

## OCBC CARDMEMBERS AGREEMENT

This Agreement contains the terms and conditions applicable to your Card(s) and your Card Account(s). 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, bear in mind that “you”, “your” and “cardmember” means the person named on the Card. The words “we”, “our” and “us” refers to Oversea-Chinese Banking Corporation Limited and its successors and assigns. If you are the individual requesting us to issue the Card(s) to you, you will be known as the “Principal Cardmember” and you will have an account with us called the “Card Account”. If you have received this Card(s) upon the request of a Principal Cardmember to be used in conjunction with the Principal Cardmember’s Card Account, you will be known as the “Supplementary Cardmember”, and the Card issued to you will be known as a “Supplementary Card”.

### 1. DEFINITIONS

In this Agreement,:-

“Billing Statement”	means statement(s) from us of the amount charged or debited and/or paid to the Card Account(s) of the Card issued to the Principal Cardmember and the Card(s) issued to the Supplementary Cardmember(s) stated therein. Each such statement may be on paper or may be constituted by data stored in any electronic medium or system, which may be transmitted through any computer system or facsimile machine. “Card” means any card bearing the name VISA or MasterCard and/or the service mark of VISA or MasterCard issued by us pursuant to this Agreement and any substitution, replacements or renewals thereof.
“Card Account”	in relation to any Card, means the account designated and maintained by us in relation to that Card provided that where only one account is designated and maintained by us for all the Cards issued to the Principal Cardmember and every Supplementary Cardmember, any reference to Card Account shall mean that account.
“Card Transaction”	means any type of transaction effected by using the Card.
“Cash Advance”	means an advance or payment made in any currency or by travellers’ cheques or other forms representing an amount of any currency but shall not include any withdrawals from any account with us.
“Specified Address”	means any of the following:- (i) any of your addresses stated in the application for the Card and any other address which you may notify us from time to time and any other address which we may obtain from reliable sources as determined by us; and (ii) any address from which any of your facsimile transmission or electronic mail or purporting to be your facsimile transmission or an electronic mail had been despatched to us.

### 2. USE OF CARD/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. Upon receipt of your Card, you should sign the Card and comply with such card activation procedures as may be prescribed by us. By doing so, you will be bound by the terms and conditions of this Agreement. You shall not disclose the PIN to any other person and should change the PIN from time to time for security reasons.

## 2.2 CARD AND PIN FACILITIES

You may use your Card for making authorised purchases. No other person is allowed to use the Card and/or PIN to make any transactions. The services, functions and facilities available through the use of the PIN of any Card shall be determined by us from time to time. We may modify or vary any or all of the services, functions and facilities available through the use of any Card or the PIN of any Card or suspend or terminate the availability of any or all of such services, functions and facilities without any notice to you.

## 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, whereupon you shall cut and return the Card, immediately to us.

## 2.4 CARD AND PIN TERMS OF USE

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 from time to time as well as to the terms and conditions imposed by us from time to time in relation to electronic services, 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.

## 2.5 LAWFUL USE OF THE CARD AND PIN

You shall not use the Card or PIN (whether to effect payment or otherwise) in relation to any transaction or activity which is illegal or prohibited under the law of the country in which such transaction or activity is effected or takes place or the law of your country of residence.

# 3. CREDIT LIMIT

## 3.1 CHARGES NOT TO EXCEED OVERALL CREDIT LIMIT

We may set an overall credit limit in respect of each Card Account. The total charges incurred under each Card Account by the Principal Cardmember and the Supplementary Cardmember(s) when added together, must not exceed the credit limit set for each Card Account. We may, where necessary, review and revise any of your credit limits without notice.

## 3.2 WHERE CHARGES EXCEED CREDIT LIMIT

We may choose to approve certain Card Transactions that would result in the credit limit being exceeded. Notwithstanding any credit limit that may be set or imposed, we may in our absolute discretion authorise or allow any Card Transaction even though such transaction may exceed or would as a consequence exceed the credit limit or refuse to authorise or approve any Card Transaction even though the credit limit has not been and would not be exceeded if such Card Transaction had been effected.

## 3.3 CHARGES TO CARD ACCOUNT

We may charge and debit the relevant Card Account (whether before or after the termination of the use of any or all Cards) the amount of each and every Card Transaction made or effected, whether by you or any other person (whether with or without your knowledge or authority) and notwithstanding:

- (a) that the balance due to us on the Card Account may as a consequence of any such charge or debit exceed the Credit Limit; and
- (b) that the Card Transaction was effected by the use of any Card or the PIN of any Card after the loss or theft of that Card or disclosure of the PIN in respect of that Card provided nevertheless no amount shall be debited to the Card Account in respect of any Card Transaction effected without your knowledge or authority after notice of the loss or theft of that Card or the disclosure of the PIN of that Card has been given by you and received and acted upon by us.

# 4. LOSS/THEFT OF CARD/DISCLOSURE OF PIN/ACCOUNT NUMBER

## 4.1 DUTY TO PREVENT LOSS/THEFT/FRAUD

You must keep your Card secure and ensure that your Card number and PIN are not disclosed to any other person.

#### 4.2 DUTY TO NOTIFY US

Should you discover that your Card is lost, stolen or used in an unauthorized way, you shall notify us of the loss/theft or unauthorized 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.

#### 4.3 LIABILITY FOR LOST/STOLEN CARDS

- (a) You shall not be liable for any transactions carried out after we have been notified of the loss/theft/disclosure. However we shall debit the relevant Card Account for all Card Transactions (including Cash Advances) carried out before we are notified of the 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 shall be limited to \$100 provided:-
  - (i) you immediately notify us;
  - (ii) you assist in the recovery;
  - (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 or default.

#### 4.4 CARD RETRIEVED

Once the Card has been reported as lost or stolen it must not be used if subsequently retrieved. You shall cut such retrieved original 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 liable for any loss or damage arising from any failure to do so.

#### 4.5 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 to the Card Account and shall not be refundable for any reason whatsoever.

### 5. PAYMENT

#### 5.1 LIABILITY FOR TRANSACTIONS

You are liable for all Card Transactions and Cash Advances. In addition, you shall be responsible for unauthorised transactions referred to in Clause 4.3 above.

We shall send the Principal Cardmember a Billing Statement on a monthly basis or other periodic basis listing the transactions incurred by the Principal Cardmember and the Supplementary Cardmember(s), where applicable, in respect of each Card Account(s).

#### 5.2 PAYMENT OBLIGATIONS

- (a) You shall pay us the entire outstanding balance or at least, the minimum payment specified in the Billing Statement by the payment due date. If your Card Transactions exceed your credit limit in any given month, you shall also pay all amounts by which the credit limit has been exceeded.
- (b) If payment is not made in full by the payment due date of any Billing Statement, an interest or finance charge calculated at such rate per annum as we may determine on a daily basis (subject to a minimum monthly charge of \$2.50 or such other sum as may be determined by us) shall be imposed on all transactions in both the current Billing Statement as well as the next month's Billing Statement from the transaction date until the date full payment is made. No interest or finance charge will be imposed if payment is received in full by the payment due date and there is no balance carried forward from the previous Billing Statement.
- (c) Interest accrued on the Card Account will be capitalised and debited from the Card Account at the end of each calendar month or on such other day or days that we may determine. All interest or finance charges due under the Card Account shall

be payable as well after as before judgment at such rate(s) per annum as we may determine from the payment due date, up to and including the date of actual payment.

- (d) If you fail to make at least the minimum payment specified in your Billing Statement by the payment due date, you may also be liable for a late payment charge at such rate as we may determine.
- (e) Payment by cheque must be cleared by the payment due date. Payment made through Internet Banking, PhoneBanking or ATM services after 9pm will be deemed to be received on our next business day. For payment made via iNETS Kiosk / AXS Stations before 5pm, your account will be credited on the next business day.

### 5.3 OTHER CHARGES

In addition to the above, you shall also be responsible where applicable for the following charges (unless specifically waived by us) including but not limited to:

- (a) a non-refundable annual service fee for the issue and renewal of each Principal and Supplementary Card;
- (b) a processing fee for any bill or cheque tendered in payment to us which is dishonoured for any reason whatsoever;
- (c) an administrative fee for production of documents relating to your Card;
- (d) an administrative fee for any replacement Card;
- (e) where by any arrangement between you and any financial institution (including us), any payment is to be made to us for the credit of any Card Account, whether at regular intervals or otherwise, a fee of such amount as we may determine for each occasion when any payment to us is not effected (for any reason whatsoever, including the insufficiency of funds or balance on any account) at the time when such payment should have been effected in accordance with such arrangement;
- (f) a charge for each reservation of goods, services or facilities made or paid through the use of the Card which is subsequently cancelled or not taken up and such charge shall be at the rate prescribed by the merchant with or through whom the reservation was made or at such rate as we may determine; and
- (g) a service charge or administrative fee for any service or facility provided by us or 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.

### 5.4 CASH ADVANCE

In respect of each Cash Advance made through the use of any Card and/or the PIN, we shall charge and debit the Card Account:

- (a) a fee equal to or the greater of:
  - (i) the amount equal to 6% of the amount of the Cash Advance or such other rate as we may determine (with effect from 1 April 2008); and
  - (ii) the sum of \$15.00 or such other sum as we may determine; and
- (b) an interest or finance charge calculated at such rate per annum as we may determine on a daily basis on the amount of the Cash Advance as from the date of the Cash Advance until the date on which full payment thereof is made.

### 5.5 GOODS AND SERVICES TAX

You shall be responsible for all goods and services tax and all other 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.

## 6. BALANCE TRANSFER FACILITY

You may at any time apply for the OCBC Balance Transfer Facility (the "BT Facility"), subject to this Agreement and any other rules, procedures or instructions which we may issue from time to time.

#### 6.1 ELIGIBILITY FOR BALANCE TRANSFER FACILITY

Application for the BT Facility may be made by any Principal Cardmember whose Card Account is in good standing as determined by us.

#### 6.2 APPLICATION FOR TRANSFER

- (a) You may apply for a transfer (the "Balance Transfer") of the outstanding balance(s) in Singapore dollars (the "Applied Balance Transfer Amount"), subject to a minimum amount specified by us, under any of your credit card/credit line account(s) (the "Other Card/Credit Line Account(s)") held with any bank or financial institutions in Singapore, other than with us, to the Balance Transfer Account (as defined below).
- (b) You may also apply for a Balance Transfer of the Balance Transfer Amount (as defined below) from the Balance Transfer Account to a bank account that you maintain with any bank or financial institutions in Singapore acceptable to us. Such Balance Transfer shall only be permitted from time to time as determined by us.
- (c) A Balance Transfer can only be made to a receiving account denominated in Singapore dollars.
- (d) We reserve the right to reject an application for a Balance Transfer in its entirety and/or approve only part of an Applied Balance Transfer Amount (such approved amount shall be referred to as the "Balance Transfer Amount") at our absolute discretion and without assigning any reason therefor.
- (e) All Balance Transfer applications shall be irrevocable on and after the date of the relevant approval letter issued by us (the "Approval Letter").

#### 6.3 BALANCE TRANSFER ACCOUNT

- (a) We may, on our approval of each Balance Transfer application, open an account in your name (the "Balance Transfer Account") and charge and debit the Balance Transfer Amount to/from such Balance Transfer Account on the date of the Approval Letter or such later date as determined by us.
- (b) In respect of each Balance Transfer, we shall charge and debit the relevant Balance Transfer Account an interest or finance charge calculated:
  - (i) during the promotional tenure (the "Tenure") specified in the application for such Balance Transfer, at the applicable annual interest rate at the time of such transfer as stated in its application or any other rate determined by us from time to time at our sole discretion (the "Promotional Balance Transfer Rate"); and
  - (ii) after the Tenure, at the prescribed rate applicable to your Card Account(s), on a daily basis on such outstanding Balance Transfer Amount from the date such Balance Transfer is charged and debited to/from such Balance Transfer Account until the date of payment thereof is made in full.
- (c) The interest paid on the BT Facility is not refundable whether the BT Facility is terminated at any time by you or us (including any termination of the Card Account) or whether the BT Facility is fully repaid by you anytime.
- (d) You shall be fully liable to us for any and all amounts charged to and/or debited from your Balance Transfer Account(s).
- (e) For the avoidance of doubt, the Promotional Balance Transfer Rate is not applicable to any existing or subsequent charge(s) in relation to Card Transaction(s) incurred or posted to your Card Account. OCBC\$ under the OCBC Rewards Programme, robinsons\$ under the Robinsons Rewards Programme, NTUC Linkpoints under the NTUC Loyalty Rewards Programme and any other loyalty or reward points under any other loyalty or reward programmes will not be awarded for Balance Transfers.

#### 6.4 LIABILITY TO MAKE PAYMENTS

- (a) If approved, the Balance Transfer Amount shall be credited directly into the account stated in the Balance Transfer application form maintained by you.

- (b) You shall continue to make payments on any Other Card/Credit Line Account(s) for which you have made a Balance Transfer application until the relevant Card /Credit Line is successfully credited. We shall not be liable for any overdue payment or interest or any other fees costs expenses whatsoever and howsoever incurred on such Other Card/Credit Line Account(s)

**6.5 TREATMENT OF BALANCE TRANSFER AMOUNT**

Each Balance Transfer Amount charged to and debited from any Balance Transfer Account(s) will be treated in the same manner as a charge arising from a Card Transaction in respect of a Card Account under this Agreement and will be reflected in your monthly statement issued by us for your Balance Transfer Account(s) and payable by you in accordance with the terms of this Agreement.

**6.6 REDUCTION OF CREDIT LIMIT OF CARD ACCOUNT**

The Credit Limit of your Card Account shall be reduced by an amount equivalent to the total outstanding Balance Transfers in your Balance Transfer Account(s) from time to time. Notwithstanding the foregoing, you shall pay us on demand the amount, if any, by which the aggregate of the outstanding balance on your Card Account and the total outstanding Balance Transfers exceeds the Credit Limit of your Card Account.

**6.7 BALANCE TRANSFER FACILITY FEES**

A non-refundable processing fee on the Balance Transfer Amount at a rate as determined by us at our discretion will be charged to and debited from the Balance Transfer Account (regardless whether the BT Facility is terminated at any time by you or us) for each successful Balance Transfer.

**6.8 TERMINATION OF BALANCE TRANSFER FACILITY**

Notwithstanding anything in this Agreement, we reserve the right to terminate the BT Facility and any Balance Transfer Account(s) without prior notice and without assigning reason therefor and you shall forthwith on demand repay all monies owing under the affected Balance Transfer Account(s).

**6.9 VARIATION OF INTEREST RATES OF BALANCE TRANSFER FACILITY**

We may vary the interest rate chargeable and the basis of calculation of interest at any time at our discretion without any notice and without giving any reason therefor.

**7. CASHWISE FACILITY**

You may at any time apply for the OCBC CashWise Facility (the "CashWise Facility"), subject to this Agreement and any other rules, procedures or instructions which we may issue from time to time.

**7.1 ELIGIBILITY FOR CASHWISE FACILITY**

- (a) Application for the CashWise Facility may be made by any Principal Cardmember whose Card Account is in good standing as determined by us. We may reject an application for the CashWise Facility in its entirety and/or approve only part of the requested amount at our discretion without assigning any reason therefor.
- (b) Each application for the CashWise Facility is subject to a minimum amount specified by us to be applied for under the CashWise Facility and (ii) the amount applied for and the interest to be charged thereon not exceeding the available credit limit of your Card Account less the Processing Fee (as defined below) at the time of the application for the CashWise Facility.

**7.2 APPROVAL OF CASHWISE FACILITY**

- (a) Upon approval of the CashWise Facility, whether in whole or in part, the amount approved (the "Approved Funds Transfer Facility Amount") shall be credited into a Singapore dollar denominated bank account held by you as specified in your application.
- (b) Upon approval of the CashWise Facility, your Credit Limit shall be reduced by the Aggregate Instalment Amount (as defined below). Upon your payment of a Monthly Instalment Amount, your reduced Credit Limit may, at our discretion, be increased by such amount corresponding to the amount paid pursuant to such Monthly Instalment Amount.

7.3 PAYMENT, INTEREST, FEES AND CHARGES FOR CASHWISE FACILITY

- (a) A non-refundable processing fee (the "Processing Fee") on the Approved Funds Transfer Facility Amount at a rate as determined by us at our discretion will be charged to and debited from the Card Account (regardless whether the CashWise Facility is terminated at any time by yourself or us) for each successful application.
- (b) Interest on the CashWise Facility calculated at such rate specified by us from time to time shall be payable on the Approved Funds Transfer Facility Amount. The interest payable shall be aggregated with the Approved Funds Transfer Facility Amount (the "Aggregate Instalment Amounts") to determine the amount(s) payable for each monthly instalment (the "Monthly Instalment Amount") based on the number of monthly instalments indicated on your application.
- (c) The first Monthly Instalment Amount shall be charged to and debited from the Card Account when the CashWise Facility is approved. Each subsequent Monthly Instalment Amounts will be debited on or about the same day in each following month, until the Aggregate Monthly Instalments have been completely debited to the Card Account.
- (d) An administrative fee of \$100 or at such rate as we may determine may be imposed at our discretion if the CashWise Facility is terminated (whether arising from the termination of your Card Account or otherwise) or if a prepayment of any amount under the CashWise Facility is made. The administrative fee shall be charged to and debited from the Card Account.
- (e) The interest paid on the CashWise Facility is not refundable whether the CashWise Facility is terminated at any time by you or us (including any termination of the Card Account) or whether the CashWise Facility is fully repaid by you anytime before its maturity.

7.4 TREATMENT OF CASHWISE FACILITY

Each of the Monthly Instalment Amounts, the balance of the Aggregate Monthly Instalments and any fees and charges under the CashWise Facility charged to and debited from the Card Account shall be deemed as a charge arising from and be payable by you as a Card Transaction under this Agreement, and if any such sum(s) debited to your Card Account is not paid in full when due, you shall pay the finance charges, interest and fees on the outstanding amounts at the prevailing rate.

7.5 TERMINATION OF CASHWISE FACILITY

Notwithstanding anything in this Agreement, we reserve the right to terminate the CashWise Facility without prior notice and without assigning reason therefor and you shall forthwith on demand repay all monies owing under the CashWise Facility.

7.6 VARIATION OF INTEREST RATES OF CASHWISE FACILITY

We may vary the interest rate chargeable and the basis of calculation of interest at any time in our sole discretion without any notice and without giving any reason therefor.

**8. TERMINATION OF USE OF CARD AND CARD ACCOUNT**

8.1 OUR RIGHT TO TERMINATE

We may suspend or terminate your Card and/or Card Account(s) at any time.

8.2 YOUR RIGHT TO TERMINATE

The use of any or all Cards may be terminated by the Principal Cardmember and the use of any Card issued to any Supplementary Cardmember may be terminated by that Supplementary Cardmember in each case by giving written notice thereof to us.

8.3 OBLIGATIONS UPON TERMINATION

Upon the termination of your Card Account(s) for whatever reason, you shall return such Card to us cut in pieces and notwithstanding such termination, any use of the Card or the PIN of a Card (whether or not by you) before it is returned to us shall be deemed to be use of the Card or the PIN by you.

## **9. LIABILITY OF CARDMEMBERS**

### **9.1 LIABILITY OF PRINCIPAL CARDMEMBER**

If you are the Principal Cardmember, you are liable for and must pay us on demand the outstanding balances (whether incurred by you or the Supplementary Cardmembers) on your Card Account(s), including all sums and charges effected or debited to any and all Card Accounts in accordance with this Agreement (whether before or after the termination of the use of any Card or Cards). You are jointly and severally liable with each Supplementary Cardmember for such part of the outstanding balance in connection with his/her Supplementary Card.

### **9.2 LIABILITY OF SUPPLEMENTARY CARDMEMBERS**

The Supplementary Cardmember is liable for and must pay us on demand for such part of the outstanding balance in connection with his/her Supplementary Card, including all sums and charges debited by us to any Card Account in accordance with this Agreement in respect of Card Transactions effected by the use of the Card issued to that Supplementary Cardmember and/or the PIN of such Card or the PIN issued to that Supplementary Cardmember, including the amount of all interest and other charges debited to the Card Accounts which are attributed to those Card Transactions or any of them, which remain outstanding or unpaid;

### **9.3 LIABILITY OF EACH CARDMEMBER**

The liability of the Principal Cardmember and a Supplementary Cardmember in respect of any Card or Card Account under any of the provisions of this Agreement shall be joint and several and the liability of each and all Supplementary Cardmembers under any of the provisions of this Agreement shall be separate. Any invalidity, unenforceability, release or discharge of the liability of the Principal Cardmember or any Supplementary Cardmember to us shall not affect or discharge the liability of the other cardmembers to us.

### **9.4 INTEREST/FINANCE AND LATE PAYMENT CHARGES**

If payment is not made in full by the payment due date of any Billing Statement, an interest or finance charge calculated at such rate per annum as we may determine on a daily basis (subject to a minimum monthly charge of \$2.50 or such other sum as may be determined by us) shall be imposed on all transactions in both the current Billing Statement as well as the next month's Billing Statement from the transaction date until the date full payment is made. No interest or finance charge will be imposed if payment is received in full by the payment due date and there is no balance carried forward from the previous Billing Statement. Interest accrued on the Card Account will be capitalised and debited from the Card Account at the end of each calendar month or on such other day or days that we may determine. All interest or finance charges due under the Card Account shall be payable as well after as before judgment at such rate(s) per annum as we may determine from the payment due date up to and including the date of actual payment.

## **10. EXCLUSIONS AND EXCEPTIONS**

### **10.1 CARD AND PIN**

We are not liable in any way:

- (a) should your Card or PIN 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 of other machines or systems 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) (i) for any loss, theft, use or misuse of the Card or disclosure of your PIN 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 the Card or your use of the Card;
- (f) 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
- (g) 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.

#### 10.2 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 with you connected with the use of the Card.

### 11. INSTALMENT PAYMENT PLAN

If you have applied to participate in the OCBC Instalment Payment Plan (the "Plan"), you authorise/agree/undertake with us as follows:

- (a) You authorise us to pay to the relevant merchant for your purchase of the relevant goods/services (in such manner as may be agreed between the merchant and us) and to debit your Card Account for the purchase price of the goods and services in the number of instalments indicated on the receipt containing details of the Plan.
- (b) We have the discretion to determine the size of each instalment payment as long as the total instalment payments do not exceed the purchase price.
- (c) The first instalment payment will be debited immediately from your Card Account when you purchase the goods and services. Each subsequent instalment payment will be debited on or about the same day in each following month, until the purchase price has been completely debited to the Card Account.
- (d) You agree that the credit limit related to your Card Account will be reduced by such portion of the purchase price that is unpaid, although the same may not be posted to your Card Account as yet.
- (e) If any instalment payment debited to your Card Account is not paid in full when due, you must pay us the finance charges, interest and fees on the outstanding amounts at our prevailing rate.
- (f) We may at our discretion and without notice to you debit the whole balance of the purchase price then outstanding to your Card Account at any time, in which case such balance will be immediately due and payable by you.
- (g) We may at our discretion impose an administrative fee at such rate as we may determine if the Plan is terminated (whether arising from the termination of your Card Account or otherwise) or if you make a prepayment of any amount under the Plan.

### 12. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES

#### 12.1 CONCLUSIVE EVIDENCE

Our records (including electronic, computer and microfilm stored records) of all matters relating to the Card, 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 whatsoever.

## 12.2 SIGNATURE CONCLUSIVE

We shall be entitled to rely upon and to treat any document relating to any Card Transaction with the signature of any cardmember as conclusive evidence of the fact that the Card Transaction as therein stated or recorded was authorized and properly made or effected by the cardmember.

## 12.3 BILLING STATEMENTS

We will send a Billing Statement to you on a monthly or other periodic basis. The Billing Statement shall be conclusive evidence of the state of the Card Account between us. Any error or inaccuracy in any Billing Statement shall be notified in writing to us within 7 days from the date when such statement shall have been received or deemed received by you. Each Billing Statement shall constitute conclusive evidence as against all cardmembers that every Card Transaction stated therein has been effected by the cardmember and every charge stated and every amount debited therein has been validly and properly incurred or debited in the amount stated therein save for such error or inaccuracy which you had notified us in writing within the time prescribed herein.

Any Billing Statement given to or served on the Principal Cardmember shall be deemed to have been given to and received by each and every Supplementary Cardmember at the time when the Principal Cardmember shall have received or is deemed to have received the same. We shall not be required to send to any Supplementary Cardmember any Billing Statement or any statement with respect to the Card Account of the Card issued to that Supplementary Cardmember.

## 13. APPROPRIATION OF PAYMENTS

Any and all payments made or sent by the Principal Cardmember or any Supplementary Cardmember may be applied and appropriated by us in such manner and order and to such Card Account(s) (whether relating to the Card issued to that cardmember or otherwise) and or with respect to such Card Transaction(s) as we may select or determine notwithstanding any specific appropriation by that cardmember.

## 14. AMENDMENTS

### 14.1 AMENDMENTS TO THE AGREEMENT

We may at any time at its absolute discretion and upon written notice to you, change any one or more of the terms and conditions in this Agreement. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice. If you do not accept such change(s), you shall forthwith 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 after such notification, you shall be deemed to have agreed with and accepted such change(s).

### 14.2 RIGHT TO VARY CHARGES AND FEES

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

### 14.3 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 newspapers; or
- (f) such other means of communication as we may determine.

Any notice of any change to this Agreement given to or served on a cardmember shall be deemed to have been given to and received by (all) his joint cardmember(s) at the time when the cardmember shall have received or is deemed to have received the same.

## **15. DISCLOSURE OF INFORMATION**

### **15.1 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/or its compliance committee and for such credit bureau and/or its compliance committee 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, and (vi) any other person to whom we consider in our interest to make such disclosure.

### **15.2 CREDIT BUREAU**

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

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

### **15.3 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.

### **15.4 ADDITIONAL RIGHTS**

Our rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to 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 is to be construed as limiting any of these other rights.

## **16. SET OFF AND CONSOLIDATION**

### **16.1 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 notwithstanding that:

- (a) the use of the Card or the Card Account has not been terminated; and/or
- (b) the balance then in our favour on the Card Account does not exceed the credit limit.

### **16.2 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

## **17 COMMUNICATION AND SERVICE OF DOCUMENTS**

### **17.1 COMMUNICATION AND SERVICE**

Any Card (whether issued pursuant to an application or issued in renewal or replacement of any Card) and all Billing Statements, notices (including notification of any PIN 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 proceedings against any cardmember is commenced by us may be sent to or served on any cardmember by leaving it at or by posting

it to or dispatching it by facsimile transmission, electronic mail or through the Internet to the Specified Address of that cardmember. Any such Card, statement, notice, demand or document so left at or sent or despatched to any cardmember shall be effective and deemed to have been received by that cardmember:

- (a) when it was left at the Specified Address, if left thereat;
- (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. Notwithstanding that it is not received by that cardmember or returned undelivered.

#### 17.2 COMMUNICATION INVOLVING SUPPLEMENTARY CARDMEMBERS

Any notice or any amendment to this Agreement that is sent by us to the Principal Cardmember shall be considered to have been sent and received by the Supplementary Cardmember at the same time.

### 18. MISCELLANEOUS

#### 18.1 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.

#### 18.2 REFERENCES TO SINGAPORE DOLLARS

All references to dollars and "\$" in this Agreement shall mean Singapore Dollars notwithstanding that the billing currency of the Card Account maybe a currency other than Singapore Dollars in which event the equivalent in such other currency shall apply at such rate or rates of exchange as may be determined by us. We may charge all sums payable to us under this Agreement to the relevant Card Account in the applicable billing currency. Charges incurred in the currency other than the billing currency and any payment received by us in any currency other than the billing currency shall be converted by us at such rate or rates of exchange as may be determined by us from time to time.

#### 18.3 INSTRUCTIONS FROM YOU

Any request of or instruction to us shall be in writing and shall be signed by any cardmember provided nevertheless that we may but shall not be obliged to accept and act on any instruction or request by telex, facsimile transmission or through the telephone which is believed by our officer or employee attending to such instruction or request to have been given or made or authorised by any cardmember. Notwithstanding that such instruction or request may not have been given or made or authorised by such cardmember and notwithstanding any fraud that may exist in relation thereto, we shall not be liable for any loss or damage suffered as a consequence of its acting on or acceding to any such instruction or request. Each cardmember shall provide us with written notice of any change in that cardmember's particulars.

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

Neither the acceptance or approval by us of any instruction or arrangement for any monthly or periodic payment of any charge of any person by monthly or periodic deduction effected on any Card Account or in respect of any monthly or periodic Card Transaction nor the execution by us of any such deduction in respect of any month or period shall impose upon us, any obligation to effect such deduction in respect of each and every month or period and we shall not be liable for any loss or damage suffered or incurred as a consequence of any failure by us to effect any deduction or Card Transaction in respect of any one or more month(s) or period(s).

#### 18.5 DELAY OR FAILURE TO EXERCISE RIGHTS

No forbearance or failure or delay by us in exercising any right, power or remedy is to be deemed a waiver or partial waiver thereof on our part; and no waiver by us of any breach of this Agreement on your part is to be considered a waiver of any subsequent breach of the same or any provision of this Agreement. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

#### 18.6 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES

We may provide 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 (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. If you intend to derive any privilege or benefit conferred or offered under, 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.

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 benefits 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.

#### 18.7 ARRANGEMENTS WITH FINANCIAL INSTITUTIONS

Upon any arrangement made between any cardmember and any financial institution, any 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 thereof, 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 to the Principal Cardmember or any Supplementary Cardmember.

#### 18.8 GOVERNING LAW

This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts 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.

#### 18.9 OTHER VERSIONS OF THIS AGREEMENT

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

### 19. OCBC REWARDS PROGRAMME

- 19.1 All principal VISA or MasterCard Cardmembers of Cards issued by OCBC are eligible to participate in either the OCBC\$ Rewards Programme or the Robinsons\$ Rewards Programme or the Linkpoints Rewards Programme or the cash rebates reward under OCBC Cashflo Card, whichever is applicable. Terms and conditions governing these respective rewards programmes and the cash rebates reward under OCBC Cashflo Card apply. Please visit [www.ocbc.com](http://www.ocbc.com) for more details.
- 19.2 SmartChange is open to all Principal Cardmembers issued with Cards (excluding Corporate Cards, Private Label Cards, OCBC Cashflo Card and co-brand Cards such as, Uplus, Fairprice Plus, OCBC Robinsons Visa Platinum Card, OCBC Robinsons Visa Platinum

Elite Card, BEST-OCBC Platinum MasterCard and such other credit cards as OCBC may from time to time determine) and whose Card Account(s) are in good standing with the Bank (as determined by the Bank in its sole discretion). Terms and Conditions Governing the OCBC SmartChange Scheme (available for viewing at [www.ocbc.com/smartchange](http://www.ocbc.com/smartchange)) apply.

## 20. OCBC ALERT NOTIFICATION SERVICE CLAUSE

- 20.1 We at our discretions may provide the OCBC Alert Notification Service (which includes, without limitation, the OCBC 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.
- 20.2 The scope and features of the OCBC 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 OCBC Alert Notification Service at any time and from time to time without notice as we may deem fit without assigning any reason therefor.
- 20.3 Any notification provided by us under the OCBC Alert Notification Service shall be transmitted or otherwise made available to you at such times as we may reasonably deem fit.
- 20.4 We may contract with one or more third parties to provide, maintain or host the OCBC Alert Notification Service. You acknowledge that, in providing the OCBC Alert Notification Service, we will have to release and transmit the your information (including information relating to the 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 agrees that we shall have no liability or responsibility for such storage.
- 20.5 A notification under the OCBC 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 OCBC Alert Notification Service, regardless of whether such notification is actually received by you. We do not guarantee receipt of any notification under the OCBC Alert Notification Service by you and you understand and agree that your use of the OCBC Alert Notification Service is at your own risk.
- 20.6 You shall notify us immediately of any change in your contact particulars designated by you for the purposes of the OCBC 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.
- 20.7 All references to a time of day in any notification sent by us under the OCBC Alert Notification Service are to Singapore time (unless otherwise specified by us).
- 20.8 All notifications under the OCBC 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.
- 20.9 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 OCBC Alert Notification Service;
  - (b) any inaccurate or incomplete content in a notification under the OCBC Alert Notification Service; or
  - (c) the reliance by you on or use of the information provided in a notification under the OCBC Alert Notification Service for any purpose.

Co.Reg.no: 193200032W JULY/2012

The terms and conditions under this Agreement are correct as of June 2012 and subject to changes from time to time. For the most updated terms and conditions under this Agreement, please visit [www.ocbc.com](http://www.ocbc.com)