

Cardmembers' Agreement

UOB Debit Cardmember Agreement

This document is a legal contract between you and us. You are bound by the terms and conditions of this Agreement (which may be modified from time to time) as soon as you have received, signed or used your card.

1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

Account means each and any of the Cardmember's accounts with the Bank which he has designated 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 Visa Global ATM network or the PLUS SYSTEM ATM network;

ATM Card means a card issued to current and savings account holders of the Bank for use at an ATM;

ATM Card Transaction means a transaction effected by the use of an ATM Card or the Card in accordance with Clause 6;

Bank means United Overseas Bank Group;

Card means a UOB Visa Debit card or any other debit card issued by the Bank pursuant to this Agreement and a replacement or renewal thereof;

Cardmember in relation to a Card, means the person to whom a Card is issued by the Bank and his personal representatives;

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

Card Transaction means any payment made 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 and whether authorisation has been sought from or given by the Bank and whether with or without the Cardmember'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 Monthly 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;

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 the personal identification number issued to a Cardmember;

Point of Sales (POS) Limit means the maximum permissible limit prescribed by the bank for the use of the card as a Debit 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 use of the Card as a Debit 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 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 the Cardmember's Card Transaction and ATM Card Transaction. For the sole purpose of determining the Total Transactions, the use of the Card as an ATM Card in accordance with Clause 6 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 a sole proprietor, partnership or company.
- 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 to the Cardmember at the Cardmember's risk.
- 2.2 The Cardmember must sign the Card immediately after receiving the Card.
- 2.3 By signing on or using the Card, the Cardmember is deemed to have read, understood and accepted each and every term of this Agreement. Due to security reasons, the Card sent to customer is not activated and cannot be used yet. Card activation is compulsory prior to usage of the card. Customer has to follow the steps found in the mailer (ie: either activate card through ATM or by sending in the mailer) and activate the Card before usage.
- 2.4 The Cardmember, and no one else, may use the Card to effect Card Transactions 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 must immediately return the Card cut in half to the Bank.
- 2.6 The Bank is entitled to charge and debit to the Account an annual fee for the issue and renewal of the Card.
- 2.7 The Cardmember shall, under no circumstances and whether with or without the Cardmember's knowledge, use the Card to effect any Card 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 Card Transaction and allow the Card Limit to be exceeded, even in the absence of any request from the Cardmember, provided always that the Cardmember 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 shall 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 Card 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 Card Transaction.
- 3.5 The Cardmember must not use the Card such that the Cardmember exceeds any limits imposed on the Card 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 is reduced by the amount of the Card Transaction. The Cardmember may not stop payment on a Card Transaction. For the avoidance of doubt, the amount placed on hold in respect of any Card Transaction 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, it 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 being 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 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 and the Bank shall 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 being 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 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 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 The amount of any Card Transaction, if denominated in a currency other than Singapore dollars, will be converted to Singapore dollars at the prevailing wholesale foreign exchange rate selected by Visa International. The Bank reserves the rights to amend the bank charge on overseas transactions and any other fees levied by Visa International from time to time at its absolute sole discretion.

4.7 The Cardmember must notify the Bank promptly in writing of:

(a) any intention to reside outside Singapore for more than six months;

(b) any change of address of the Cardmember; and

(c) any other change in the Cardmember's particulars or any other information as may be requested by the Bank from time to time.

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 notwithstanding that the Card Limit would not be exceeded, if the amount of such Card Transaction was debited thereto.
- 5.2 The Bank is entitled, in its absolute discretion without prior notice and without giving any reason, to:
- (a) suspend the Cardmember's right to use the Card entirely or in respect of specific facilities; and/or
 - (b) refuse to re-issue, renew or replace the Card, without, in any case, affecting the obligations of the Cardmember 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 We will charge and debit to your Card Account:
- (a) a joining fee or an annual renewal fee;
 - (b) a replacement fee for the card;
 - (c) a flat ATM Commission Fee (also known as "International ATM Withdrawal Charges" will be charged by the bank as its discretion, for each Visa PLUS withdrawal transaction at any overseas ATMs)
 - (d) an administrative fee for the production or retrieval of any document of and relating to the Card Account; and/or
- 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.

7. PIN AND USE AT ATMS

- 7.1 If a PIN is issued to the Cardmember to allow the Cardmember to use the Card at any UOB or Shared ATM, the following additional terms apply:
- (a) the PIN may be collected by the Cardmember or sent by post to the Cardmember at the Cardmember's sole risk;
 - (b) the Cardmember 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 is liable for all Card Transactions effected by the use of the Card at any ATM whether or not such use is authorised by or known to the Cardmember.
 - (d) without prejudice to the generality of Clause 14, where the Card or the PIN issued to the Cardmember 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 transaction, an ATM Card Transaction 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 Card 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.

8. JOINT ACCOUNT

- 8.1 Where the Account is in joint names, the Bank may issue the Card to anyone 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 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 must:
 - (a) immediately notify and give the Bank written notice thereof; and
 - (b) assist in the recovery thereof; and
 - (c) furnish to the Bank at its request, a statutory declaration in such form as the Bank may request, a police report and any other information as the Bank and/or the police may require.
- 9.3 The Cardmember who notify the Bank that his Card has been lost, stolen or PIN disclosed shall not be liable for any Card Transaction effected after we have received his notification of such loss, theft or disclosure.
- 9.4 (a) If the lost or stolen Card is recovered, the Cardmember must immediately return the Card to the Bank cut in half without using it.
 - (b) The Cardmember must not use the PIN after reporting to the Bank that the PIN has been disclosed.
- 9.5 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 may terminate the use of his 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) the bankruptcy, insolvency, death or incapacity of the Cardmember; and/or
 - (b) any breach by the Cardmember of this Agreement; and/or
 - (c) any change in the financial condition of the Cardmember.
- 10.3 If the use of the Card is terminated by the Bank for any reason, the Cardmember 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 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.

11. EXCLUSION OF LIABILITY

- 11.1 (a) The Bank is not responsible for goods or services supplied by any merchant, establishment, the Participant or Participating Outlet or the quality or performance of any goods and services pursuant to or in relation to any Card Transaction. Cardmembers 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 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 notwithstanding the nondelivery or non-performance of or any defect in any goods or services obtained pursuant to that Card Transaction.

- 11.2 The Bank is not liable in any way if any merchant, establishment, the Participant or Participating Outlet refuses to accept or honour the Card for any reason.
- 11.3 The Bank is not liable if it is unable to perform its obligations under this Agreement due, directly or indirectly, to the failure 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.
- 11.4 The Bank is not liable in any way for any injury to the credit, character and reputation of the Cardmember in and about any repossession of the Card or any request for its return.
- 11.5 The Bank is not liable in any way to the Cardmember for any inconvenience, loss, damage or embarrassment of any 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.
- 11.6 The Bank is not liable in any way to the Cardmember for any inconvenience, loss, damage or embarrassment of any nature due to or arising from 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.
- 11.7 Without prejudice to the generality of the provisions of this Clause 10, the Bank is not liable in any way to the Cardmember for any other loss, damage, cost or expense of any nature arising out of or in connection with the use of the Card and/or this Agreement.
- 11.8 Without prejudice to the generality of the provisions of this Clause 10, the Bank is not liable in any way to the Cardmember 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 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 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 was not carried out or was rescinded.

- 11.9 A Cardmember may not assign his rights under this Agreement.

12. VARIATION OF THIS AGREEMENT

- 12.1 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 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, effective from the date specified by the Bank.
- 12.2 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.
- 12.3 If the Cardmember retains or uses the Card after the Bank has given notice of any changes in this Agreement, the Cardmember is deemed to have accepted and agreed to such changes without reservation.

13. CONSENT TO DISCLOSURE OF INFORMATION

- 13.1 The Cardmember agrees that the Bank is entitled, in its absolute discretion, at any time and without notice or liability, to disclose to:
- (a) any Participant or merchant or establishment which accepts the Card; and
 - (b) any member of Visa International Service Association; and
 - (c) any of the Bank's branches (wheresoever situate), its agents, servants, correspondents, independent contractors and/or associates; and
 - (d) any bank or financial institution; and
 - (e) any party involved in facilitating, effecting or processing the Card Transactions; and
 - (f) 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) full particulars of the Account or any Card Transaction and any other information in relation to the Cardmember or the use of the Card 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 or whenever the Bank considers it in its interest to make such disclosure.
- 13.2 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.

14. PRIVILEGE SCHEME

- 14.1 The Card issued to you may carry various benefits or privileges on your purchase of goods or services from establishments participating in various schemes. We, however, reserve the right to add, modify or cancel such benefits or privileges from time to time.
- 14.2 Notwithstanding anything herein, the Bank shall not at any time be responsible or be held liable for your purchase of goods or services from the establishments participating in the Privilege Scheme.

15. GENERAL

- 15.1 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.
- 15.2 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
 - (c) the enforcement or protection of the Bank's rights and remedies against the Cardmember 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 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.

- 15.3 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.
- 15.4 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.
- 15.5 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 agreements that the Cardmember has with the Bank. In the event of inconsistency, this Agreement shall prevail with respect to the use of the Card.
- 15.6 The remedies under this Agreement are cumulative and are not exclusive of the remedies provided by law.
- 15.7 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 is to be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 15.8 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 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 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.
- 15.9 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 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:
- (a) on the date of delivery, if sent by hand; and
 - (b) on the date immediately following the date of posting, if sent by post.
- 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.
- 15.10 This Agreement is governed by Singapore law. The Cardmember hereby submits irrevocably to the non-exclusive jurisdiction of the Courts of Singapore.

ATM CARD TERMS AND CONDITIONS

The following Terms & Conditions cover the use of ATM card issued by UOB Group (and any replacement or renewal thereof) in approved Automated Teller Machines (ATMs) (whether of the Bank or other banks or financial or non-financial institutions). Electronics Funds Transfer at Point of Sale (EFTPOS) Terminal and other card operated machines or devices and for other services or facilities made available by the Bank whether in Singapore or elsewhere and are additional to those covering the operation of your Account.

1. You must:

- (a) take all reasonable care and precaution to prevent loss or theft of the ATM card.
- (b) notify the Bank immediately of the loss or theft of the ATM card.
- (c) promptly return the ATM card to the Bank if for whatever reason, the Bank asks for it because it is the Bank's property; and
- (d) always keep your Personal Identification Number ("PIN") secret because you are responsible for all transactions made with the ATM card whether or not with your knowledge or authority.

2. You must not:

- (a) use or try to use the ATM card unless there is enough money in your Account and if you overdraw your Account you must repay the Bank on demand any overdrawn sum and interest on such sum.
- (b) use or try to use the ATM card after you have closed your Account or after the Bank has notified you that the Bank has cancelled or withdrawn the use of the ATM card and if you do, you must repay the Bank on demand all sums so paid and interest on such sum; and
- (c) let anyone else use the ATM card.

3. All cheques and cash allowed to be deposited using the ATM card are subject to final verification and cannot be drawn on until the proceeds have been collected and credited to your Account.

4. You agree:

- (a) that when your ATM card is used with or without your authority to withdraw or transfer money or to make payment or to perform any other transaction, you authorize the Bank to debit your Account with the Bank with such withdrawals, transfer, payments and any charges that may be payable together (including without limitation any moneys that you may be liable for under Condition 4(f) and any amounts not debited by the Bank as a result of any error or omission) not withstanding that any such debiting may cause the Account to be overdrawn; if the Account is so overdrawn, you must repay the Bank on demand any overdrawn sum together with interest;
- (b) to accept the transaction records of the Bank, financial or non-financial institution, trader or other party accepting the use of your ATM card as conclusive and binding for all purposes unless there are obvious errors;
- (c) that if there is any claim or dispute arising from the use of purported use, loss or misuse, of your ATM card the Bank may disclose to parties who are privy to the transactions or the appropriate authorities any information on your Account that the Bank considers necessary in investigating the claim or dispute;
- (d) that in respect of transactions effected or processed with or without your authority in or through the ATMs of other banks or financial or non-financial institutions or EFTPOS Terminals or other card operated machines or devices approved by the Bank, you simultaneously authorise and consent to the Bank disclosing to the bank, financial institution or non-financial institution, trader or other party accepting the use of your ATM card all information or any particulars of your Account including the balance thereof;

- (e) that in respect of transactions facilitated through Network for Electronic Transfer (Singapore) Private Limited ("NET"), or any other party, you authorise and consent to the disclosure of all information and any particulars of your Account, including the balance thereof being made to NETS or the other party and their respective agents or contractors;
 - (f) to indemnify and keep the Bank fully indemnified against all claims, demands, actions and proceedings which may be made against the Bank and all damages, liabilities, loss and expenses including legal costs on a full indemnity basis which the Bank may incur or suffer directly or indirectly as a result of the use of your ATM card with or without your authority or of your negligence, misconduct or breach of any term herein;
 - (g) to take all reasonable steps to help recover the use of your ATM card, to provide the Bank with any information and/or documentation it may require from time to time relating to the use of the ATM card and to cooperate with the Bank in any investigation or litigation arising from or in connection with the use of the ATM card; and
 - (h) that the Bank may send the ATM card and the PIN to you by any means whatsoever and you shall hold the Bank harmless from all liability in the event the ATM card and/or the PIN fails to reach you after despatch, or if the ATM card is intercepted and retained by or the PIN is disclosed to any unauthorised person in transit
5. The ATM card provides convenient ways for you to operate your Account only. You will therefore not hold the Bank responsible for any defects in goods or unsatisfactory services paid for with the ATM card.
6. If your Account is in joint names, the Bank may issue the ATM card to anyone who can operate the Account alone. You should note that the Bank may continue to debit your Account even if the Joint Account instructions are varied or terminated, until all ATM card issued with the Account have been returned to the Bank. All transactions made with the ATM card shall be binding on joint Account holders jointly and severally.
7. You will not hold the Bank responsible or liable for any loss, damage or embarrassment which you may incur or suffer directly or indirectly arising out of or in connection with the use of the ATM card or the services provided by Bank to ATM card holder due to any reason whatsoever including but not limited to breakdown or malfunction of the computer, its terminal communication lines or any other equipment whether or not belonging to the Bank.
8. The Bank reserves the right, at any time without notice and as it may think fit to:
- (a) impose charges and fees for the use of the ATM card, and for the replacement of lost or stolen ATM card; and
 - (b) add to withdraw or change the type of transactions for which the ATM card may be used.
9. The value of all ATM card transactions conducted outside of Singapore expressed in a foreign currency will be converted into Singapore dollars at such rate of exchange as may be determined by the Bank in its absolute discretion.
10. The Bank may alter, add to and/or delete any of these Terms and Conditions by notice given in accordance with Condition 15 and these Terms and Conditions so altered or added to shall be binding on you if you retain or use the ATM card after the date of such notice.
11. You may cancel this agreement if you object to any change to these Terms and Conditions, or without giving any reason, by notifying the Bank in writing and returning the ATM card, cut into halves, to the Bank.
12. The Bank may (i) vary the frequency and manner of use of the ATM card, the withdrawal limits, operating hours and transaction types, facilities and services available at any point of time through use of the ATM card; and (ii) limit, cancel or suspend the use of the ATM card or any of its services and/or retain the ATM card at any time (including without limitation, after receipt of any notice to do so from any person purporting to be an ATM card holder or any representative thereof) without giving any reason and without incurring any liability. The Bank may, but shall not be obliged to, give notice of such cancellation or suspension to you at your last known address, or its branches or in the press.

13. Notwithstanding any of these Terms and Conditions, the Bank shall have the discretion at your request to allow any ATM card to be used or continue to be used in relation to any other Account in addition to or in substitution for the Account originally designated by you, and these Terms and Conditions herein shall apply to the use of the ATM card in relation to any such other Account.
14. In addition to these Terms and Conditions, the use of the ATM card shall also be subject to the terms and conditions governing the Account. With respect to the use of the ATM card, in the event of any inconsistency, the Terms and Conditions herein shall prevail.
15. All notices or other communications if sent by post to or left at your last known address shall be deemed to have been received by you on the day following such posting or on the day it was so left. All notices or other communications may be given in the Bank's branches or in the press (in Singapore's main daily English and Chinese newspapers) or via radio or television broadcasts or any other media chosen by the bank in its absolute discretion, and you shall be deemed to have received the same on the date of such publication or broadcast.
16. These Terms and Conditions shall be governed by and construed in accordance with Singapore laws. If there are differences in meaning between the English version of these Terms and Conditions and any translation thereof, the English version shall prevail.
17. In these Terms and Conditions, unless the context otherwise requires:
 - (a) "Account" means each and any of your accounts with the Bank which you have designated for ATM card transactions;
 - (b) "Cardholder" means any person (including a Corporate Cardholder) to whom a ATM card is issued;
 - (c) "Company" means a firm, company, corporation statutory board, government body, unincorporated body of persons or any other person (as the case may be) who has applied for the issuance of a Corporate Card;
 - (d) "Corporate Card" means a ATM card issued by the Bank at a Company's request to individuals ("Corporate Cardholders") designated by the Company from time to time to use a Corporate card;
 - (e) references to "ATM card" and its use includes references to Corporate Cards and their use by Corporate Cardholders; and
 - (f) references to "you" includes references to Cardholders and any person (including a Company) for and on whose behalf a ATM card has been issued to any other person (including a Corporate Cardholder)

GENERAL CONDITIONS OF ISSUE AND USE FOR EZ-LINK CARDS

These Conditions shall be binding on all persons (**Card Holders**) to whom or on whose behalf an *ez-link* contactless stored value facility, **ez-link card** for short, is sold, or who otherwise acquires an *ez-link* card.

1. DISTRIBUTION OF EZ-LINK CARDS AS A STORED VALUE FACILITY

- 1.1 The ez-link card is sold or otherwise distributed under EZ-Link Pte Ltd's ("EZL") brand name "ez-link".
- 1.2 The ez-link card is a widely accepted stored value facility under the Payment Systems (Oversight) Act (Act 1 of 2006). Being a widely accepted stored value facility, the stored value on the ez-link card is required to be held by an Approved Holder (as defined in paragraph 1.7) approved by the Monetary Authority of Singapore ("MAS"). In addition, a bank which is an Approved Bank (as defined in paragraph 1.7) shall undertake to be fully liable for the stored value on the ez-link card,
- 1.3 EZL is the Approved Holder of the ez-link card, and Citibank Singapore Limited ("Citibank") is the Approved Bank and both EZL and Citibank have undertaken to be fully liable for the Stored Value of the ez-link card.
- 1.4 These Conditions are published by EZL jointly with Citibank and govern the possession and use of the ez-link card.
- 1.5 EZL operates the ez-link card system in respect of the Card Holder's use of the ez-link card in accordance with these Conditions. The ez-link cards are distributed by EZL and/or EZL's agents ("Agents").
- 1.6 The Travel Deposit (as defined in paragraph 4.1) and the money advanced by the Card Holder for the Stored Value (as defined in paragraph 1.7) of the ez-link card or for topping up the Stored Value of the ez-link card, as the case may be, is collected by EZL and/or the Agents for and on behalf of EZL as Approved Holder.
- 1.7 For the purposes of these Conditions:-

"Approved Bank" shall mean the bank approved under the Payment Systems (Oversight) Act to undertake to be fully liable for the stored value on the ez-link stored value facility.

"Approved Holder" shall mean the party approved under the Payment Systems (Oversight) Act to be the holder in respect the ez-link stored value facility.

"cards" and "ez-link cards" shall include any stored value facility, whether in the form of a card or otherwise, which are sold or distributed under EZL's brand name "ez-link".

"Stored Value" or "stored value" shall mean the initial monetary value paid for and stored in an ez-link card or the residual value remaining therein from time to time, excluding the Card Cost and Travel Deposit, which value shall not at any time exceed S\$100 or such other amount as EZL may stipulate from time to time;

"Qualified Goods and/or Services" shall mean the goods sold and/or the services rendered by Qualified Merchants; and

"Qualified Merchants" shall mean persons approved by EZL to be engaged in the sale of the Qualified Goods and/or the provision of Qualified Services. Qualified Merchant shall be authorized by EZL to accept debits on the Stored Value and/or the Travel Deposit (if applicable) of the ez-link cards as a means of payment for such Qualified Goods and/or Services and shall include but not be limited to public transport operators licensed by the relevant authorities in Singapore ("Transport Operators") and/or to provide services which involve the reading/writing of electronically encoded data on Card Holder's ez-link card.

2. CONDITIONS OF USE

- 2.1 All ez-link cards are issued subject to these Conditions which shall be binding on all Card Holders.
- 2.2 The purchase of the ez-link card and/or the subsequent use thereof by the Card Holder shall be deemed to be acceptance by the Card Holder of these Conditions and any revisions to these Conditions.
- 2.3 The Card Holder agrees:- (i) to comply with all the notices, guidelines, rules and instructions pertaining to the use of the ez-link card as issued by EZL from time to time, including operating rules and/or policies that may be published from time to time by EZL; (ii) to abide by all applicable laws and regulations in the use of the ez-link card; (iii) not to tamper or allow anyone to tamper with the ez-link card; (iv) to use the ez-link card only as a means of payment for Qualified Goods and/or Services; (v) not to intentionally deface, damage and/or destroy the ez-link card; (vi) to take proper care of the ez-link card to avoid damage; and (vii) not to affix, print, attach and/or place any markings, stickers, objects and/or any other material onto the ez-link card or to otherwise alter, remove and/or replace any notices, trade marks, trade names, logos, artwork or designs on the ez-link card.
- 2.4 Where the ez-link card has any markings, stickers, objects or any other materials affixed, printed and/or placed thereon, EZL and/or the Agents may at its discretion refuse to entertain any request from the Card Holder to revalue or refund the ez-link card, unless the ez-link card has been restored to its original condition by the Card Holder to the satisfaction of EZL and/or the Agents.
- 2.5 Where any machine or equipment used by EZL and/or the Agent to process or read any ez-link card has been rendered inoperable or faulty arising from any stickers or materials affixed onto any ez-link card, EZL and/or the Agents may at its discretion retain such ez-link card unless the Card Holder has paid EZL and/or the Agents a charge (as may be determined by EZL and/or the Agent) for restoring the machine or equipment to proper working order.
- 2.6 The Card Holder agrees that:-
 - (a) EZL as the Approved Holder shall hold and be fully liable for all monies deposited by the Card Holder onto the ez-link card, and be responsible to the Card Holder for refunds of the Stored Value and/or Travel Deposit when the Card Holder presents the *ez-link* card for refund. EZL shall meet the Card Holder's redemption by making payment to Qualified Merchants who have provided Qualified Goods and/or Services to the Card Holder. EZL shall be responsible to the Card Holder for all administrative matters relating to the distribution and/or use of the *ez-link* card as contemplated under these Conditions, and EZL may appoint Agents to carry out such functions on its behalf; and
 - (b) Citibank shall be fully liable as the Approved Bank under the Payment Systems (Oversight) Act and under these Conditions to the Card Holder in respect of the *ez-link* card's Stored Value and/or the Travel Deposit.
- 2.7 The Card Holder shall examine the *ez-link* card and/or any change tendered upon the purchase of the *ez-link* card before leaving the Ticket Office or machine dispensing the *ez-link* card, as the case may be. EZL and/or the Agents shall not be liable for any error or omission not drawn to their attention at the time of issue of the *ez-link* card.

3. VALIDITY OF THE EZ-LINK CARD

- 3.1 An *ez-link* card is valid from the date that it is encoded for use by EZL until the expiry of 5 years from the date the Card Holder had performed the last top-up to the Stored Value (the **Validity Period**), and thereafter the *ez-link* card shall expire. In any event, the Validity Period shall not exceed 7 years from the date the *ez-link* card was encoded for use. Once the Validity Period is extended to the date of 7 years from the date it was first encoded for use, that expiry date will remain fixed.
- 3.2 Paragraph 3.1 shall not apply to concession *ez-link* cards, and the validity period of concession *ez-link* cards shall be determined by the Transport Operators from time to time.
- 3.3 References in these Conditions to a valid or an expired *ez-link* card shall be construed accordingly.
- 3.4 EZL may at its discretion blacklist any *ez-link* cards:
- (a) suspected of being counterfeited, stolen, lost, tampered with or fraudulently issued or procured; or
 - (b) the Stored Value on the *ez-link* cards have been fraudulently or illegally revalued, or
 - (c) the *ez-link* cards are or otherwise suspected of being faulty, damaged or invalid for use.
- 3.5 Where any *ez-link* cards have been blacklisted, the Card Holder shall not be entitled to use the *ez-link* cards, and the Stored Value on the blacklisted *ez-link* cards shall not be refunded to the Card Holder except with the approval of EZL.

4. CARD COST AND TRAVEL DEPOSIT

- 4.1 A deposit (**Travel Deposit**) is payable when an *ez-link* card is first purchased. The amount of the Travel Deposit will be determined by EZL and may vary for different types of *ez-link* cards and from time to time.
- 4.2 The Travel Deposit is a deposit that enables the Card Holder to start a public transport journey and to complete each leg of the journey as long as the Stored Value on the *ez-link* card is at least S\$0.01 at the start of the journey, and that the sum of the Stored Value and Travel Deposit remaining in the *ez-link* card is greater than the maximum fare for that leg. The amount of the Travel Deposit is up to a maximum of S\$3.
- 4.3 EZL may collect from the Card Holder an amount to cover the cost of the card (**Card Cost**) when the *ez-link* card is first purchased. The Card Cost, which is up to a maximum of S\$5.00, is non-refundable.
- 4.4 To purchase an *ez-link* card, the Card Holder will also be required to purchase a minimum amount of Stored Value. This amount will be determined by EZL and may vary for different types of *ez-link* cards. The *ez-link* card is issued subject to the payment of the minimum amount of Stored Value required by the Card Holder, the Travel Deposit and the Card Cost.

5. TRANSACTIONS

- 5.1 The *ez-link* card shall and can be used as a means of payment for Qualified Goods and/or Services, subject always to these Conditions.
- 5.2 EZL and/or the Qualified Merchants may reject the use of the *ez-link* card for payment of Qualified Goods and/or Services if:-
- (a) the *ez-link* card has expired; or
 - (b) the *ez-link* card is suspected to have been fraudulently issued, stolen or tampered with or may in any way pose a risk to the *ez-link* card system; or

(c) except as provided under paragraph 4.2, the Stored Value of the *ez-link* card is insufficient or has been exhausted; or

(d) the *ez-link* card system is unable to process the payment for any reason whatsoever or if a force majeure event (see paragraph 16) arises which disables and/or prevents the Qualified Merchants from accepting and/or processing the *ez-link* card as a means of payment.

5.3 The Card Holder agrees that each of the Qualified Merchants is responsible for deducting payment for Qualified Goods and/or Services that the Card Holder has agreed with the Qualified Merchant or is agreeable (with the Qualified Merchant) to pay from the Stored Value and/or (in the case of Transport Operators) Travel Deposit, in such manner as may be required by such Qualified Merchant.

5.4 The Qualified Merchants accepting the use of *ez-link* cards may be changed from time to time without prior notice.

6. QUALIFIED GOODS AND/OR SERVICES OF QUALIFIED MERCHANTS

It is expressly acknowledged by the Card Holder that neither Citibank, EZL nor any Agent is involved in the provision of the Qualified Goods and/or Services offered by any Qualified Merchant accepting the *ez-link* card for payment. Neither Citibank, EZL nor any Agent shall be liable in any way for the Qualified Goods and/or Services sold, rendered or provided by the Qualified Merchants (including without limitation any defect, disruption, failure or unavailability of or relating to any of such Qualified Goods and/or Services, as the case may be) or for any other disputes concerning the Qualified Goods and/or Services, all of which shall be the sole responsibility of the Qualified Merchants.

7. REFUNDS

7.1 Subject to paragraphs 3, 7.2, 7.3, 7.4, 7.5 and 7.6, a refund of the Travel Deposit and/or the Stored Value remaining on an *ez-link* card (whether valid or expired) can only be obtained by a Card Holder if the *ez-link* card is presented at any Passenger Service Centre or Ticket Office at MRT stations and bus interchanges or at such other places as may be designated by EZL. The amount of Travel Deposit and/or Stored Value remaining on such *ez-link* card (whether valid or expired) shall be as determined by EZL and/or the Agents and will be refunded free of interest. Subject to paragraph 7.4, the residual Stored Value on the *ez-link* card will be determined based on the electronic data encoded. However, no refund of the Travel Deposit and/or Stored Value will be made on any expired *ez-link* card after 12 years from the date the *ez-link* card was first encoded by EZL for use whereupon the Card Holder shall have no claim against Citibank and/or EZL in respect of the Stored Value and/or the Travel Deposit remaining on such *ez-link* card, whereupon EZL shall be fully entitled to deal with any unclaimed Stored Value as it thinks fit. Any refund (whether on expired or valid *ez-link* card) may be subject to an administrative fee as determined from time to time by EZL. All *ez-link* cards shall be surrendered to and be retained by EZL and/or its Agents upon such refund.

7.2 Other than as provided in paragraph 7.1 above, neither EZL nor any of the Agents shall be obligated to make a refund to any Card Holder or to process any Card Holder's request for refund on any *ez-link* card (whether valid or expired). Notwithstanding the foregoing provision, each of EZL and the Agents may at their absolute discretion make a refund or process a refund in respect of the Travel Deposit and/or the Stored Value or any part thereof, and any such refund may be made and/or processed subject to conditions imposed by EZL and/or the Agents on EZL's behalf. EZL and/or the Agents shall not be obliged to effect an immediate refund, and may, in its absolute discretion, refund the amount on any *ez-link* card in such manner and upon due verification as it deems fit.

7.3 In any case, each of EZL and the Agents will not be liable to make a refund of the Stored Value and/or Travel Deposit if :-

- (a) the *ez-link* card is not surrendered by the Card Holder at the time of a request for refund; or
- (b) the encoded data on the *ez-link* card is erased wholly or in part, or otherwise altered or interfered with as determined by EZL and/or the Agents; or
- (c) the *ez-link* card's electronic data and its external card number are not reliably readable for any reason whatsoever as determined by EZL and/or the Agents; or
- (d) the *ez-link* card is faulty, damaged or invalid for use whether intentionally or by failure by the Card Holder to take proper care of the *ez-link* card as determined by EZL and/or the Agents; or
- (e) the *ez-link* card is counterfeited, stolen, lost, tampered with or fraudulently issued or procured; or
- (f) the Stored Value on the *ez-link* cards have been fraudulently or illegally revalued.

7.4 Where the *ez-link* card's electronic data is not reliably readable for any reason, EZL and/or the Agents may in its discretion allow a deferred refund of the residual Stored Value on the *ez-link* card based on the available system records of EZL and/or the Agents, provided that the *ez-link* card's external card number is readable.

7.5 A Card Holder who presents an *ez-link* card for refund at the designated places referred to in paragraph 7.1 above shall, upon request, produce his/her NRIC or passport for inspection. Each of EZL and the Agents may at their absolute discretion refuse any request for the refund of the Travel Deposit and/or any Stored Value, if the Card Holder does not produce his/her identification.

7.6 The Card Holder shall, upon receipt of the refund, be deemed to have accepted the amount thereof as correct, and agrees to discharge each of Citibank, EZL and the Agents from any liability whatsoever to the Card Holder, including but not limited to any shortfall or error in the amount of such refund.

7.7 All obligations of Citibank hereunder are payable solely at and by Citibank in Singapore, subject to the laws of Singapore (including any governmental actions, orders, decrees, and regulations).

8. DETERMINATION OF VALUE IN EZ-LINK CARD

The determination by EZL and/or the Agents as to the residual Stored Value of an *ez-link* card shall be final and conclusive. For the purpose of such determination, the residual Stored Value as determined by EZL and/or the Agents from either the value encoded in the *ez-link* card (where the electronic data on the card is reliably readable) or the records of EZL or the information generated by the *ez-link* card system shall, save for manifest error, be deemed to be conclusive and binding against the Card Holder.

9. REPLACEMENT OF DEFECTIVE EZ-LINK CARDS

9.1 Subject to paragraphs 9.2, 9.3, 9.4 and 9.5 below, a Card Holder may replace a defective *ez-link* card by presenting it at any Ticket Office at MRT stations and bus interchanges. The Stored Value and/or Travel Deposit on the defective *ez-link* card shall be refunded to the Card Holder in accordance with paragraph 7. A free replacement *ez-link* card shall be issued to the Card Holder provided that the Card

Holder pays the minimum Stored Value amount and Travel Deposit. The defective *ez-link* card shall be surrendered to and retained by EZL and/or the Agent upon such request for replacement. For the purposes of these Conditions, an *ez-link* card shall only be regarded as “defective” in the event its electronic data cannot be reliably read for any reason whatsoever as determined by EZL and/or the Agents.

- 9.2 Other than as provided in paragraph 9.1 above, neither EZL nor any of the Agents shall be obligated to replace any *ez-link* card (whether defective or not). Notwithstanding the foregoing provision, each of EZL and the Agents may at their absolute discretion replace the *ez-link* card, and any such replacement may be made subject to conditions imposed by EZL and/or the Agents on EZL's behalf.
- 9.3 In any case, each of EZL and the Agents will not be liable to replace the *ez-link* card for free as provided in paragraph 9.1 if:-
- (a) the *ez-link* card is not surrendered by the Card Holder at the time of request for replacement; or
 - (b) EZL and/or the Agents in its discretion determine that the *ez-link* card has been damaged whether intentionally or by failure to take proper care of the *ez-link* card or otherwise used or handled in breach of paragraph 2.3 herein; or
 - (c) the *ez-link* card has de-laminated, peeled, broken or otherwise damaged due to wear and tear; or
 - (d) the external card number is not reliably readable for any reason whatsoever as determined by EZL and/or the Agents; or
 - (e) the *ez-link* card has exceeded a period of more than 5 years from the date it was encoded for use.
- 9.4 A Card Holder who presents an *ez-link* card for replacement at the designated places referred to in paragraph 9.1 above shall, upon request, produce his/her NRIC or passport (in the case of non-Singapore citizens) for inspection. Each of EZL and the Agents may at their absolute discretion refuse any request for replacement of the *ez-link* card, if the Card Holder does not produce his/her identification.
- 9.5 The determination by EZL and/or the Agents as to the amount of Stored Value and/or Travel Deposit on a defective *ez-link* card shall be final and conclusive (see paragraph 8 above). EZL reserves the right to subsequent adjustments to such determination should any transaction records received late indicate a different value than that determined at the time of replacement.

10. OWNERSHIP OF EZ-LINK CARDS

- 10.1 Notwithstanding payment of the applicable Card Cost for any *ez-link* card purchased, all *ez-link* cards shall remain the property of EZL. All *ez-link* cards shall be produced at any time on demand for inspection by any authorised officer or employee of EZL, any Agent, the Transport Operators and/or any Qualified Merchant.
- 10.2 EZL, the Transport Operators and/or the Agents shall be entitled without assigning any reason therefore to retain any *ez-link* card which it reasonably suspects or has reason to believe to have been fraudulently issued, stolen, tampered with and/or used any *ez-link* card (including but not limited to personalised and concession *ez-link* cards) which was not issued to the person using such *ez-link* card or which the person is not entitled to the use thereof, or where the *ez-link* card has been blacklisted.

11. LOSS OF EZ-LINK CARDS

- 11.1 Card Holders are responsible for safeguarding their *ez-link* cards against loss, damage or theft, and ensuring that their *ez-link* cards are not used by any person without the Card Holder's permission. Each of Citibank, EZL, the Agents and the Qualified Merchants accepting the *ez-link* card for payment for Qualified Goods and/or Services are not responsible for any financial losses incurred due to the loss of an *ez-link* card and have no obligation whatsoever to prevent the use of a lost *ez-link* card by a person other than the Card Holder.

11.2 Where EZL and/or the Agents are in possession of any lost *ez-link* card, the Card Holder may reclaim the *ez-link* card provided that the Card Holder is able to produce proof of ownership to the satisfaction of EZL and/or the Agents. Card Holder shall not have any claim to any lost *ez-link* card or the Stored Value and/or Travel Deposit therein if the lost *ez-link* card remains unclaimed after two weeks in EZL and/or the Agents' possession. EZL shall be fully entitled to deal with the Stored Value and/or Travel Deposit remaining on such lost *ez-link* card as it thinks fit.

12. EXCLUSION OF LIABILITY

12.1 Notwithstanding anything to the contrary contained herein, each of Citibank, EZL and the Agents shall not be liable, whether or not arising out of the negligence of each of Citibank, EZL, the Agents and/or their respective officers, employees, or agents, for any losses, damages, expenses, claims, liability and costs (including cost on a solicitor and client basis) that the Card Holder may incur or suffer in connection with:-

- (a) the use or issue of *ez-link* cards; or
- (b) any delay in issuing of *ez-link* cards or suspension or discontinuance of issuing of *ez-link* cards;
- (c) any period where any equipment, software or system is unavailable for processing the use of the *ez-link* cards for payment; or
- (d) any delay or detention arising from use of *ez-link* cards (including damaged *ez-link* cards).

12.2 Damaged or defective *ez-link* cards may not be accepted in the equipment used by the Qualified Merchants. Neither Citibank, EZL nor the Agents shall be liable for any loss, delay or inconvenience that may be incurred if the *ez-link* card is not accepted in such equipment.

12.3 Notwithstanding any other provision of these Conditions, EZL's total liability to the Card Holder under these Conditions and at law shall not exceed in aggregate the sum of S\$100.00 per *ez-link* card.

12.4 Citibank's and EZL's total liability to a Card Holder shall not exceed the aggregate of the Stored Value and the Travel Deposit of such Card Holder's *ez-link* card as of the date the Card Holder's claim arises.

13. AMENDMENT

13.1 EZL may (for and on behalf of itself and/or Citibank) from time to time amend any part of these Conditions. EZL will give notice of any amendment by posting the same at its website at www.ezlink.com.sg, any Passenger Service Centre or Ticket Office at MRT stations and bus interchanges, the premises of the Agents and/or such other premises as may be determined by EZL. The Card Holder agrees that any notification of amendments as aforementioned shall be sufficient notice for the purpose of this paragraph. If the Card Holder does not accept any amendments, he shall cease all use of the *ez-link* card. The Card Holder's continued use of the *ez-link* card after the date of such notification shall constitute an affirmative acknowledgement by the Card Holder of the amendments and shall be deemed to be the Card Holder's acceptance of such revised Conditions.

14. NO WAIVER

No failure or delay on the part of EZL in exercising any power, right, or remedy under these conditions shall operate as a waiver of such power, right, or remedy.

15. RIGHT OF THIRD PARTIES

A person or entity who is not a party to these Conditions shall have no right under the Contracts (Rights of Third Parties) Act, chapter 53B of Singapore to enforce any term of these Conditions, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this paragraph shall affect the rights of any permitted assignee or transferee of these Conditions.

16. FORCE MAJUERE

Neither Citibank nor EZL nor any Agents shall be liable for non-performance, error, interruption or delay in the performance of their obligations under these Conditions, in the *ez-link* card system's operation, if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control which includes without limitation:- (i) flood, lightning, acts of God, fire, earthquakes and other natural disasters; (ii) judgements, legislation, acts, orders, directives, policies, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any court, governmental, parliamentary and/or regulatory authority imposed or to be imposed after the fact; (iii) power failure; (iv) acts or defaults of any telecommunications network operator; (v) circumstances where communications lines and/or computer systems of EZL, Citibank, the Agents and/or the Qualified Merchants cannot be used for reasons attributable to third party telecommunications carriers; and (vi) acts or omissions of any Qualified Merchant or any party for whom Citibank, EZL and/or the Agents are/is not responsible.

17. INDEMNITY

The Card Holder hereby undertakes and agrees to indemnify each of Citibank and EZL and keep each of Citibank and EZL at all times fully indemnified from and against all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands and costs (including without limitation, legal costs of Citibank and/or EZL on a solicitor and own client basis), awards, damages, losses and/or expenses however arising directly or indirectly by reason of and/or as a result of any breach or non-compliance by the Card Holder of the terms and conditions herein.

18. GOVERNING LAW

The construction, validity and performance of these Conditions shall be governed by and construed in accordance with Singapore law. Each party mentioned herein hereby submits to the non-exclusive jurisdiction of the Singapore courts.