

## Terms and Conditions Governing the OCBC 360 Account

(With effect from 1 November 2018)

### 1. General Terms

- 1.1 The OCBC 360 Account (the “360 Account”) is a deposit account with electronic statement. No paper statement will be issued to you.
- 1.2 You can only open **ONE** 360 Account where you are the Primary Account Holder. The signing mandate can be either sign singly or joint-alternate.
- 1.3 If you hold more than one 360 Account (as the Primary Account Holder), any additional 360 Account opened subsequently will not be eligible for Bonus Interest (defined in Clause 2.2 below). OCBC Bank reserves the right in its sole and absolute discretion to close any additional 360 Accounts and transfer the balance to the remaining 360 Account.

### 2. Base Interest and Bonus Interest

- 2.1 You will earn a prevailing interest (“Base Interest”) at varying tiers on your 360 Account balance. Base Interest will be calculated at the end of each day, based on your daily balance and credited to your 360 Account at the end of the month; truncated to 2 decimal places. No Base Interest will be credited into your 360 Account for the month, if the total amount of interest earned in such month is less than S\$0.01.
- 2.2. In addition to the Base Interest, you will receive **SIX** types of bonus interest (“Bonus Interest”) if you meet the requirements for each type of Bonus Interest in that calendar month. You may earn Bonus Interest at varying tiers based on your 360 Account balance, for certain types of Bonus Interest. Bonus Interest will be calculated at the end of each calendar month, based on the average daily balance at the end of each calendar month, subject to a cap, and will be credited into the active 360 Account on the 7<sup>th</sup> business day (excluding Saturday and Sunday) of the following month or earlier; truncated to 2 decimal places. If you do not meet the requirements for any type of Bonus Interest in any calendar month, you will not receive that type of Bonus Interest. Accounts which did not receive a Base Interest will not be eligible for Bonus Interest in that calendar month.
- 2.3 “Active 360 Account” refers to a 360 Account with regular transactional activities, such as deposits and withdrawals, within the last 12 months. If there is no such transactional activity within the last 12 months, your account is termed inactive. No Bonus Interest will be credited into an inactive 360 Account.

### 3. Eligibility Criteria for Bonus Interest

#### 3.1 Salary Bonus Interest

You must successfully credit your salary of at least the required minimum amount into your 360 Account. Only genuine employment salary credit via GIRO with transaction description “GIRO -

SALARY” printed on the monthly statement, which is credited within the calendar month is eligible. We reserve the right to request for any document or information to verify that the amount credited is your salary. Salary credit in other forms will not be eligible.

### 3.2 Step-up Bonus Interest

You must increase your average daily balance for the current calendar month by the required minimum amount from the previous calendar month. Your 360 Account must have a positive average daily balance at the end of every calendar month to be eligible.

### 3.3 Credit Card Spend Bonus Interest

You must successfully charge at least the required minimum amount in all retail transactions, aggregated from any of your OCBC Personal Credit Cards in the relevant month less off and excluding amounts in all transactions that are terminated, voided, reversed or cancelled, where you are the Principal Credit Cardmember and 360 Account Primary Account Holder. Transactions charged by the Supplementary Credit Card will be aggregated and consolidated under the Principal Credit Card. Only retail transactions with posting date within the calendar month will be eligible. OCBC Bank is not responsible for any failure or delay in the transmission or posting of the transactions made by merchants or any other party. The following are examples of the transactions that will not be eligible:

- i. Transactions arising from the use of any OCBC Credit Cards as an ATM card, ETPOS, NETS terminal or any other channels such as eNETS.
- ii. Fees or charges including annual fees, late payment fees, finance charges, cash advance fees, interest charges and all other miscellaneous fees.
- iii. Balance transfer, SmartChange, Cash advance, CreditWise and CashWise.
- iv. Transactions on credit cards that are terminated, voided, reversed or cancelled at any time for any reason, whether by the Principal Credit Cardmember or OCBC Bank.
- v. The transacted and posted amount for PayLite will be eligible for the relevant calendar month of transaction. Any subsequent monthly repayments to PayLite will not be eligible.
- vi. Transactions on Debit Cards, Business/Corporate Cards and Private label cards.
- vii. All other transactions as OCBC Bank may determine from time to time without prior notice.

### 3.4 Wealth Bonus Interest

You must successfully purchase at least the required minimum amount of any eligible financial product through OCBC Bank to qualify for the relevant tiered bonus for a pre-determined bonus period. If you make multiple purchases of eligible financial products and qualify for wealth bonus more than once, for months which different bonus periods overlap, only one bonus interest will be accorded, and the bonus period will be extended for a pre-determined period post the most recent purchase. Purchases of the same financial product will be

aggregated if their effective date, post the free look/ cancellation period or 14 days whichever is longer, falls in the same calendar month. Effective date refers to the inception date of the insurance product, trade date of unit trust, deposit start date of structured deposit and transaction date of other relevant investment products. For eligible financial products with instalment payments, only the initial payment is eligible, provided that such initial payment meets the required minimum amount. Any subsequent payments will not be eligible. Bonus interest will be accorded to the relevant calendar month for a pre-determined period post the free-look/ cancellation period or 14 days whichever is longer for the eligible financial product(s). You must be the sole policy owner or single name account holder, whichever is applicable, for the eligible financial products. For financial products denominated in foreign currency, OCBC Bank will convert the value to Singapore dollars at the Bank's prevailing exchange rate to determine if it meets the required minimum amount.

If you qualify for wealth bonus for purchases made before 1 November 2018, you will continue to enjoy the higher bonus amount for the pre-determined bonus period.

### 3.5 Grow Bonus Interest

Bonus interest is accorded on a specified amount of your average daily balance. To qualify for this bonus, you must maintain the required minimum average daily balance in your account.

### 3.6 Boost Interest

Your average daily balance for the current calendar month must be higher than your average daily balance for the previous calendar month. You can earn bonus interest on the difference between your average daily balance for the current calendar month and your average daily balance for the previous month ("Incremental Balance"), up to the Incremental Balance Cap. Any amount of Incremental Balance exceeding the Incremental Balance Cap will earn Base Interest. Your 360 Account must have a positive average daily balance at the end of every calendar month to be eligible.

3.7 For transactions or financial products that are subsequently terminated, cancelled, voided or reversed within the calendar month of consideration, relevant adjustments will be made. In the event that adjustments are not made, OCBC Bank reserves the right to claw back the amount of Bonus Interest credited.

3.8 The latest prevailing base interest rate, bonus interest rates, list of eligible financial products and eligibility criteria for Bonus Interest for the 360 Account can be found at [www.ocbc.com/360Account](http://www.ocbc.com/360Account). For avoidance of doubt, OCBC Bank reserves the right to vary (a) the base interest rate, (b) the bonus interest rates, (c) the average daily balance cap for the Bonus Interest calculation, (d) the predetermined period for Bonus Interest, (e) the list of the eligible financial products and minimum required amount, and (f) the eligibility criteria for Bonus Interest, in its sole and absolute discretion from time to time without prior notice.

#### **4. Additional Terms and Conditions**

- 4.1 OCBC Bank shall not be liable in any way for any loss of profits, business, goodwill or opportunity or indirect, special or consequential loss or damages which you or any other person may suffer or incur in connection with OCBC Bank giving effect to and to carrying out the instructions in any way whatsoever and (without prejudice to the generality of the foregoing) whether arising from fraud, negligence, breach of contract, strict liability or otherwise by OCBC Bank or its officers, employees and agents. You agree that OCBC Bank will not be liable for any failure, delay, mistake, refusal, neglect or omission in the transmission of any instructions or the making of any payment under the same.
- 4.2 You hereby irrevocably authorise OCBC Bank and its officers, employees and agents to give, disclose, divulge or reveal, in any manner howsoever, any customer information (as defined in the Banking Act of Singapore (Cap 19)) relating to me and my account(s) or any other information to any third party (including the Debiting Bank) for such commercial, banking or business purposes as OCBC Bank shall at its discretion think fit. OCBC Bank's rights and abilities under this clause shall be in addition and without prejudice to its other rights of disclosure under and pursuant to (i) the Banking Act and any other statutory provisions and in law, and (ii) any other agreement between OCBC Bank and you, and nothing herein is to be construed as limiting any of those other rights.
- 4.3 You hereby irrevocably and unconditionally undertake to fully indemnify OCBC Bank and all its employees, nominees, directors and agents and hold OCBC Bank harmless against all losses, damages, liabilities, costs and expenses which OCBC Bank may suffer or incur (including legal costs on a full indemnity basis) as a result of OCBC Bank acting or carrying out, delaying in acting or carrying out or failing to act or carry out any instructions pursuant to these terms and conditions.
- 4.4 You agree that OCBC Bank may use any agent, contractor or correspondent as OCBC Bank may deem fit to carry out or procure any of the matters or transactions under this application and OCBC Bank shall not be liable for any act, omission, neglect or willful default of such agent, contractor and/or correspondent.

#### **5. General**

- 5.1 The decision of OCBC Bank on all matters relating to the 360 Account, and the matters set out in these terms and conditions shall be final and binding.
- 5.2 These terms and conditions shall be read in conjunction with the OCBC Bank's Terms and Conditions Governing Deposits Accounts, Terms and Conditions Governing Electronic Banking Services (Personal), Terms and Conditions Governing OCBC Electronic Statements, OCBC Cardmember's Agreement, Important Notices relating to Investments and Insurance, Terms and Conditions Governing Investment Services, Terms and Conditions Governing OCBC Investment Services, Terms and Conditions Governing OCBC Investment Products And Services, Structured

Deposits Terms and Conditions and Structured Products Terms and Conditions, whichever is applicable (all copies of which are available for viewing at [www.ocbc.com](http://www.ocbc.com) and at any OCBC Bank branch). In the event of any inconsistency between these terms and conditions on one part and the OCBC Terms and Conditions Governing Deposit Accounts on the other part, these terms and conditions shall prevail.

- 5.3 In the event of any inconsistency between these terms and conditions and any brochure, marketing or material relating to the 360 Account, these terms and conditions shall prevail.
- 5.4 OCBC Bank may at any time at its absolute discretion, without notice or assignment any reason therefore, delete, vary or supplement, any one or more of these conditions in such manner as OCBC Bank shall think fit.
- 5.5 OCBC Bank shall not, to the extent permitted by law, be liable for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned matters set out in these terms and conditions.
- 5.6 These terms and conditions shall be governed by the laws of Singapore. You hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 5.7 A person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act, Cap 53B to enforce any terms and conditions.