of the Bank in charge of the subject matter of such communication, requests or instructions.
- 15.4 Notwithstanding the foregoing, 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 Purchasing Cardmember and/or Cardholder (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 Purchasing Cardmember and/or Cardholder's consent or authority), and any action taken by the Bank pursuant thereto shall bind the Purchasing Cardmember and/or Cardholder and the Bank shall not be liable to the Purchasing Cardmember and/or Cardholder 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 such person communicating purportedly as or on behalf of the Purchasing Cardmember and/or Cardholder.

16. GENERAL

- 16.1 The Purchasing Cardmember/Cardholder must promptly notify the Bank in writing of:-
- (a) any intention of relocating or terminating the Purchasing Cardmember's business operation;
 - (b) any change of name or address of the Purchasing Cardmember/Cardholder;
 - (c) any change in the Cardholder's position and/or change of division/department or termination of employment;
 - (d) any other change in the Purchasing Cardmember and/or Cardholder or any other information as may be requested by the Bank from time to time.
- 16.2 The Purchasing Cardmember and/or Cardholder 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 with or without the knowledge or authority of the Purchasing Cardmember and/or Cardholder; and/or
 - (b) negligence, misconduct of or breach of any provision of this Agreement by the Purchasing Cardmember and/or Cardholder; and/or
 - (c) the enforcement or protection of the Bank's rights and remedies against the Purchasing Cardmember and/or Cardholder under this Agreement; and/or
 - (d) any change in any law, regulation or official directive which may have an effect on the Card Account and/or on this Agreement.
- 16.3 Save as otherwise provided herein, the liability of the Purchasing Cardmember and each Cardholder hereunder, and of their respective legal representatives and successors, to the Bank shall be joint and several and every agreement and undertaking herein on their part shall be construed accordingly.
- 16.4 If any one or more of the provisions of this Agreement or any part thereof shall be declared or adjudged to be illegal invalid or unenforceable under any applicable law, such illegality invalidity or unenforceability shall not vitiate any other provisions of this Agreement which shall remain in full force and effect.
- 16.5 The Bank's records (including computer and microfilm stored records) of all matters relating to the Card Account and/or the Purchasing Cardmember and any certificate signed by any officer for the time being of the Bank stating the Indebtedness outstanding as at any specified date is conclusive and binding upon the Cardmember for all purposes whatsoever (save for manifest-error) and the Bank may in its absolute discretion destroy any document relating to the Card Account after microfilming the same. The Purchasing Cardmember/Cardholder hereby agrees not to at any time dispute the authenticity or the accuracy of any computer output relied upon by the Bank for any purpose whatsoever.
- 16.6 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 Purchasing Cardmember is to be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 16.7 The remedies under this Agreement are cumulative and are not exclusive of the remedies provided by law.

17. GOVERNING LAW AND JURISDICTION

This Agreement is governed by Singapore law. The Purchasing Cardmember and each Cardholder hereby submit irrevocably to the non-exclusive jurisdiction of the courts of Singapore.