

## OCBC DEBIT CARD MEMBERS AGREEMENT

This Agreement contains the terms and conditions applicable to your Card(s) (as defined below) and (where you are the Principal Cardmember) your Designated Account (as defined below). 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.

### 1. DEFINITIONS

In this Agreement,:-

<i>In this Agreement,:- "Card"</i>	means a debit card issued by us to you pursuant to this Agreement and any substitution, replacement or renewal thereof, and shall be deemed to include any Tokenised Card. For the avoidance of doubt, such debit card may be issued under such card scheme as may be determined by us in our sole and absolute discretion, including without limitation Visa, MasterCard and/or China Union Pay card schemes.  In addition, where you are the Principal Cardmember, references to "your Card" or "the Card" in this Agreement shall also be deemed to refer to the Principal Card and (all) Supplementary Card(s) unless otherwise specified in this Agreement.
<i>"Designated Account"</i>	refers to any such account(s) which you have designated and which we have approved for the purposes of this Agreement, which account may be maintained alone or jointly with any other person(s), and includes without limitation savings account (passbook savings, young savers, seniorate deposit, statement savings, alwadi'ah savings, call deposit), current account (interest bearing, non-interest bearing, ACU current, al-wadi'ah current), and combined account (Easi-Save, MoneyMax).
<i>"Card Facilities"</i>	refers to such facilities which we may at our absolute sole discretion provide for your Card, including without limitation, PictureCard, Contactless Payment, CashCard, NETS FlashPay and PIN facilities.
<i>"Cash Withdrawal"</i>	means the withdrawal of cash 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 and other networks accepting the Card in Singapore or elsewhere.
<i>"CashCard"</i>	refers to the stored value facility of which the Network for Electronic Transfers (Singapore) Pte. Ltd. ("NETS") is the holder and operator.
<i>"Digital Payment Service"</i>	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.
<i>"Enabled Device"</i>	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.
<i>"NETS FlashPay"</i>	refers to a CashCard which is issued with the brand name, trademark and/or logo of NETS and "NETS FlashPay".

“PictureCard”	means the PictureCard feature as governed by the OCBC PictureCard Terms and Conditions (available at <a href="http://www.ocbc.com">www.ocbc.com</a> ) as may be amended or supplemented by us from time to time.
“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, activation or use of any Card, and/or payment or other transactions made therewith, including without limitation, the use of PIN codes or two factor authentication, as applicable to any Card.
“OCBC\$ Rewards”	means the OCBC\$ Rewards Programme governed by the Terms and Conditions of the OCBC\$ Rewards Programme (available at <a href="http://www.ocbc.com">www.ocbc.com</a> ) as may be amended or supplemented by us from time to time.
“SmartChange”	refers to the OCBC SmartChange Scheme governed by the Terms and Conditions Governing the OCBC SmartChange Scheme (available at <a href="http://www.ocbc.com">www.ocbc.com</a> ) as may be amended or supplemented by us from time to time.
“Statement of Account”	shall have the meaning as set out in Clause 11.2.
“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.
“Contactless Payment”	refers to the facility that allows you to execute Card Transactions either by tapping or waving your Card against such Contactless Payment Readers (as defined in Clause 3.3 below) without requiring any signature, PIN or other authentication on your part (subject to such activation and authentication procedures referred to in Clause 3.2).

## **2. CARD AND PIN**

### **2.1. USE OF CARD**

Upon receipt of 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 FACILITIES**

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. If you are a Supplementary Cardmember, you may be subject to further activation, security and other procedures in relation to any Digital Payment Service as may be prescribed by us from time to time.

### **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, 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 Cards or terminate its participation in any Digital Payment Service.

### **2.4. 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. 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 Procedure (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 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 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. CONTACTLESS PAYMENT**

### **3.1. USE OF CONTACTLESS PAYMENT FACILITY**

This Clause 3 shall apply if the Contactless Payment facility is provided for your Card.

### **3.2. ACTIVATION AND AUTHENTICATION**

The first Card Transaction on your Card using the Contactless Payment facility shall be subject to such activation and authentication procedures as we may in our sole and absolute discretion prescribe from time to time.

### **3.3. USE AT POINT-OF-SALE TERMINALS**

The Contactless Payment facility of your Card may be used to carry out Card Transactions at all Contactless Payment point-of-sale terminals and at such other readers or systems as we may from time to time approved at our sole and absolute discretion (the "Contactless Payment Readers").

You may use your Card to effect any number of Card Transactions on Contactless Payment Readers (the "Contactless Payment Transactions") provided that the value of each Contactless Payment Transaction does not exceed S\$100 or such other amount as may be determined by us from time to time at our sole and absolute discretion without notice to you.

### **3.4. OTHER TERMS AND CONDITIONS**

The use of the Contactless Payment facility shall be subject to such terms and conditions as we may prescribe from time to time.

## **4. DESIGNATED ACCOUNT AND CARD LIMIT**

### **4.1. CARD LIMIT**

We may set a Card spending limit in relation to each Card and/or an aggregate Card spending limit in relation to your Cards (where relevant). Where we have set an aggregate Card spending limit to your Cards, the total charges incurred under each Card by the Principal Cardmember and the Supplementary Cardmember(s) when added together at any time, must not exceed such aggregate Card spending limit. We may, at our sole and absolute discretion, review and revise any of your Card spending limits (including the aggregate Card spending limit) without notice. References to "Card spending limit" in this Clause 4 shall include, where relevant, the various Card spending limits in respect of various modes of usage of each Card (such modes including use of Digital Payment Service(s)) and usage of each of the Card Facilities as well as the aggregate Card spending limit in relation to your Cards.

### **4.2. LIABILITY FOR TRANSACTIONS**

Save only to the extent that your liability has been expressly excluded in accordance with Clause 7.3(a) and (b) below, you shall be liable for all Card Transactions whether or not executed with your knowledge or authority or that of the Principal Cardmember, Supplementary Cardmember(s) or any other account holder, regardless of how such transactions were effected and notwithstanding that the available Designated 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 19.2) or any security risks, including as referenced in Clause 19.1.

For the avoidance of doubt, we shall be entitled, at our sole and absolute discretion, to allow Card Transactions by the Principal Card and/or Supplementary Card to be effected notwithstanding that the available Designated Account balance or Card spending limit has 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 Designated 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.

### **4.3. HOLD ON DESIGNATED ACCOUNT**

We may set aside or place a hold on your Designated Account in respect of any Card Transaction on the day such Card Transaction is presented to us for payment or on the day we receive notice of such Card Transaction. Such an amount set aside or held is only an estimated sum of the actual Card Transaction and may not be identical to the actual Card Transaction. Should we set aside or hold any amount, the balance in your Designated Account shall be notionally reduced by such amount that we set aside. You may not stop payment on such Card Transaction nor use any sum set aside or held by us from your Designated Account. Where applicable, we may set aside or hold such sums from your Designated Account for such period(s) as we deem fit after which we shall debit your Designated Account for the full amount of the actual Card 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.

#### **4.4. CHARGES NOT TO EXCEED CARD LIMIT**

You shall not at any time carry out or attempt to carry out such Card Transactions by the use of the Card, the aggregate value of which will cause the Card spending limit as applicable to the Card to be exceeded without our prior written approval. Where any such limit is exceeded, we may at our absolute discretion terminate this Agreement forthwith without prior notice to you. We may also refuse to authorise any transaction that you wish to effect even if such transaction would not cause your Card spending limit to be exceeded.

#### **4.5. CARD LIMIT EXCEEDED**

In calculating whether the Card spending limit has been exceeded, we may take into account the amount of any Card Transaction not yet debited from the Designated Account and of any authorisation given by us to a third party in respect of a prospective Card Transaction.

### **5. OPERATING YOUR DESIGNATED ACCOUNT**

#### **5.1. DEBITING OF DESIGNATED ACCOUNT**

We may debit your Designated Account with the amount of all Card Transactions. In addition, we may debit your Designated Account for unauthorised transactions referred to in Clause 7.3 below. We shall re-credit your Designated Account with a corresponding amount where we had previously debited your Designated Account for any Card Transaction for which you are not liable pursuant to Clause 7.3(a) and (b) below.

#### **5.2. OVERDRAWN DESIGNATED ACCOUNT**

We may at our discretion allow your Designated Account to be overdrawn. We may charge an overdraft charge based on the amount of the overdrawn balance existing at any time on your Designated Account. We may debit the overdraft charge from your Designated 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.

#### **5.3. CHANGE OF DESIGNATED ACCOUNT**

Should we approve any request by you to designate another account you have with us (including without limitation any of the types of accounts listed in the definition of "Designated Account" in Clause 1 above) in place of your existing Designated Account for the purposes of this Agreement, the account nominated by you shall become your new Designated Account. The change shall take effect from any date that we may determine. Until and unless we have approved the change of your Designated Account, this Agreement shall continue to apply to any Card Transactions for which amounts have been set aside from the previous Designated Account.

#### **5.4. RETENTION OF DESIGNATED ACCOUNT BALANCES**

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

## **6. CHARGES AND FEES**

### **6.1. CASH WITHDRAWAL FEE**

Cash Withdrawals 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 Designated Account with a fee stated in our pricing guide for each Cash Withdrawal. We may choose to waive such fee for any particular Cash Withdrawal as we may in our sole and absolute discretion determine without giving notice.

### **6.2. OTHER CHARGES**

In addition to the above, we may also debit your Designated 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 each Principal Card, Supplementary Card(s) and/or Designated 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 any preorder or reservation for goods and/or services, including without limitation reservation for an airline ticket or accommodation 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 and/or Designated Account, whether such service or action is referred to or contemplated in this Agreement or otherwise.

### **6.3. 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 from your Designated Account.

### **6.4. CHARGES RESULTING IN OVERDRAWN ACCOUNT**

We shall be entitled to debit your Designated Account in respect of any sum owed by you to us (whether incurred as Card Transactions, fees, charges or otherwise) even if your Designated Account would be overdrawn as a consequence. Where your Designated Account is overdrawn as a consequence to the foregoing, interest, fees and/or other costs will be incurred on the overdrawn amount in accordance with the terms and conditions governing the Designated Account.

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

### **7.1. DUTY TO PREVENT LOSS/THEFT/FRAUD AND UNAUTHORISED ACCESS/USE**

You must keep your Card and the use of your Card and any Enabled Device(s) secure (in 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.

### **7.2. 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, 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.

### **7.3. LIABILITY FOR LOST/STOLEN CARDS**

a. You shall not be liable for any unauthorised Card 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 Designated 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 S\$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, misuse 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 19.2) or default or your having acted fraudulently.

For the avoidance of doubt, the limitation of your liability under this Clause 7.3(b) shall not apply in respect of any transactions made via a Tokenised Card, Enabled Device or Digital Payment System.

### **7.4. CARD RETRIEVED**

Once a 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.

### **7.5. 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 Designated 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.

### **7.6. 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.

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

### **8.1. 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 Designated Account at any time. 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 Designated 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 Designated Account.

### **8.2. YOUR RIGHT TO TERMINATE**

The use of any or all Cards, or any Enabled Device, or access to or use of any Digital Payment Systems 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 for whatever reason, you shall not continue to use your Card and you shall return your 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 remain to be entitled to debit your Designated Account for overdraft charges as well as any amount incurred in or related to Card Transactions that are carried out before or after the termination of your Card. Until such amounts and any overdraft charges that may be imposed in the manner stipulated in Clause 5.2 above are paid in full, you (and any other person, if any, in whose name the Designated Account is maintained) shall remain liable to us for such amounts and overdraft charges.

## **9. YOUR LIABILITY**

### **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 and/or Designated Account, including all sums and charges effected or debited from your Card and/or Designated Account in accordance with this Agreement (whether before or after the termination of the use of any Card or Cards). The Principal Cardmember is also jointly and severally liable with each Supplementary Cardmember for such part of the outstanding balance in connection with each 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 from any Designated 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 Security Procedure applicable to such Card, or any PIN issued or Security Procedure applicable to that Supplementary Cardmember. For the avoidance of doubt, each Supplementary Cardmember is not liable for such part of the outstanding balance incurred by the Principal Cardmember or other Supplementary Cardmembers.

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

Except as expressly provided otherwise herein, the liability of the Principal Cardmember and a Supplementary Cardmember in respect of any Card or Designated Account under any of the provisions of this Agreement shall be joint and several. 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. All your liabilities and obligations shall not be affected in any way by any dispute or counterclaim or right of set-off which the Principal Cardmember and any Supplementary Cardmember(s) may have against one another.

### **9.4. LIABILITY OF JOINT ACCOUNT HOLDERS**

A joint account shall not be approved as a Designated Account unless such joint account may be operated by any account holder singly. Where any joint account is converted to a joint account which may be operated by both account holders jointly, we may at our absolute sole discretion, terminate any Card and any Tokenised Card associated with such joint account, and terminate such cards' participation in any Digital Payment Service, and such joint account shall cease to be a Designated Account. Where the Designated Account is in joint names and may be operated by any account holder singly, we may at our absolute sole discretion, at the request of any holder of the Designated Account, issue the Card(s) to such holder, and/or allow such holder to enrol such Card(s) on his/her own Enabled Device through any Digital Payment Service. All the account holders of the joint Designated Account are jointly and severally liable for, and must pay us on demand, any and all amounts due and owing on the Card and/or Designated Account and/or under this Agreement (including where such amounts arise from Card Transactions made via any Enabled Device(s)), as if each account holder of the joint Designated Account is the Principal Cardmember.

## **10. EXCLUSIONS AND EXCEPTIONS**

### **10.1. 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 in connection with the Card Facilities 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 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, terrorism, civil disturbance or any event outside our reasonable control or the reasonable 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; and/or
- 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; and
- g) (i) for any loss, theft, use or misuse of any Card or Enabled Device, or disclosure of the PIN and/ or compromise of any Security Procedure or any breach of this Agreement (ii) for any fraud and/or forgery of your signature (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 Designated 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 Designated Account or insufficient available funds arising from us putting amounts in the Designated Account on hold or the delay in releasing such hold and (vi) any hold placed on the Designated 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 were unauthorised or forged or that the Card Transaction was not carried out or rescinded.

### **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 nor are we responsible for any benefits, discounts or programmes of any merchant that we make available to you. 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 Statement of Account. 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. We will credit the Designated Account with the amount of any refund only on the receipt of the same supported by a credit voucher properly issued by the merchant. You acknowledge and agree that any refund of any amount previously charged to your Card may be subject to such terms, conditions, rules, procedures and/or guidelines as may be issued by the relevant card scheme from time to time.

## **11. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES**

### **11.1. 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 Designated 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.

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 7.3(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.

### **11.2. STATEMENTS**

We will send you the statements of account in relation to the Designated Account (“Statement of Account”) at such intervals as may be provided for in and governed by the terms and conditions governing the Designated Account. The Statement of Account shall be conclusive evidence of the state of the Designated Account between us, and you shall also notify us if you discover any error or inaccuracy in any Statement of Account. If you fail to inform us of any error or inaccuracy in the Statement of Account within fourteen (14) days from your receiving it or your deemed receipt of it, the contents of the Statement of Account shall be conclusive and binding on you. Any Statement of Account 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 Statement of Account.

## **12. AMENDMENTS**

### **12.1. 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 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 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).

### **12.2. RIGHT TO VARY CHARGES AND FEES**

We may at any time at our 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.

### **12.3. NOTIFICATION OF CHANGES**

We may provide written notice to 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 the Principal Cardmember shall be deemed to have been given to and received by (all) the Supplementary Cardmember(s) at the time when the Principal Cardmember shall have received or is deemed to have received the same.

### **13. DISCLOSURE OF INFORMATION**

#### **13.1. PARTIES TO WHOM DISCLOSURE MAY BE MADE**

You consent for us to, whether before or after termination of the Card and/or Designated Account, disclose any information relating to you or your Card Transaction(s) or Designated 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 Designated 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, (vi) Network for Electronic Transfers (Singapore) Pte Ltd, (vii) any Digital Payment System operator or provider, (viii) any token provider (including in relation to any Tokenised Card), and (ix) 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. For the avoidance of doubt, pursuant to the foregoing consent, we shall be permitted to at any time disclose Information of the Principal Cardmember and/or Supplementary Cardmember(s) to each other / one another.

#### **13.2. 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, the signing of the Card or the usage of the Card shall each constitute and be deemed to be sufficient written permission for such disclosure.

#### **13.3. ADDITIONAL RIGHTS**

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

#### **13.4. 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.

### **14. SET OFF AND CONSOLIDATION**

#### **14.1. EXTENT OF OUR RIGHTS**

In addition to any other rights to which we may be entitled by law, we are entitled at our absolute discretion, at any time and without notice or liability, to combine or consolidate the Designated Account with any account(s) maintained by you with us (wheresoever situated, including those in overseas branches, and whether such other account is held by you alone or jointly with others and whether or not such account is savings, current, time-deposit, structured deposit (whether or not such deposits have

matured or otherwise)) and set-off or transfer any monies standing to the credit of such account(s) in or towards the full or partial discharge of any sum due from or owed by you to us.

#### **14.2. 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.

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

#### **15.1. COMMUNICATION**

We may send any Card, notices (including notification of any PIN or Security Procedure assigned to any Card or any cardmember and of any amendments to this Agreement), Statements of Account or any other communication to you by facsimile transmission, short message system (SMS), electronic mail, ordinary pre-paid post or personal delivery to your last known address. Communication and notices sent by facsimile shall be deemed to have been sent and received by you on the same day. Communication and notices sent by pre-paid mail shall be deemed to have been delivered on and received by you on the day immediately after the date of posting if sent by post in Singapore, and deemed delivered and received by you five (5) days after the date of posting if sent outside of Singapore.

#### **15.2. SERVICE OF DOCUMENTS**

We may serve you with a writ of summons, statement of claim or any other legal process or document requiring personal service by delivering it personally, sending it by ordinary post or by leaving it at your last known address (whether a post office address or private residence or business residence or otherwise). You will be deemed to have been properly served on the date of delivery if we deliver process personally to you, or served on the next date after the date of posting if process is posted to you. In addition to these two (2) methods of service, we may serve you in any other method permitted by law.

#### **15.3. COMMUNICATION INVOLVING SUPPLEMENTARY CARDMEMBER**

Any notice or communication that is sent by us to the Principal Cardmember shall be deemed to have been sent and received by the Supplementary Cardmember at the same time.

### **16. REWARDS PROGRAMME AND SMARTCHANGE**

#### **16.1. REWARDS PROGRAMME**

Subject to Clause 16.3, cardmembers of certain Cards issued by OCBC may, subject to the terms of these programmes, be eligible to participate in or enjoy certain privileges associated with either the OCBC\$ Rewards Programme or such other rewards programme as we may determine in our absolute sole discretion from time to time, in each case to the extent only that each such programme is expressly designated by OCBC as applicable to the Card. Please visit [www.ocbc.com](http://www.ocbc.com) for more details. You acknowledge and agree that in participating in such rewards programme, you shall be bound by such terms and conditions governing the rewards programme as may be relevant.

#### **16.2. SMARTCHANGE**

Subject to Clause 16.3, SmartChange is open to all Principal Cardmembers issued with Cards (excluding such cards as we may from time to time determine at our sole absolute discretion) and whose Designated Account(s) are in good standing with us (as determined by us in our absolute sole discretion). You acknowledge and agree that in participating in SmartChange, you shall be bound by such terms and conditions governing SmartChange as may be relevant.

#### **16.3. EXCLUSIONS**

Notwithstanding the foregoing, transactions made via Tokenised Cards, Digital Payment Systems or Enabled Devices may be excluded from the any or all programmes referenced in this Clause 16.

## **17. MISCELLANEOUS**

### **17.1. INDEMNITY**

You shall indemnify and keep us fully indemnified against all claims, demands, actions, 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.

### **17.2. TRANSACTIONS INVOLVING FOREIGN CURRENCY**

If the currency of any Card Transaction is different from that which your Designated Account is maintained, we shall be entitled to convert such transaction into the currency of your Designated Account or any other currency at such rate(s) of exchange as we may determine; and debit your Designated Account with the amount of the Card Transaction. We may charge, credit and debit, as applicable, all sums payable to us under this Agreement to your Designated Account and for this purpose convert credits and charges incurred into the currency of your Designated Account at such rate(s) of exchange as we may determine. We reserve the right to charge a fee for every Card Transaction entered into in a different currency from that of your Designated Account.

### **17.3. INSTRUCTIONS FROM YOU**

We shall be entitled (but not obliged), at our sole discretion, to rely and act on any communication, requests or instructions which we believe in good faith to emanate from you (orally or in writing, in person or over the telephone or by facsimile or other means of telecommunication, genuine or with or without your consent or authority). Any action taken by us pursuant thereto shall bind you and we shall not be liable to you for any loss incurred or damage suffered by you as a result of such action. We shall not be under any duty to verify the identity of any person communicating purportedly as you or on your behalf.

### **17.4. PROVISIONS OF DESIGNATED ACCOUNT / CUMULATIVE REMEDIES**

The provisions of this Agreement shall supplement and not replace the provisions of any agreement you may have with us with respect to any Designated 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 to the extent of such inconsistency with respect to the use of the Card and matters connected therewith. The remedies under this Agreement are cumulative and are not exclusive of the remedies provided under the law.

### **17.5. 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 other additional services, programmes, benefits, schemes or plans 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 Programme may be subject to its 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.

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; or

- 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.

#### **17.6. DELAY OF 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 deemed a waiver of any subsequent breach of the same or any provision of this Agreement. We shall be deemed to have waived our rights only if we specifically notify you of such a waiver in writing.

#### **17.7. CHANGE OF CARD NOT TO AFFECT PAYMENT ARRANGEMENT WITH OTHER FINANCIAL INSTITUTION**

Should you make any arrangement with any financial institution for the credit or debit of any of your Cards, whether at regular intervals or otherwise, and should such Card be terminated and replaced with another Card whether because of loss of your Card or otherwise, such arrangement shall continue in relation to your new Card.

#### **17.8. OCBC ALERT NOTIFICATION SERVICE**

- a) We, at our discretion, 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.
- b) 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.
- c) 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.
- d) 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 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.
- e) 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 the your own risk.
- f) 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.
- g) 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).
- h) 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.
- i) You agree that we, its 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: 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.

#### **17.9. 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.

#### **18. 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.

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

19.1. You acknowledge and agree that any 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 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 entering transactions or providing information or compromising Security Procedures; 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.

19.2. 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 policies or security advisory bulletins 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.

## **20. OTHER VERSIONS OF THIS AGREEMENT**

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

