

## **PLUS! DEBIT CARDMEMBERS AGREEMENT**

Plus! U is a collaboration amongst NTUC FairPrice Co-operative Limited, Link Loyalty Services Pte Ltd and Oversea-Chinese Banking Corporation Limited. All banking products and services, unless otherwise stated, are provided by Oversea-Chinese Banking Corporation Limited for Plus! U. This Agreement contains the terms and conditions applicable to your Card(s) and your Card Account. Please read them carefully before you sign or use the Card(s). Upon signing or using the Card(s), you will be bound by this Agreement. When you read this Agreement, “you”, “your” and “cardmember” mean the person named on the Card. The words “we”, “our” and “us” refer to Oversea-Chinese Banking Corporation Limited and its successors and assigns.

### **1. DEFINITIONS**

In this Agreement,:-

**“Card”** means any card bearing the name VISA or MasterCard (or such other card association as we may determine) and/or the service mark of VISA or MasterCard (or of such other card association as we may determine) issued by us pursuant to this Agreement and any substitution, replacement or renewal thereof, and shall be deemed to include any Tokenised Card.

**“Card Account”** means the account designated and maintained by us for the purpose of this Agreement, which includes without limitation, a Plus! savings account.

**“Card Facilities”** refers to such facilities which we may at our absolute sole discretion provide for your Card, including without limitation, Visa payWave, any other contactless payment facilities, CashCard, NETS FlashPay and PIN facilities.

**“Card Transaction”** means any transaction effected by using the Card, including through the use of any Digital Payment Service and/or Enabled Device.

**“Card Withdrawal”** means cash withdrawn (if permitted by us at our discretion) at the counters of banks and financial institutions in Singapore or elsewhere and/or at automated teller machines of banks and financial institutions in Singapore or elsewhere and/or at the Visa/Mastercard Global ATM Network (or of such other card association as we may determine) and other networks accepting the Card in Singapore or elsewhere.

**“Digital Payment Service”** means any digital or other electronic payment or wallet service made available from time to time for use by any OCBC cardmember in connection with his/her Cards enrolled with such service for effecting payment or other transactions via any Enabled Device.

**“Enabled Device”** means a compatible mobile communications or other device associated with one or more Cards issued to a cardmember and successfully enrolled by the cardmember for use in connection with payment or other transactions through a Digital Payment Service.

**“PIN”** refers to the Personal Identification Number, as may be issued for use with your Card pursuant to the terms of this Agreement.

**“Security Procedure”** means any security procedure specified by OCBC from time to time for use by its cardmembers in connection with any issuance or activation of any Card, or payment or other transactions made therewith, including without limitation, the use of PIN codes or two factor authentication, as applicable to any Card;

**“Specified Address”** means any of your addresses stated in the application for the Card and any other address which you may notify us and any other address which we may obtain from reliable sources as determined by us.

**“Tokenised Card”** means any electronic, digital or other token associated with any VISA or MasterCard card or payment facility made available by or through OCBC for the making of payment or other authorised transactions via any Enabled Device.

### **2. USE OF CARD AND PIN**

#### **2.1 RECEIPT OF CARD/PIN**

Once your application for a Card is approved, we shall send you a Card and a Personal Identification Number (PIN) to be used in conjunction with your Card. When you receive your Card, you should promptly sign on the signature row at the back of the Card with the same signature as set out in your application form for the Card or, if there is no signature set out in

your application form, such signature as will be used by you for all Card Transactions and comply with such Card activation procedures as may be prescribed by us. By activating, signing or using the Card, and/or completing any activation procedure for any Tokenised Card, Enabled Device or Digital Payment Service, you agree to be bound by the terms and conditions of this Agreement and any other terms we may designate as applicable in respect of such Card and/or Digital Payment Service, as the case may be and to be liable for all transactions made by or through the same. No other person is allowed to use your Card to effect any transactions.

## 2.2 CARD AND PIN FACILITIES

You may use your Card for making authorised purchases. We may determine at our sole discretion the Card Facilities that you may utilise in connection with using your Card. We may add to, remove or modify any such Card Facilities at our absolute sole discretion at any time without notice to you. You acknowledge and agree that in utilising any Card Facilities, you shall be bound by such terms and conditions governing the use of such Card Facilities as may be relevant. If you intend to use your Card in connection with any Digital Payment Service, you must comply with such card activation, security and other procedures as may be prescribed by us from time to time. You shall be solely responsible for obtaining at your cost any Enabled Devices, software and/or telecommunications or other services necessary for the use of any Digital Payment Service.

## 2.3 CARD REMAINS OUR PROPERTY

The Card remains our property at all times. We may at our absolute discretion request for the Card to be returned at any time, in which case you shall cut and return the Card immediately to us, and cease all use of any Cards via any Enabled Device. Without prejudice to the generality of the foregoing, OCBC may at any time and from time to time in its absolute discretion cancel any Tokenised Card or terminate its participation in any Digital Payment Service.

## 2.4 CARD AND PIN TERMS OF USE

This Clause 2.4 shall apply if a PIN is issued to you for use with your Card. You shall not disclose the PIN to any other person and should change the PIN from time to time for security reasons. The use of any Card or PIN shall be subject to these terms and conditions and to the compliance with such requirements, limitations and procedures as may be imposed by VISA and/or MasterCard (or such other card association as appropriate) as well as to the terms and conditions imposed by us. Where you use the Card at or in any automated teller machine of the Bank or any other bank and financial institution or card institution or of the Visa/Mastercard Global ATM Network or other networks accepting the Card in Singapore or elsewhere, you shall be bound by our Terms and Conditions governing Electronics Services as amended from time to time. You shall be deemed to have made and shall be fully liable for any Card Transaction effected with the PIN. We may at any time change, de-activate, revoke any PIN or its use in our absolute sole discretion.

## 2.5 LAWFUL USE OF THE CARD AND SECURITY PROCEDURES

You shall not use any Card or Security Procedures (whether for payment or otherwise) for any transaction or activity which is illegal or prohibited under the law of the country in which such transaction or activity takes place or the law of your country of residence. You must safeguard your Enabled Device and maintain the integrity and security of any Security Procedures associated with any Card.

## 2.6 CARD AND SECURITY PROCEDURE TERMS OF USE

The use of any Card or Security Procedure shall be subject to these terms and conditions and to your compliance with such requirements, limitations and procedures as may be imposed by Visa and/or MasterCard and/or any Digital Payment Services providers (as the case may be) from time to time as well as to the terms and conditions imposed by us from time to time in relation to electronic services (including Tokenised Cards and/or Enabled Devices), facilities and transactions. Cash withdrawals from any account with us shall be subject to the terms and conditions as may be imposed by us with respect thereto. Digital Payment Services may not be available for use at all merchants or outlets, or outside Singapore. Card charges, privileges and benefits in respect of transactions made via Digital Payment Services may differ from those applicable in respect of transactions not made via Digital Payment Services.

### **3. CARD ACCOUNT AND CARD TRANSACTIONS**

#### **3.1 LIABILITY FOR TRANSACTIONS**

Save only to the extent that your liability has been expressly excluded in accordance with Clause 6.3(a) and (b) below, you shall be liable for all Card Transactions whether or not executed with your knowledge or authority or of any other account holder, regardless of how such transactions were effected and notwithstanding that the available Card Account balance or Card spending limit (as the case may be) applicable to the Card shall have been exceeded, including without limitation:

- (a) where effected via any Digital Payment Service, Enabled Device(s) and/or where any Card has been enrolled on multiple Enabled Device(s); and/or
- (b) where arising in connection with any negligence on your part (which shall be deemed to include without limitation where you fail to adopt the security measures referenced in Clause 18.2) or any security risks, including as referenced in Clause 18.1.

For the avoidance of doubt, we shall be entitled, at our sole and absolute discretion, to allow Card Transactions to be effected notwithstanding that the available Card Account balance or Card spending limit have been overdrawn or exceeded, and shall not be liable to you for any loss, charges or damages resulting therefrom. You warrant and confirm that you have obtained all requisite consents for the use of any Enabled Device(s). Unless OCBC notifies you otherwise in writing, Card Transactions made or effected via a Tokenised Card will be charged to the Card Account associated with the Card used for enrolment with the relevant Digital Payment Service via the Enabled Device and following which such Tokenised Card was issued.

#### **3.2 HOLD ON CARD ACCOUNT**

We may set aside or place a hold on your Card Account in respect of any transaction on the day such transaction is presented to us for payment or on the day we receive notice of such transaction. Such an amount set aside or held is only an estimated sum of the actual transaction and may not be identical to the actual transaction. Should we set aside or hold any amount, the balance in your Card Account shall be reduced by such amounts that we set aside. You may not stop payment on such transaction nor use any sum set aside or held by us. Where applicable, we may set aside or hold such sums for such period(s) as we deem fit after which we shall debit your Card Account for the full amount of the actual transaction. We shall have the right to increase at any time the amount that we would hold in respect of any Card Transaction which is denominated in a currency other than Singapore dollars if we are of the view that the amount initially held when converted into foreign currency would not be sufficient to pay that Card Transaction in full.

#### **3.3 CHARGES TO CARD ACCOUNT**

Subject to Clause 6.3 below, we may debit the relevant Card Account (whether before or after the termination of the use of any or all Cards) the amount of each Card Transaction made, including all Card Transactions made or effected via any Enabled Device (whether or not such cards were enrolled on such Enabled Device with your authorisation in connection with Digital Payment Services), whether by you or any other person (whether with or without your knowledge or authority). You warrant and confirm that you have obtained all requisite consents for the use of any Enabled Device(s). Unless OCBC notifies you otherwise in writing, Card Transactions made or effected via a Tokenised Card will be charged to the Card Account associated with the Card used for enrolment with the relevant Digital Payment Service via the Enabled Device and following which the Tokenised Card was issued.

### **4. OPERATING YOUR CARD ACCOUNT**

#### **4.1 DEBITING OF CARD ACCOUNT**

We may debit your Card Account with the amount of all Card Transactions. In addition, we may debit your Card Account for unauthorised transactions referred to in Clause 6.3 below. We shall re-credit your Card Account with a corresponding amount where we had previously debited your Card Account for any card transaction for which you are not liable.

#### 4.2 OVERDRAWN CARD ACCOUNT

We may at our discretion allow your Card Account to be overdrawn. We may charge an overdraft charge based on the amount of the overdrawn balance existing at any time on your Card Account. We may debit the overdraft charge to your Card Account monthly or at such other intervals as we may determine. You shall on demand pay such amount overdrawn, together with such charges as may be prescribed by us from time to time. Under no circumstances shall this be construed as the granting of any credit facilities to you.

#### 4.3 RETENTION OF CARD ACCOUNT BALANCES

Even if we have agreed otherwise in any other agreement relating to the Card Account either with you alone or with any other person(s), we shall be entitled to retain the balance on your Card Account for up to ninety (90) days after the date when your Card Account is closed or terminated (whether by you or by us). Our rights under this Agreement shall not cease after the termination of the Card Account; and we have the right to continue debiting your Card Account with overdraft charges (if any) and/or Card Transactions done before or after the closure or termination of the Card Account. Your liability (and the liability of all other persons, if any, in whose name the Card Account is maintained) to us under this Agreement for any balance due to us shall continue.

### 5. CHARGES AND FEES

#### 5.1 CASH WITHDRAWAL FEE

Cash Withdrawals (if permitted by us at our discretion) may be obtained at counters and automated teller machines of banks and financial institutions in and outside Singapore which accept the Card, up to such limit as may be determined by such banks or financial institutions from time to time. We may debit your Card Account with a fee stated in our pricing guide for each Cash Withdrawal. We may choose to waive such fee without giving notice.

#### 5.2 OTHER CHARGES

In addition to the above, we may also debit your Card Account where applicable for the following charges (unless specifically waived by us) stated in our pricing guide including but not limited to:

- (a) an annual fee or a non-refundable service fee for the maintenance of your Card and/or Card Account;
- (b) an administrative fee for production of documents and an administrative fee for any replacement card or documents relating to your Card;
- (c) service charges or fees payable in connection with enrolment with or the use of any Digital Payment Systems or transactions made thereunder or your Enabled Device, including such charges or fees imposed by equipment vendors, software companies, internet or communication services providers or other third parties;
- (d) a cancellation fee for "no show reservations" and a charge for cancelling or failing to fulfil an airline or hotel reservation secured through your Card; and
- (e) a service charge/administration fee for any action taken by us in carrying out any of your instructions and/or requests relating to your Card Account, whether such service or action is referred to or contemplated in this Agreement or otherwise.

#### 5.3 GOODS AND SERVICES TAX

You shall be responsible for all goods and services tax and all taxes imposed on or payable in respect of any amount required to be paid under this Agreement. We may debit the amount of such tax to your Card Account.

#### 5.4 CHARGES RESULTING IN OVERDRAWN ACCOUNT

We shall be entitled to debit your Card Account in respect of any sum owed by you to us (whether incurred as Card Transactions, fees, charges or otherwise) even if your Card Account would be overdrawn as a consequence.

### 6. LOSS/THEFT/MISUSE OF CARD; UNAUTHORISED ACCESS/USE; DISCLOSURE OF SECURITY PROCEDURE

#### 6.1 DUTY TO PREVENT LOSS/THEFT/FRAUD AND UNAUTHORISED ACCESS/USE

You must keep your Card and the use of your Card secure (in the respect of both physical and electronic environments) and ensure that:

- (a) your Card number (and any associated PIN) are not disclosed to any other person and that you do not compromise any Security Procedure; and
- (b) any Enabled Device is only used by you to effect transactions on any Digital Payment Service.

## 6.2 DUTY TO NOTIFY US

Should you discover that your Card or Enabled Device is lost or stolen or has been accessed or used in an unauthorised way (or the security of your PIN has been compromised), you shall notify us of the loss/theft or unauthorised access/use by calling our Customer Service Hotline or by notifying us in writing. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/misuse/disclosure and any other information that we may require.

## 6.3 LIABILITY FOR LOST/STOLEN CARDS

- (a) You shall not be liable for any transactions carried out after we have been notified of any loss/theft of the Card or disclosure of the PIN. However we shall debit the relevant Card Account for all Card Transactions (including Cash Withdrawals) carried out before we are notified of such loss/theft/disclosure, even if such transactions were carried out without your authorisation.
- (b) If the Card is lost or stolen or if the PIN is disclosed, your liability for unauthorised transactions thereafter shall be limited to \$100 in respect of charges made to your Card provided:-
  - (i) you immediately notify us;
  - (ii) you assist in the recovery of unauthorised charges;
  - (iii) you furnish to us a statutory declaration in such form as we will specify or a police report and any other information we may require; and
  - (iv) we are satisfied that such loss, theft or disclosure is not due to your negligence (which shall be deemed to include without limitation where you fail to adopt the security measures referenced in Clause 18.2) or default or your having acted fraudulently.

For the avoidance of doubt, the limitation of your liability under this Clause 6.3(b) shall not apply in respect of any transactions made via a Tokenised Card, Enabled Device or Digital Payment System.

## 6.4 CARD RETRIEVED

Once a Card has been reported as lost or stolen, it must not be used if subsequently retrieved. You shall cut the retrieved Card into pieces and return the same to us. Any Card that is thrown away or surrendered or returned to us must be cut into pieces. You shall be responsible for any loss or damage if you fail to do so.

## 6.5 REPLACEMENT CARD

We may at our discretion issue a replacement Card upon such terms and conditions as we may deem fit, and we reserve the right to charge a replacement fee as set out in our pricing guide in respect of any lost or stolen Card. Such card replacement fee shall be debited from the Card Account and shall not be refundable for any reason whatsoever. You may be required to comply with such card activation, security and other procedures as may be prescribed by us from time to time to re-enrol the replacement Card for use in respect of any Digital Payment Service.

## 6.6 LOST/STOLEN ENABLED DEVICES

In respect of each Tokenised Card enrolled on any Digital Payment Service on any Enabled Device reported as lost or stolen, if the Enabled Device is subsequently retrieved, you must remove all Tokenised Cards from such Digital Payment Service and comply with such card activation, security and other procedures as may be prescribed by us from time to time in order to re-enrol the Tokenised Card on such Digital Payment Service.

## 7. TERMINATION OF USE OF CARD AND CARD ACCOUNT

### 7.1 OUR RIGHT TO TERMINATE



We may suspend or terminate your Card, use of your Card on any Enabled Device, your access to or use of any Digital Payment Systems and/or your Card Account(s) at any time without having to give any reason or notice. Without prejudice to the generality of the foregoing, we may terminate your Card, use of your Card on any Enabled Device, your access to or use of any Digital Payment Systems and/or your Card Account(s) in the event of any change of your account status, credit history or rating, or to any mandate or instructions relating to the operation of any Card Account.

## 7.2 YOUR RIGHT TO TERMINATE

You may terminate the use of any or all Cards, or any Enabled Device, or access to or use of any Digital Payment Systems at any time by giving us written notice.

## 7.3 OBLIGATIONS UPON TERMINATION

Upon the termination of your Card Account(s) for whatever reason, you shall discontinue use of your Card(s) and you shall return the Card to us cut in pieces, or in the case of a Tokenised Card, delete such Card from all Enabled Device(s). Notwithstanding such termination, any use of the Card or the Security Procedure of a Card (whether or not by you) before it is returned to us or deleted (as the case may be) shall be deemed to be use of the Card or the Security Procedure by you. Your obligations under this Agreement will continue and we shall be entitled to debit your Card Account for overdraft charges as well as Card Transactions that are carried out before or after the termination of your Card Account. Until such transactions and any overdraft charges that may be imposed in the manner stipulated in Clause 4.2 above are paid in full, you (and any other person, if any, in whose name the Card Account is maintained) shall remain liable to us for such amounts and overdraft charges.

## 8. YOUR LIABILITY

You must pay us on demand the outstanding balances on your Card(s) and/or Card Account(s), including all sums and charges effected or debited to any and all Card(s) and/or Card Account(s) in accordance with this Agreement (whether before or after the termination of the use of any Card).

## 9. EXCLUSIONS AND EXCEPTIONS

### 9.1 CARD, SECURITY PROCEDURES AND CARD FACILITIES

We are not liable in any way:

- (a) should use of your Card or any Enabled Device(s) or any Security Procedure or use of Card Facilities be rejected by a merchant or any terminal used to process Card Transactions or if we refuse for any reason to authorise any Card Transaction;
- (b) for any malfunction, defect or error in any terminal used to process Card Transactions, or to facilitate the usage of Card Facilities, or of other machines or system of authorisation whether belonging to or operated by us or other persons or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;
- (c) for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, civil disturbance or any event outside our control or the control of any of our servants, agents or contractors;
- (d) for any damage to or loss or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card or the corruption of any such data or information, howsoever caused;
- (e) for any claim, loss, damage, delay, inability to use, or any mistake or error arising in connection with any hardware, software or service used or provided in connection with any Tokenised Card, Enabled Device or Digital Payment Service or any inability to use the same. You agree and acknowledge that Tokenised Card, Enabled Device or Digital Payment Service are made available on an "as-is", "as-available" basis, that these are not warranted to be error-free and that all risk associated with any use thereof shall be borne by you;
- (f) for any breach of any obligation of confidentiality by any third party provider of any service or facility associated with any Tokenised Card, Enabled Device or Digital Payment Service. You acknowledge and understand that use of the same involves the transmission of your personal data and transaction details through third parties which we

are unable to control, and we are not responsible or liable to you for their performance or the non-performance of their obligations to you;

- (g) (i) for any loss, theft, use or misuse of any Card or Enabled Device, or disclosure of your PIN and/or compromise of any Security Procedure and/or any breach of this Agreement (ii) for any fraud and/or forgery perpetrated on us or any merchant (iii) for any injury to your credit, character and reputation in relation to our repossession or our request for the return of any Card or your use thereof or any inability to use any Enabled Device (iv) for any delay in the release of any amount placed on hold on the Card Account (v) for any failure by us to follow payment instructions (including but not limited to GIRO or other standing payment instructions) given by you due to insufficient available funds in the Card Account or insufficient available funds arising from us putting amounts in the Card Account on hold or the delay in releasing such hold and (vi) for any hold placed on the Card Account upon receipt of a request for authorisation of a Card Transaction or a notice of a Card Transaction or a request for payment (including but not limited to a request by electronic means) notwithstanding that such request or notice was unauthorised or forged or that the Card Transaction was not carried out or rescinded;
- (h) for the interception by or disclosure to any person (whether unlawful or otherwise) of any data or information relating to you, any Card Transaction or your Card Account transmitted through or stored in any electronic system or medium, howsoever caused; and/or
- (i) for any delay, inability or failure by us to perform any of our obligations under or pursuant to this Agreement caused or contributed in any way by any one or more of the events or occurrences set out in this Clause.

## 9.2 PROBLEMS WITH GOODS AND SERVICES

We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Card. In spite of the non-delivery or non-performance or defects in any such goods and services, you shall pay us the full amount shown in the Billing Statement. If you have any complaint against a merchant, you shall resolve such dispute with such merchant. Any such dispute is between you and the merchant and we shall not be deemed to be a party to such dispute. We shall not be liable or responsible for the quantity, quality, merchantability, fitness for purpose or any other aspect of the goods and services supplied by a merchant to you or in respect of any contract or transaction entered into by such merchant whom you connected with the use of the Card.

## 10. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES

### 10.1 CONCLUSIVE EVIDENCE

Our records (including electronic, computer and microfilm stored records) of all matters relating to the Card, any Tokenised Card, Enabled Device, Digital Payment Service, the Card Account and/or of you and any certificate from us stating your liability to us as at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on you for all purposes.

We shall be entitled to treat any person in physical possession and control of any Card and/or any Tokenised Card, Enabled Device or Digital Payment Service as the rightful holder or user thereof, and are entitled to rely upon any signature, digital certificate or token or use of the Card as conclusive evidence of the fact that the Card Transaction relating thereto was authorised and properly made or effected by the cardmember, and subject to Clause 6.3(a) and (b), shall not in any way be liable for any loss, costs, damages suffered by any person including the rightful holder of the Card with respect to any transaction effected through the Card and/or any Enabled Device.

### 10.2 STATEMENTS

We will send or make available a Card Account Statement to you on a monthly or other periodic basis. The Card Account Statement shall be conclusive evidence of the state of the Card Account between us. Any error or inaccuracy in any Card Account Statement shall be notified in writing to us within 7 days from the date when such statement shall have been received, made available or deemed received by you. Each Card Account Statement shall constitute conclusive evidence that every Card Transaction stated has been effected by the Cardmember and every charge stated and every amount debited has been validly and properly incurred or

debited in the amount stated save for such error or inaccuracy which you had notified us in writing within the time prescribed.

## **11. AMENDMENTS**

### **11.1 AMENDMENTS TO THE AGREEMENT**

We may at any time at our absolute discretion and upon written notice to you, change any one or more of the terms and conditions in this Agreement, and/or any other terms we may have prescribed in connection with the use of any Card or Digital Payment System. Such change(s) shall take effect from the date stated in the notice, which shall be no less than 30 days from the date of the notice. If you do not accept such change(s), you shall repay all monies owing under your Card Account and discontinue use of the Card and instruct us to terminate the Card. Where you continue to use the Card or if any monies remain outstanding under your Card Account after such notification, you shall be deemed to have agreed and accepted such change(s).

### **11.2 RIGHT TO ADD / VARY CHARGES AND FEES**

We may at any time at our absolute discretion and upon written notice to you, add or change the prevailing rate and/or amount of any charges or fees payable by you. Such change(s) shall take effect from the date stated in the notice, which shall be no less than 30 days from the date of the notice.

### **11.3 NOTIFICATION OF CHANGES**

We may notify you of any changes to the terms and conditions in this Agreement by:-

- (a) publishing such changes in your statements;
- (b) displaying such changes at our branches or automated teller machines;
- (c) posting such changes on our website;
- (d) electronic mail or letter;
- (e) publishing such changes in any newspaper; or
- (f) such other means of communication as we may determine.

## **12. DISCLOSURE OF INFORMATION**

### **12.1 PARTIES TO WHOM DISCLOSURE MAY BE MADE**

You consent for us to, whether before or after termination of the Card Account, disclose any information relating to you or your Card Transaction or Card Account ("Information") to (i) any third party as we may deem fit in our absolute discretion, including but not limited to our subsidiaries, branches, agents, correspondents, agencies or representative offices, (ii) any person authorised by you to operate the Card Account, (iii) any merchant, bank or financial institution, (iv) any credit bureau and for such credit bureau to disclose the Information to third party or parties, including but not limited to its member banks or financial institutions, (v) any government agency, statutory board or authority in Singapore or elsewhere, (vi) any Digital Payment System operator or provider, (vii) any token provider (including in relation to any Tokenised Card), and (viii) any other person to whom we consider it in our interest to make such disclosure. You also acknowledge and agree that as the service providers of Digital Payment Systems and/or token providers are located overseas, it is necessary for your personal data to be transferred out of Singapore in order that your instructions may be carried out, and that the protection of your personal data in jurisdictions outside Singapore may not be on standards similar to those applicable in Singapore.

### **12.2 CREDIT BUREAU**

For the purpose of assessing your creditworthiness, you also authorise:-

- (a) us to obtain information relating to you from any credit bureau and consent to such credit bureau disclosing information about you to us; and
- (b) the credit bureau to disclose information about you obtained from us to its members or subscribers. Our authority, and the credit bureau's authority, to disclose such information shall survive the termination of this Agreement.

### **12.3 WRITTEN PERMISSION**

You agree that where your written permission is required by law or otherwise for any such disclosure by us, the signing of the Card application form and/or the signing of the Card and/or



the usage of the Card shall constitute and be deemed to be sufficient written permission for such disclosure.

#### **12.4 ADDITIONAL RIGHTS**

Our rights in this Clause shall be in addition and without prejudice to any other rights under the Banking Act, Chapter 19 of Singapore (as may be amended and substituted from time to time) or any other statutory provision and in law and nothing herein in this Agreement shall be construed as limiting any of these other rights.

#### **12.5 PERSONAL DATA**

You give us, our related companies (collectively, the "OCBC Group"), and our respective business partners and agents (collectively, the "OCBC Representatives") permission to collect (including by way of recorded voice calls), use and disclose your personal data for purposes reasonably required by the OCBC Group and the OCBC Representatives to enable us to provide our products and services (including without limitation the Card and services under this Agreement). Such purposes are set out in a Data Protection Policy, which is accessible at [www.ocbc.com/policies](http://www.ocbc.com/policies) or available on request and which you acknowledge and agree you have read and understood. Without prejudice to the generality of the foregoing, by enrolling any Card with or using any Digital Payment Service, you also agree to the collection, use and disclosure of your personal data (including information relating to your Card, Enabled Device, Designated Account, Card Transactions) by or to service providers of such Digital Payment Services for purposes identified in their respective prevailing data protection policies or as notified to you during such enrolment and/or from time to time amended.

### **13. SET OFF AND CONSOLIDATION**

#### **13.1 EXTENT OF OUR RIGHTS**

We may at any time and without prior notice or demand combine or consolidate any and all account(s) maintained by you with us (whether matured or not) and regardless of where your accounts are located or whether your accounts are held in your sole name or jointly with others and/or set off or transfer any sum standing to the credit in any or all such account(s) in or towards the discharge or payment of any and all sums due to us from you on any Card Account or under this Agreement whether or not the use of the Card or the Card Account has not been terminated.

#### **13.2 SET OFF AND CONSOLIDATION INVOLVING FOREIGN CURRENCIES**

Where any set off or consolidation undertaken by us involves the conversion of one currency to another, we shall make the necessary conversion at our prevailing currency exchange.

### **14. COMMUNICATION AND SERVICE OF DOCUMENTS**

Any Card (whether issued pursuant to an application or issued in renewal or replacement or any Card) and all Billing Statements, notices (including notification of any PIN or Security Procedure assigned to any Card or any cardmember and of any amendments to this Agreement) or demands from us or any document relating to or by which any legal proceeding against you is commenced by us may be sent to or served on you by leaving it at or by posting it to or dispatching it by facsimile transmission, electronic mail or through the Internet to your Specified Address. Any such Card, statement, notice, demand or document so left at or sent or despatched to you shall be effective and deemed to have been received by you:

- (a) when it is left at the Specified Address;
- (b) on the day immediately following the date of despatch, if post; or
- (c) immediately on despatch if sent by facsimile transmission, electronic mail or through the Internet, regardless of whether it is received by you or it is returned undelivered.

### **15. MISCELLANEOUS**

#### **15.1 INDEMNITY**

You shall indemnify and keep us fully indemnified against all claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) incurred, suffered or sustained by us, directly or indirectly, by reason of or in connection with this Agreement, including but not limited to:-

- (a) breach of any provision of this Agreement on your part; and/or

- (b) the enforcement or protection of our rights and remedies against you under this Agreement, or in obtaining or seeking to obtain payment of all or any part of the monies hereby agreed to be paid by you; and/or
- (c) any change in any law, regulation or official directive which may have an effect on this Agreement.

#### 15.2 REFERENCES TO SINGAPORE DOLLARS

All references to dollars and "\$" or "S\$" in this Agreement shall mean Singapore Dollars. If the billing currency in your Card Account(s) is not in Singapore Dollars, we may convert any amounts in such Card Account(s) into Singapore Dollars at such rates of exchange as we may determine.

#### 15.3 INSTRUCTIONS FROM YOU

Any requests or instructions to us shall be in writing and shall be signed by you provided that we may, but shall not be obliged to, accept and act on any instructions or requests by telex, facsimile transmission or by telephone which we believe have been given or authorised by you. If such instruction or request was not given or authorised by you and if any fraud exists, we shall not be liable for any loss or damage suffered as a result of our acting on or acceding to any such instructions or requests.

#### 15.4 CHANGE OF PARTICULARS

You shall notify us in writing (or, in such other mode(s) and/or methods agreed by us from time to time) of any change in your particulars.

#### 15.5 OUR ACCEPTANCE OF INSTRUCTIONS FOR PERIODIC PAYMENTS

Our acceptance or approval of any instruction or arrangement for monthly or periodic payment of any charge by monthly or periodic deduction made on any Card Account or in respect of any monthly or periodic Card Transaction or the execution by us of any such deduction in respect of any month or period shall not impose upon us, any obligation to continue to make such deduction in each and every month or period.

#### 15.6 DELAY OR FAILURE TO EXERCISE RIGHTS

Any delay or failure by us in exercising our rights and/ or remedies under this Agreement does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

#### 15.7 PROVISIONS OF CARD ACCOUNT TO PREVAIL/CUMULATIVE REMEDIES

The provisions of this Agreement shall supplement and not replace the provisions of any agreement you may have us with respect to any Card Account, any other agreement(s) between us and you or any of our rights arising under any such agreement(s). In the event of inconsistency, this Agreement shall prevail with respect to the use of the Card. The remedies under this Agreement are cumulative and are not exclusive of the remedies provided under the law.

#### 15.8 ADDITIONAL PRIVILEGES, OFFERS OR BENEFITS

In addition to any services, programmes, benefits, schemes or plans expressly provided for elsewhere in this Agreement, we may provide or make available at our sole discretion, any programme, scheme or plan from time to time with respect to the use or the promotion of the use of Cards, under which additional privileges, offers or benefits may be offered to you from time to time (the "Programme"). Such additional services where provided, do not form part of our legal relationship with you. Those additional services, benefits or programmes may be subject to their own terms and conditions and by participating in the Programme, you agree to be bound by such terms and conditions. If you intend to derive any privilege or benefit conferred or offered thereunder, you shall before ordering or making any purchase from any merchant involved or participating in the Programme, inform that merchant of your intention and present the Card to that merchant. OCBC shall not be liable for any failure by any third party merchant to honour any privileges, offers or benefits offered in respect of any Programme or for any breach of the terms thereof, nor for the quality or performance of any goods or services offered by them.

#### 15.9 AMENDMENTS TO PROGRAMME

We may at any time and from time to time without prior notice and without assigning any reason:

- (a) amend, modify, vary or withdraw the terms and conditions of any Programme and/or any privilege or benefit offered or conferred under any Programme;
- (b) suspend or terminate any Programme;
- (c) restrict or exclude any merchant from participation or continuing to participate in any Programme. Any privilege or benefit to be obtained from or conferred by any merchant under any Programme may be unavailable, suspended or withdrawn by that merchant at any time for any reason and whether temporarily or otherwise. We shall not be liable for any refusal of any merchant to extend or confer any privilege or benefit under any Programme for any reason whatsoever.

#### 15.10 ARRANGEMENTS WITH FINANCIAL INSTITUTIONS

Upon any arrangement made between you and any financial institution, a payment may be made to us for the credit of any Card Account, whether at regular intervals or otherwise. If that Card Account is terminated and another Card Account is established in replacement, the arrangement shall subsist and continue in relation to the Card Account that has replaced the original Card Account as from the date when the first Billing Statement with respect to the replaced Card Account is sent or availed to you.

#### 15.11 DELAY OR FAILURE TO EXERCISE RIGHTS

Any delay or failure by us in exercising our rights and/or remedies under this Agreement does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

#### 15.12 GOVERNING LAW

This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore. This Agreement shall be governed by the laws of Singapore. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability or terminate any of the terms of this Agreement.

#### 15.13 OTHER VERSIONS OF THIS AGREEMENT

In the event of any inconsistency between different versions of this Agreement, the English version shall prevail.

### 16. PLUS! ALERT NOTIFICATION SERVICE

16.1 We at our discretion may provide the Plus! Alert Notification Service (which includes, without limitation, the Plus! eAlerts Service (or by whatever name designated to it in the future)) through electronic mail, facsimile, SMS or such other media as we may deem appropriate.

16.2 The scope and features of the Plus! Alert Notification Service shall be as determined or specified by us from time to time. We shall be entitled to modify, expand or reduce the Plus! Alert Notification Service at any time and from time to time without notice as we may deem fit without assigning any reason therefor.

16.3 Any notification provided by us under the Plus! Alert Notification Service shall be transmitted or otherwise made available to you at such times as we may reasonably deem fit.

16.4 We may contract with one or more third parties to provide, maintain or host the Plus! Alert Notification Service. You acknowledge that, in providing the Plus! Alert Notification Service, we shall have to release and transmit your information (including information relating to your account(s) with us) to such third parties. You hereby agree and consent to such release and transmission of your information to such third parties. You further acknowledge that your information may be placed and stored in servers outside our control and agree that we shall have no liability or responsibility for such storage.

- 16.5 A notification under the Plus! Alert Notification Service shall be considered to be sent by us upon the broadcast of the notification by the third party to the contact particulars designated by you for the purposes of the Plus! Alert Notification Service, regardless of whether such notification is actually received by you. We do not guarantee receipt of any notification under the Plus! Alert Notification Service by you and you understand and agree that your use of the Plus! Alert Notification Service is at your own risk.
- 16.6 You shall notify us immediately of any change in your contact particulars designated by you for the purposes of the Plus! Alert Notification Service. Where you fail to inform us of such change, we shall not be responsible for any loss, damage or other consequence which you may suffer as a result of any notification being sent to your latest designated contact particulars in our records.
- 16.7 All references to a time of day in any notification sent by us under the Plus! Alert Notification Service are to Singapore time (unless otherwise specified by us).
- 16.8 All notifications under the Plus! Alert Notification Service shall be from us to you only and you should never attempt to communicate with us by directing any communication to the sender's contact number, address or other particulars which may be indicated on the notification.
- 16.9 You agree that we, our directors, officers, employees and agents are not responsible for any losses or damages, including legal fees, that may arise, directly or indirectly, in whole or in part, from: (a) the non-delivery, delayed delivery, or the misdirected delivery of a notification under the Plus! Alert Notification Service; (b) any inaccurate or incomplete content in a notification under the Plus! Alert Notification Service; or (c) the reliance by you on or use of the information provided in a notification under the Plus! Alert Notification Service for any purpose.

## **17. FATCA AND CRS POLICIES**

Our Foreign Account Tax Compliance Act (FATCA) Policy (the "FATCA Policy") and our Common Reporting Standard (CRS) Policy (the "CRS Policy") form part of this Agreement and shall be binding on you. You agree to comply with and adhere to the FATCA Policy and the CRS Policy, which are accessible at [www.ocbc.com/policies](http://www.ocbc.com/policies) or available on request. You should therefore read the FATCA Policy and the CRS Policy together with this Agreement. This Agreement is subject to the FATCA Policy and the CRS Policy. Should there be any conflict or inconsistency between any of the contents of the FATCA Policy and/or the CRS Policy and this Agreement, the contents of the FATCA Policy and/or the CRS Policy (as applicable) shall prevail.

## **18. MALWARE, PHISHING AND OTHER RISKS**

- 18.1 You acknowledge and agree that any use of Digital Payment Systems, Tokenised Cards or Enabled Devices or the use of your Cards for transactions carried out over the Internet or other communications networks may be subject to security risks which may include but not be limited to:
- (a) monitoring and recording of your personal data, transactions, usage patterns and Security Procedure responses;
  - (b) use of your personal data, transactions, usage patterns and Security Procedure responses to perform unauthorised transactions or to commit or facilitate crime;
  - (c) installation of malware, viruses, monitoring or malicious code on your computer systems and/or other devices which may then collect and communicate to third parties information or other data about you;
  - (d) malfunctioning Enabled Devices, Digital Payment Systems and network connections or hardware failure;
  - (e) "phishing" or other websites or emails which mimic the appearance of OCBC's websites or official communications, but do not in fact originate from OCBC, and which may be used to collect information about you or deceive you into transactions; and
  - (f) "man-in-the-middle" or other interception of your communications with OCBC or its service providers.

Use of Digital Payment Systems, Tokenised Cards, Security Procedures, Enabled Devices or the use of your Cards for transactions carried out over the Internet or other communications

networks is entirely at your own risk. You shall be solely liable for any Card Transactions and any loss, damage or claim arising in connection with any such use, and whether for any initial or subsequent transactions made on your Card.

18.2 You must adopt appropriate security measures to avoid such risks, which must include the following as a minimum:

- (a) you must not give or disclose your security details to any third party persons or websites or disclose or compromise any Security Procedure and you must inform us immediately upon being aware of any suspected fraud or compromise relating to any Card, Enabled Device(s) or Security Procedure;
- (b) you must equip any personal computer or other devices used to effect any Card Transactions including Enabled Device(s) and/or mobile devices ("Devices") with the latest anti-virus, anti-malware and firewall software, and ensure that the installed software is regularly updated and run with latest anti-virus signatures;
- (c) you must not jailbreak, root or modify your Device(s), or install illegitimate mobile applications as this may render such Device(s) more prone to viruses and malware;
- (d) you must not allow any third party to use, operate or control any Device(s) or your Cards/Designated Accounts;
- (e) you must monitor your record of transactions regularly, and report discrepancies to us immediately upon discovery, and in any event, not later than 7 days after any statement of account has been provided to you. You must also inform us immediately when there is a change in contact details such as mobile number and email address, for the purpose of receiving SMS alerts or email notifications for transactions performed; and
- (f) you must comply with all safe security practices prescribed by us via our website, and/or any policy or security advisory bulletin we may issue or publish from time to time, including but not limited to those set out at <https://www.ocbc.com/personal-banking/policies.html>, or such other URLs as we may designate from time to time.