

OCBC BUSINESS CREDIT CARD AGREEMENT

This OCBC Business Credit Card Agreement sets out the terms and conditions applicable to each Card, Card Account, and the BCC Services that we may from time to time provide in connection respectively therewith (each capitalised term as hereafter defined).

In this Agreement, the words “we”, “our”, “us” the “Bank” and “OCBC” refer to Oversea-Chinese Banking Corporation Limited (UEN: 193200032W) and its successors and assigns.

SECTION A: GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires:

“Access Credential”	means any access credential, including without limitation any personal identification number (“PIN”), multi-factor authentication, SMS OTP, any form of biometric authentication, and any form of electronic identification or device issued, prescribed, or designated by or on behalf of the Bank for use by the Customer, any Cardholder, or any Card Administrator in connection with any Card, Card Account, or BCC Services;
“Agreement”	means this Agreement and the schedules hereto, including all supplements, variations, amendments and modifications thereto from time to time made in accordance with the terms hereof;
“Applicable Law”	includes any applicable law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other instrument, including any subsidiary legislation, regulations and any codes of practice, standards of performance, advisories, guidelines, frameworks, or written directions issued thereunder, in each case as amended, consolidated, re-enacted or replaced from time to time;
“Applicable Pricing Guide”	means the pricing guide applicable to the BCC Services, as the Bank may make available to the Customer from time to time, accessible at http://www.ocbc.com/ or via such channels as the Bank may determine. “Applicable Pricing Guide” shall be deemed to also include any and all fees applicable in connection with this Agreement as may be set out in any letter of approval for BCC Services (such as a letter of approval for issuance of Card(s)) sent by the Bank to the applicant from time to time;
“BCC Services”	means the services, products, features and/or functionalities offered by OCBC from time to time in connection with the Card or any Card Account, including but not limited to: (a) functionalities relating to the Card on OCBC Velocity and/or the OCBC Business Banking mobile app or such other electronic platforms as the Bank may designate from time to time; (b) Digital Payment Services; and (c) any other functionality allowing the Customer, Cardholders, and/or Card Administrators to operate, access, and/or receive information relating to any or all of the Card(s) or Card Account(s);
“Billing Statement”	means statement(s) issued by us of the amount charged or debited and/or paid to Card Account(s). Each such statement may be on paper or may be constituted by data stored in any electronic medium or system;
“Business Day”	means any day on which banks in Singapore are opened for business other than Saturdays, Sundays, and gazetted public holidays;
“Card”	refers to any business credit card (including any substitution, replacements or renewals thereof), whether physical or otherwise, issued by us pursuant to this Agreement. “Card” shall be deemed to include any Tokenised Card and Virtual Card;
“Card Account”	in relation to any Card, means the account maintained with the Bank in the name of the Customer and designated by the Bank for use in connection with that Card;
“Card Administrator”	means a person authorised by the Customer to: (a) manage and/or administer any or all of the Cards or Card Accounts; and/or (b) access and/or receive information relating to any or all of the Cards, Card Accounts, and/or BCC Services;
“Card Network Provider”	means Visa, and such other payment processing system, network or association that has authorised the Bank to issue Card(s);
“Card Network Rules”	the rules established by each Card Network Provider, from time to time, subject to any additional terms designated by the Bank, as notified to the Customer and/or Cardholder from time to time;
“Cardholder”	in relation to a Card, means any person: (a) designated by the Customer to be issued the Card; and (b) authorised by the Bank to be issued such Card;
“Cash Advance”	means an advance made in any currency, but does not include a withdrawal from any account with us;
“Claim”	means any claim, action, application, demand, proceeding, threat or any other analogous claims;

“Credit Limit”	in relation to a Card, refers to the maximum amount(s) of outstanding balance in favour of the Bank (under that Card) which the Bank allows the Customer to owe to the Bank on the relevant Card Account. “Credit Limit” shall be deemed to include, as applicable, any Card spending limits in respect of various permitted modes of usage of each Card (for example the use of Digital Payment Services) as well as the aggregate Card spending limit in relation to such Card;
“Customer”	means the applicant for any Card under this Agreement, being such person(s) who is/are the account holder(s) of the relevant Card Account, and shall include each account holder’s successors and, in the case of a partnership or other unincorporated entity, each account holder’s successors, executors, and personal representatives;
“Customer’s Account”	means such account(s) which the Customer may have with the Bank (regardless of the country in which such account(s) was opened) whether alone or jointly with any other person(s) and includes savings account, current account, time deposits, structured deposits and any other type of account which may be offered by the Bank from time to time;
“Device”	means any computer or other device used to perform any Transaction;
“Digital Payment Services”	means any digital or other electronic payment or wallet service made available by the Bank from time to time for use by a Cardholder to perform Transactions;
“Loss” or “Losses”	includes all losses, settlement sums, costs (including legal fees and expenses on a solicitor-client basis), penalties, fines, charges, fees, expenses, actions, proceedings, damages, Claims, demands and other liabilities, whether foreseeable or not;
“OCBC Group”	means Oversea-Chinese Banking Corporation Limited and its related corporations, as well as their respective branches, representatives, and/or agents and shall include their successors and assigns;
“OCBC Velocity”	means the services, products, features, and/or functionalities offered by the Bank from time to time through its online business banking platform currently designated by the Bank as “OCBC Velocity” (and as may be rebranded by the Bank from time to time), through https://velocity.ocbc.com/login.html or such website channel, or other electronic means as the Bank may prescribe from time to time;
“Security Procedure”	means any security procedure prescribed by us from time to time for use in connection with the issuance, activation or use of any Card, and/or payment or other transactions made therewith, including without limitation regarding the use of Access Credentials, as applicable to any Card;
“Solutions Provider”	means any third party service provider which the Customer, Cardholder or Card Administrator has authorised and instructed the Bank to provide/receive Transactional Data relating to any Card and/or Card Account, including but not limited to any Card Network Provider;
“Specified Address”	means any of the Customer, Cardholders, and/or Card Administrators’ contact details (including but not limited to addresses, facsimile numbers, and electronic mail addresses) stated in the application for any Card and any other contact details: (a) which the Customer, Cardholders, and/or Card Administrators may provide to us from time to time; (b) which we may obtain from reliable sources as determined by us (including via third parties and any online user accounts associated with the Customer, any Cardholder, and/or any Card Administrator); and (c) from which any correspondence from the Customer, Cardholders, and/or Card Administrators or purported to be from the Customer, Cardholders, and/or Card Administrators was sent or despatched to us;
“Tokenised Card”	means any electronic, digital, or other token that is: (a) associated with any business credit card issued by us pursuant to this Agreement; and (b) made available by or through OCBC for entering into or performing Transactions via any Device;
“Transaction”	means any type of transaction entered into or performed by using any Card, including without limitation any charge incurred, payment or other transfer;
“Transactional Data”	means the transactional data provided/received by the Bank on behalf of the Customer, Cardholder or Card Administrator to/from the Solutions Provider, including but not limited to: (a) information relating to the Card Account; (b) the instructions of the Customer, Cardholder or Card Administrator; (c) records of Transactions; (d) details of the Transactions, including date, applicable taxes, payments, reconciliation feeds, transactions fees and other fees; and any other information as requested by the Solutions Provider;
“Transmitted Data”	means the Transactional Data transmitted/received by the Bank to/from the Solutions Provider in relation to any Card Account;
“Velocity User”	means any holder of access credentials to operate, access, and/or receive information through OCBC Velocity, in relation to the Customer’s Account, whether in relation to the Cards or otherwise;

- “Virtual Card”** means a non-physical business credit card that is: (a) issued by us pursuant to this Agreement; and (b) associated with a Card Account; and
- “Visa”** means the payment system, processing network or association branded as such and offered by Visa Worldwide Pte. Limited and/or any of its related companies and/or any company it authorises to use its symbols, logos and trade marks in respect of payment processing systems and/or related services.

1.2 In this Agreement:

- (a) all references to any exercise of discretion or judgment by us, the making of a determination or designation by us, the application of our discretion or opinion, the granting or withholding of our consent or approval, the consideration by us of whether any matter or thing is satisfactory or acceptable, or as to its quality, or any decision to be made on our part, shall be at our sole and absolute opinion and discretion, and shall be final and conclusive and binding on each of the Customer, Cardholder(s), and Card Administrator(s);
- (b) a reference to a statutory provision shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date of this Agreement;
- (c) “person” shall include an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, and their respective successors, legal personal representatives and assigns, as the case may be;
- (d) “written” and “in writing” shall include any means of visible reproduction, “other” and “otherwise” are not to be construed ejusdem generis with any foregoing words, and whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, and references to “Clauses”, are respectively to the clauses of this Agreement;
- (e) words importing the singular shall include the plural and vice versa and words importing a specific gender shall include the other genders (male, female or neuter); and
- (f) the headings are for convenience only and shall not affect the construction of this Agreement.

1.3 Unless expressly stated otherwise, the rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies (whether provided by Applicable Law or otherwise), and the Customer shall bear all costs and expenses, including legal and other consultant fees, arising in connection with performing or ensuring the due performance of its obligations under this Agreement, and/or with any other matters referenced therein.

2. APPLICATION AND ISSUANCE OF CARDS

2.1 This Agreement shall govern all Cards which the Bank has agreed to issue. The Customer, Cardholders, and Card Administrators each agree to be bound by this Agreement. The Customer shall comply with and shall further procure and ensure and be fully responsible for the due and timely compliance of each Cardholder and each Card Administrator with: (a) this Agreement; (b) any and all Applicable Laws; and (c) the Card Network Rules, as well as such additional terms and conditions as we may specify in connection with any Card from time to time.

2.2 Each of the Customer and the Cardholder(s) agrees and acknowledges that:

- (a) the use of each Card is subject to all Applicable Laws;
- (b) it shall at all times comply with all Applicable Laws in connection with its use of any and all Cards; and
- (c) it shall comply with the Card Network Rules, including without limitation all the requirements as set out or described in the Card Network Rules to be applicable to it. It shall be deemed to have made to both the relevant Card Network Provider and the Bank any and all representations, warranties, undertakings by it as referenced or set out in the Card Network Rules. Without prejudice to the generality of the foregoing:
 - (i) it shall apprise itself of the most updated version of the Card Network Rules as may be amended and published from time to time;
 - (ii) where the Card Network Rules references the inclusion of specific provisions in this Agreement, it agrees and acknowledges that all such provisions are hereby deemed to be expressly incorporated mutatis mutandis herein and binding upon it hereunder, and it hereby undertakes to the Bank that it shall comply with any and all such specific provisions;
 - (iii) where under the Card Network Rules, the Bank is required to or otherwise stated as being responsible to ensure/procure any obligation in respect of it, it agrees and acknowledges that the Bank is hereby deemed to have expressly procured the same of it hereunder, and all such provisions are hereby deemed to be expressly incorporated mutatis mutandis and binding upon it hereunder, and it undertakes to the Bank to comply accordingly;
 - (iv) it agrees and undertakes to the Bank to be bound by and ensure the due and timely performance, at its own expense, of any directions the Bank may from time to time issue to it which the Bank in its sole and absolute discretion regards to be necessary or expedient to comply with the Card Network Rules; and
 - (v) it undertakes to the Bank not to do, or omit to do anything, that will cause the Bank or itself to be in breach of the Card Network Rules.

- 2.3 The Bank has the sole and absolute discretion as to whether or not and how to issue a Card, and the Bank is authorised to use any communications, processing or transaction system, or intermediary bank. The Bank may in connection with any application for any Card require the Customer or Cardholder from time to time to: (a) meet such eligibility criteria as the Bank may from time to time specify in its sole and absolute discretion; (b) furnish complete documentation in the form and manner prescribed by the Bank; (c) furnish supporting documents and other information or assistance required by the Bank or under Applicable Law; and/or (d) agree to be bound by such other terms and conditions as the Bank may from time to time specify in its sole and absolute discretion. The Bank shall not have any obligation to provide any reasons for or information in respect of any unsuccessful application for or the termination of any Card.
- 2.4 The Bank may, at any time, for any reason and without prior notice to the Customer and/or Cardholder, amend, update, withdraw or modify the Card(s) and/or features thereof, and/or introduce new features. Without prejudice to the generality of the foregoing, we may at any time in our sole and absolute discretion, cancel any Card or terminate the availability of such Card in any Digital Payment Service.
- 2.5 Upon receipt of the physical Card, each of the Customer and the Cardholders shall comply with such card activation procedures and Security Procedures as we may specify from time to time.
- 2.6 By activating or using any Card, and/or completing any activation procedure for any Virtual Card, Tokenised Card, Device, or any of the BCC Services, each of the Customer and the Cardholder(s) agrees:
- (a) to be bound by this Agreement and any other terms we may from time to time designate as applicable in respect of any Card and/or the relevant BCC Services (as the case may be); and
 - (b) to be liable for all Transactions entered into or performed by or through any Card, or the relevant BCC Services (as the case may be).
- 2.7 Without prejudice to the generality of the foregoing, we may from time to time require the Customer, the Cardholders, and the Card Administrators each to agree to comply with additional terms and conditions relating to the Cards, Card Accounts, Card Network Providers, and/or BCC Services (or part thereof) as a condition to use and/or access of the Cards, Card Accounts, Card Network Providers, and/or BCC Services (or part thereof).
- 2.8 The Customer, Cardholders, and Card Administrators shall each, at all times, promptly provide the Bank with any information (including without limitation corporate, payment processing, transactional or other information) the Bank or any Card Network Provider requires for the purposes of making available any BCC Services, facilitating any Transaction, meeting any request from the Card Network Provider, addressing or investigating any feedback complaints, claims, disputes or fraudulent activities, or for such other purposes relating or relevant thereto or as may be expressly notified to the Customer and/or Cardholder(s) by the Bank from time to time, and each of the Customer and the Cardholder(s) further agrees that:
- (a) such information may be disclosed to the Card Network Provider for any such purposes; and
 - (b) all information provided to the Bank shall comply with all formats, specifications, protocols and requirements as informed by the Bank from time to time.
- 2.9 Each Card remains the Bank's property at all times. We may, at our sole and absolute discretion, require each of the Customer, the Cardholder(s), and/or the Card Administrator(s) to comply with such procedures as we may prescribe from time to time, including but not limited to immediately returning any Card to us, ceasing all use of any Card via any Device, and/or unenrolling any Card from any Device and/or BCC Service.

3. LIABILITY OF THE CUSTOMER

- 3.1 The Customer shall as a primary obligation:
- (a) be fully liable and responsible for any act, omission, fraud, negligence, and/or default of any Cardholder and/or any Card Administrator;
 - (b) be liable for and shall pay us on demand any and all outstanding balances from time to time arising (whether incurred by the Customer, any Cardholder, and/or any Card Administrator) on the Card Accounts, including all sums and charges effected or debited to any and all Card Accounts, in accordance with this Agreement (regardless whether or not the relevant Card has been terminated, and whether the balances exceed or breach any Credit Limit or location or any other limit or restriction set by the Bank, the Cardholder(s), any Card Administrator and/or the Customer); and
 - (c) be liable for and indemnify us against any loss incurred by us in respect of any and all outstanding balance (including without limitation, legal fees on a full indemnity basis) from time to time arising in connection with such Cardholder's Card.
- 3.2 The Customer shall be liable for and shall pay us on demand any and all outstanding balances from time to time arising in connection with any and all Cards, including all sums and charges debited by us to any Card Account. For the avoidance of doubt, the outstanding balance shall include without limitation any and all amount of all interest (including default interest) and subscription, late payment and other charges debited to the relevant Card Account, in connection with Transactions, which remain outstanding or unpaid. For the avoidance of doubt, if full payment is not made on demand, we may levy late interest and late payment fees on the Customer and debit the relevant Card Account accordingly.

- 3.3 If the currency of any Transaction is different from that in which a Card Account is maintained, we shall be entitled to convert such transactions into the currency of the Card Account or any other currency at such rate(s) of exchange and/or levy conversion fees as we may determine from time to time in our sole and absolute discretion, and debit the Card Account with the amount of the Transaction and conversion fees (as applicable). The Customer hereby agrees to bear the inherent exchange risk in such foreign currency transactions. We may charge, credit, and debit (as applicable) all sums payable to us or by us under this Agreement to the Card Account and may convert such amounts into the currency of the Card Account at such rate(s) of exchange as we may determine.
- 3.4 For the avoidance of doubt, the Customer shall be liable for any and all Transactions, Cash Advances:
- (a) whether or not executed with the knowledge or authority of the Customer and/or any Cardholder, regardless of how or where such transactions were effected and notwithstanding that any Credit Limit has been exceeded;
 - (b) regardless of any winding up, dissolution, bankruptcy, administration, reorganisation, death, incapacity, or disability of the Customer or any Cardholder or any other person or any change in its status, function, control or ownership;
 - (c) regardless of whether any of the Transactions or other obligations of the Customer, another Cardholder or Card Administrator hereunder or in connection with a Card or a Transaction are or become illegal, invalid, unenforceable or ineffective in any respect;
 - (d) regardless of any amendment to, or any variation, waiver or release of, any obligation of the Customer, a Cardholder, Card Administrator or any other person hereunder or in connection with a Card (including any security for the obligations in connection with the Card) or a Transaction; or
 - (e) regardless of any other act, event or omission which, but for this provision might operate to discharge, impair or otherwise affect any of the obligations of the Customer or a Cardholder or any of the rights, powers or remedies conferred upon us hereunder or by law.

4. CREDIT LIMITS AND OTHER RESTRICTIONS

- 4.1 We may, upon request by the Customer, any Cardholder, and/or any Card Administrator, or as we may determine, in our sole and absolute discretion impose restrictions on the use of any or all of the Card(s) and/or BCC Services, and/or any part thereof, including without limitation restrictions on:
- (a) location(s) at which the Card(s) may or may not be used for any Transaction;
 - (b) types of Transactions (e.g. in-person or online, or nature of underlying goods/services) for which the Cards may or may not be used;
 - (c) timings at which the Cards may or may not be used for any Transaction; and/or
 - (d) categories of merchants at which the Cards may or may not be used for any Transaction,

with or without notice to the Customer, the Cardholders, and/or the Card Administrators.

- 4.2 In addition, we may, upon request by the Customer, any Cardholder, and/or any Card Administrator, or as we may determine, in our sole and absolute discretion set Credit Limits on any Cards, Transactions, and/or Card Accounts, including but not limited to:
- (a) a Credit Limit for any Card Account, which may differ across Cardholders' Card Accounts;
 - (b) an aggregate Credit Limit in respect of the Customer, such that the total charges incurred under each Card Account by the Cardholders, when added together, shall not exceed such aggregate Credit Limit, which may be smaller than the sum total of the Credit Limits assigned to all Cardholders; and/or
 - (c) prescribe multiple Credit Limits on that Card, with each Credit Limit applicable (as the Bank may determine) to certain specified use(s) of any Card,

with or without notice to the Customer, the Cardholders, and/or the Card Administrators.

- 4.3 We may from time to time at our sole and absolute discretion, vary, suspend, or cancel the Credit Limit from time to time without prior notice to the Customer, any Cardholder, and/or any Card Administrator.
- 4.4 The Customer and Cardholder(s) shall each ensure that the aggregate charges incurred under each Card shall not exceed the specified Credit Limit. Without prejudice to the generality of any other provisions hereunder, any Card that incurs charges exceeding the specified Credit Limit may be blocked or suspended by us in our sole and absolute discretion.
- 4.5 Notwithstanding any Credit Limit, we may: (a) allow any Transaction even though such Transaction may cause the Credit Limit to be exceeded; or (b) refuse to authorise or approve any Transaction even if such Transaction will not cause the Credit Limit to be exceeded, and we shall not be liable to the Customer and/or any Cardholder for any loss, charges or damages resulting therefrom.
- 4.6 We may charge and debit the relevant Card Account the amount of any and all Transactions entered into or performed using any Card, regardless whether incurred by the Cardholder or any other person, regardless whether with or without the Cardholder's knowledge or authority and notwithstanding:

- (a) that the outstanding balance due to us on the Card Account may as a consequence of any such charge or debit exceed the Credit Limit; and/or
- (b) that the Transaction arose during or after the loss or theft of that Card (and/or any Access Credential in connection with that Card).

5. ADMINISTRATION, MANAGEMENT, AND USE OF CARDS

5.1 We may, from time to time, make available features and/or functionalities via OCBC Velocity and/or any other platform as we may designate from time to time in relation to Cards or Card Accounts or BCC Services, including allowing the Customer, the Cardholders, the Card Administrators, and/or Velocity Users to: (a) manage or administer any or all of the Cards or Card Accounts; (b) access and/or receive information relating to any or all of the Cards or Card Accounts or BCC Services; and/or (c) review, request, verify, make, and/or authorise payment to the Bank in connection with the Cards or Card Accounts or BCC Services.

5.2 Each of the Customer, Cardholders, and Card Administrators agrees and acknowledges that, notwithstanding anything in this Agreement:

- (a) certain or all Velocity User(s) may from time to time be able to: (i) access and/or receive information relating to any or all of the Cards or Card Accounts or BCC Services; and/or (ii) review, request, verify, make, and/or authorise payment to the Bank on any platform or channel (including without limitation via OCBC Velocity) in connection with the Cards or Card Accounts or BCC Services;
- (b) the Bank is authorised to disclose information to Velocity User(s) as described under sub-paragraph (a) above and Clause 16; and
- (c) the Customer agrees and acknowledges that payments received by the Bank as described under sub-paragraph (a) above may be applied and appropriated by the Bank in accordance with Clause 10.8.

5.3 The Customer shall be solely responsible to ensure and procure in relation to each Cardholder, Card Administrator and Velocity User:

- (a) beyond basic user rights, privileges and access rights conferred to each Cardholder, Card Administrator and Velocity User, the configuring and administering of any additional rights, privileges and access rights for each of their respective access or use of the features and functionalities described in Clause 5.1 to meet the Customer's own requirements. The Bank shall have no obligation to perform any such configuration and administration on the Customer's behalf; and
- (b) that any access and/or use of the features and functionalities described in Clause 5.1 shall only be in the form and manner authorised by the Customer. Without limiting the generality of the foregoing, any management or administration of any or all of the Cards or Card Accounts shall only be by an authorised Cardholder and/or Card Administrator,

and the Customer shall take the sole risk and liability for any failure to implement the above sub-paragraphs (a) to (b).

5.4 Notwithstanding anything in this Agreement:

- (a) we shall have the right, in our sole and absolute discretion, to provision different rights, privileges and/or access rights to each Card Administrator and/or Velocity User in relation to the Customer's Account and/or BCC Services;
- (b) we may make available different features and/or facilities in relation to the BCC Services as between each Card Administrator; and
- (c) the rights, privileges and/or access rights of each Card Administrator may differ from those of the Cardholders.

5.5 Each of the Customer and the Cardholder(s) shall not use nor permit the use of any Card in connection with any transaction or activity which is illegal or prohibited (a) under the law of the country or territory in which such transaction or activity takes place; and/or (b) the law of the place of incorporation of the Customer and/or the Cardholder's country or territory of residence.

5.6 Each Cardholder shall keep all Cards and the use of any Card and any Devices (if applicable) secure, regardless of physical and electronic environments, and shall: (a) comply with all Security Procedures; and (b) ensure that Card details (and/or any associated Access Credentials) are not disclosed to any unauthorised person.

5.7 If the Customer and/or any Cardholder becomes aware that a Card may be lost or stolen or be accessed or used in an unauthorised way, including without limitation any unauthorised charges made to a Card or where a Device (as applicable) and/or Security Procedure has been compromised (for example the unauthorised disclosure of any PIN), the Customer and/or the Cardholder (as the case may be) shall immediately notify the Customer (in the case of the Cardholder) and the Bank by calling our customer service hotline as soon as possible, in accordance with the procedures established by the Bank from time to time therefor.

5.8 If the Bank is informed, discovers, and/or suspects (in its sole and absolute discretion) that a Card may be lost or stolen or be accessed or used in an unauthorised way:

- (a) we may require the Cardholder and/or the Customer to furnish a police report accompanied by written confirmation (or statutory declaration) in such form as the Bank may require and/or of such information that we may specify; and

(b) each of the Customer and Cardholder(s) shall comply with such procedures (including without limitation card activation, Security Procedures, re-enrolment, and/or other procedures) as we may specify in connection therewith. Each of the Customer and Cardholder(s) shall be liable for any loss or damage arising from any failure to comply with any such procedures.

5.9 The Customer's maximum liability for unauthorised charges made to a Card will be limited to the prevailing amount specified in our Applicable Pricing Guide from time to time at the time of such unauthorised charges, provided always that:

- (a) all notification procedures prescribed by the Bank therefor have been duly complied with, including without limitation as described under Clause 5.7 above;
- (b) the Customer and the relevant Cardholder assists the Bank in the recovery of the unauthorised charges incurred;
- (c) the Cardholder and/or the Customer complies with the requirements and procedures described under Clause 5.8 above; and
- (d) the Bank is satisfied following its investigations that:
 - (i) neither the Customer nor the Cardholder has by its/their act(s) or omission(s), whether directly or indirectly, caused or contributed to the occurrence of the unauthorised charges; and
 - (ii) neither the Customer nor the Cardholder has acted fraudulently, with negligence, and/or in default of its/their obligations under this Agreement.

For the avoidance of doubt, notwithstanding the foregoing, the Customer remains solely responsible for any charges incurred by each Cardholder whether or not in fact authorised by the Customer.

5.10 Once a Card has been reported as lost or stolen it must not be used if subsequently retrieved. The Cardholder shall cut such retrieved original Card into pieces. Any Card that is thrown away must be cut into pieces. The Customer shall be liable for any loss or damage arising from any failure to do so.

5.11 In the event any Card is enrolled, activated, or generated on any Device that is subsequently lost or stolen, if the Device is subsequently retrieved, the Cardholder must remove such Card from any Digital Payment Service or Device in which it is enrolled, activated, or generated.

5.12 We may, at our discretion, issue a replacement Card and/or replacement Access Credential upon such terms and conditions as we may deem fit, and we shall have the right to charge replacement fee(s) as set out in the Applicable Pricing Guide (as amended from time to time). Such replacement fee(s) may be debited to the Card Account and if so, shall not be refundable for any reason whatsoever.

5.13 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 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 Transaction in respect of any one or more month(s) or period(s).

5.14 The Customer, Cardholders, and Card Administrators each agree and acknowledge, as follows:

- (a) they shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement, and to give the Bank the full benefit of this Agreement;
- (b) any use of any BCC Services and/or Card(s) for Transactions carried out over the Internet or other communications networks shall be entirely at its own risk, and it shall be solely liable for any Transactions and any loss, damage or claim arising in connection with any such use. It shall adopt all appropriate security measures to avoid such risks;
- (c) they shall not disclose Access Credentials for any Card and/or Card Account to any unauthorised persons, or disclose or compromise any Security Procedure;
- (d) they shall monitor their record of transactions regularly (including Billing Statements issued to the Customer) and report discrepancies to the Bank immediately upon discovery, and in any event, no later than seven (7) days after any Billing Statement has been provided to them;
- (e) they shall inform us immediately if there is a change in any of their contact details, including but not limited to their mobile number and email address;
- (f) they shall equip each Device with the latest anti-virus, anti-malware and firewall software, and ensure that all installed software is regularly updated;
- (g) they shall not jailbreak or install illegitimate mobile applications on any Device;
- (h) they shall not allow any unauthorised person to use, operate or control any Device, the Card(s), or any Card Accounts; and
- (i) they shall comply with all security practices specified by us via our website, and/or any policy or security advisory bulletin we may issue or publish from time to time in connection with the use of any BCC Services, the Card(s), and/or any Security Procedure.

5.15 If a Cardholder is no longer an employee, director, or partner (as the case may be) of the Customer: (a) if the Card is physical, the Customer shall cut the Card into pieces and throw the pieces away. The Customer shall be liable for any loss or damage arising from any failure to do so; and (b) if the Card is non-physical, the Customer shall ensure that the Cardholder removes such Card from any and all electronic, digital, communication or transmission device, computer or equipment where such Card is installed.

6. DEVICES AND DIGITAL PAYMENT SERVICES

- 6.1 The Customer, Cardholders, and Card Administrators shall each, if they use or permit the use of any Device in connection with BCC Services:
- (a) do so at their sole risk;
 - (b) obtain all requisite consents, authorisations and mandates for such use of the Device; and
 - (c) be solely responsible for obtaining at its own cost any Device, software and/or telecommunications or other services as may be necessary for the use of BCC Services.
- 6.2 The Customer, Cardholders, and Card Administrators each agree and acknowledge that 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.

7. VIRTUAL AND TOKENISED CARDS

- 7.1 The Bank may from time to time, in its sole and absolute discretion, make available features enabling, Virtual Cards and Tokenised Cards to be issued.
- 7.2 The Customer, Cardholders, and Card Administrators, by using any such features to generate any Virtual Card and/or Tokenised Card, each agrees to and acknowledges that they will be bound by the prevailing terms and conditions, instructions, procedures and directions as the Bank and/or any Card Network Provider may from time to time specify in connection therewith.
- 7.3 Without limiting the generality of the foregoing, the use of any Virtual Card and/or Tokenised Card shall be subject to: (a) availability and location serviceability from time to time; (b) this Agreement; and (c) any additional terms and conditions as the Bank and/or any Card Network Provider may specify.
- 7.4 Any and all transactions made or effected via Virtual Cards and/or Tokenised Cards shall be charged to the associated Card Account(s).
- 7.5 Virtual Cards and/or Tokenised Cards may only be used in accordance with the purposes and any limits corresponding to such Cards as the Bank may specify, and each of the Customer, Cardholder(s), and Card Administrator(s) shall not use nor attempt to use nor permit the use of such Cards for any other purposes or in any manner exceeding such limits.

8. THIRD PARTY PROVIDERS

- 8.1 In addition to and without prejudice to the generality of the terms of this Agreement, each Customer, Cardholder, and Card Administrator acknowledges and agrees that certain features and functionalities relating to the Cards ("**Third Party Features**") are enabled or provided by or dependent on third party products and/or services ("**Third Party Provider**"). In this regard, each Customer, Cardholder, and Card Administrator agrees and consents to the Bank as follows:
- (a) that the use of any Third Party Features is subject to terms and conditions which any such Third Party Provider may impose, and that by using such Third Party Features, each Customer, Cardholder, and Card Administrator irrevocably agrees to be bound by the same without reserve;
 - (b) the Bank is not the provider of the Third Party Features and has no obligations or liabilities in connection therewith. Any Third Party Features are provided on an as-is basis without any representations or warranties by the Bank in connection therewith;
 - (c) the Bank shall have the right to disclose to each Third Party Provider information relating to any and all transactions made using any Card or relating thereto or to any account(s) operated by the Customer, Cardholders, and/or Card Administrators; and
 - (d) each Customer, Cardholder, and Card Administrator shall fully indemnify the Bank in connection with any loss, damage or liability that the Bank may suffer or be liable to suffer in connection with any use of any Third Party Feature and/or any claims of any Third Party Provider.

9. COMMUNICATIONS AND INSTRUCTIONS

- 9.1 Any request or instructions given by the Customer, any Cardholder, and/or any Card Administrator to us shall be in writing and duly authorised. We may but shall not be obliged to accept and act on any instruction or request which is believed by our officer or employee attending to such instruction or request to have been given or made or authorised by the Customer, Cardholder, and/or any Card Administrator. Notwithstanding that such instruction or request may not have been given or made or authorised by the Customer, Cardholder, and/or any Card Administrator 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.
- 9.2 The Customer, Cardholders, and/or Card Administrators shall each provide us with written notice of any change in any of their respective particulars.

- 9.3 Any Card (regardless whether issued pursuant to an application or issued in renewal or replacement of any Card), Billing Statement, notice (including notification of any PIN or Security Procedure assigned to any Card or Cardholder, and of any amendments to this Agreement), demand, document (including but not limited to service of any originating process relating to or by which any legal proceedings against the Customer and/or any Cardholder is commenced by us) or any other correspondence, may be sent to or served, whether in Singapore or overseas, on the Customer, any Cardholder, and/or any Card Administrator by leaving it at or by posting it to or dispatching it by facsimile transmission, electronic mail or other Internet or online communication channels (which may include without limitation messages sent to the Specified Address or to user account(s) which we determine to be associated with such person via postings, messaging or chat systems on social media or other online services).
- 9.4 Any such Card, statement, notice, demand, document or any other correspondence so left at or sent or despatched to the Customer, any Cardholder and/or any Card Administrator shall be effective and deemed to have been received by the Customer, all Cardholders, and all Card Administrators:
- (a) if it is delivered by hand, when it was left at the Specified Address;
 - (b) if by post, on the day immediately following the date of despatch; or
 - (c) if sent by facsimile transmission, electronic mail or through the aforesaid Internet communication channels, immediately on despatch.
- 9.5 Service of any documents (including without limitation any originating process) in accordance with this Clause 8, shall be deemed to be good and valid service, notwithstanding that such documents may not have been received by the Customer, any Cardholder, and/or any Card Administrator, or returned undelivered.

10. PAYMENT

- 10.1 We shall have the right (but not the obligation) to issue Billing Statement(s) to the Customer, and we may also issue on a monthly basis or other periodic basis as we may determine in our sole and absolute discretion from time to time. We may transmit Billing Statement(s) in such form and manner as we may determine, and through any computer system or facsimile machine or in such other manner as we may determine.
- 10.2 The Customer agrees to verify the correctness of all details contained in each Billing Statement and to notify the Bank within seven (7) days from the date of such Billing Statement of any discrepancies, omissions, or errors therein. Upon expiry of this period, the details in the Billing Statement shall be conclusive as against the Customer (including that every charge stated and every amount debited therein has been validly and properly incurred or debited in the amount stated therein) save for such alleged errors so notified but subject always to the Bank's right to correct any errors contained therein at any time notwithstanding such acceptance by the Customer.
- 10.3 The entire outstanding balance indicated in each Billing Statement shall be due and payable by the Customer to the Bank in the manner and to such account(s) as may from time to time be designated in writing by the Bank. For the avoidance of doubt, if the Transactions exceed any Credit Limit in respect of any Card Account in any given month, the Customer shall also pay all amounts by which the Credit Limit has been exceeded.
- 10.4 Unless the Bank agrees in writing otherwise, all payment by the Customer to the Bank under this Agreement shall be made in SGD.
- 10.5 If payment is not received by us in full by the payment due date of any Billing Statement:
- (a) 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 or such other sum as may be determined by us, each as we may specify in the Applicable Pricing Guide) 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 received by us; and
 - (b) interest accrued on a Card Account shall 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 a 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 we receive the actual payment.
- 10.6 In addition to the interest or finance charges in respect of failure to make full payment by the due date, if we do not receive at least the minimum payment specified in each Billing Statement by the payment due date, the Customer may also be liable for a late payment charge at such rate as we may specify in the Applicable Pricing Guide (as amended from time to time).
- 10.7 If payment is made by cheque, payment thereby will not be considered as having been made until such cheque has been cleared. Payment successfully made through internet banking, phone banking or ATM services after 9pm will be deemed to be received on the next Business Day. Payment successfully made via iNETS Kiosk / AXS Stations before 5pm will be deemed to be received on the next Business Day.

- 10.8 Any and all payments received by us, whether from the Customer, any Cardholder, any Card Administrator, and/or any Velocity User may be applied and appropriated by us in such manner and order and to such Card Account (whether relating to the Card issued to that Cardholder or otherwise) and/or with respect to such Transactions as we may determine.

Renewal fees

- 10.9 The Cards shall expire at such time and in such manner as the Bank may from time to time specify in its sole and absolute discretion. In respect of physical Cards, the Bank may prescribe the expiry date by embossing on the Card the month and year at the end of which the Card will expire. Unless earlier terminated in accordance with this Agreement, each Card will be renewed automatically by the Bank and relevant fees (including annual service fees) may be debited to the Card Account. The Bank shall have the right to refuse to renew Cards without stating its reasons.
- 10.10 If the Cardholder has not received their new Card fourteen (14) days or less prior to the expiry of their current Card, the Cardholder shall report this immediately to the Bank.

Other charges

- 10.11 In addition to the above, the Customer shall also be responsible for any charges or fees as stated in the Applicable Pricing Guide (as amended from time to time) or as we may otherwise prescribe, including but not limited to:
- (a) annual service fees for the issue and renewal of each Card;
 - (b) processing fees for any bill or cheque tendered in payment to us which is dishonoured for any reason whatsoever;
 - (c) administrative fees, e.g. for production of documents relating to any Card, or for any replacement Card;
 - (d) where by any arrangement between the Customer 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;
 - (e) a charge for each reservation of goods, services or facilities made or paid through the use of any 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;
 - (f) service charges or fees payable in connection with the use of any BCC Services or any Device, including such charges or fees imposed by equipment vendors, software companies, internet or communication services providers or other third parties; and/or
 - (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 instructions and/or requests relating to the Card Account, whether such service or action is referred to or contemplated in this Agreement or otherwise.

Cash Advance

- 10.12 Each Cardholder may use a Card to request a Cash Advance up to a limit that may be prescribed by us at our sole and absolute discretion without prior notice to the Customer and/or any Cardholder. If we in our sole and absolute discretion approve such request, in respect of each Cash Advance made through the use of any Card, we may charge and debit the corresponding Card Account:
- (a) a Cash Advance fee at a percentage of the Cash Advance amount, subject to a minimum amount as stated in the Applicable Pricing Guide (as amended from time to time), or any such rate or at such amount as we may determine; and
 - (b) an interest or finance charge at such rate per annum as we may determine on a daily basis on the amount of the Cash Advance as from the date the Cash Advance is made up to the date on which full payment is received by us.

Taxes

- 10.13 Each of the Customer and the Cardholder(s) 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. Where the Customer and/or the Cardholder (as the case may be) is required under Applicable Law, regulation or by any authority to deduct or withhold any sum or part of monies payable to the Bank under this Agreement, the Customer and/or the Cardholder (as the case may be) shall make such deduction or withholding as required and the amount payable to the Bank shall be increased so that the Bank receives a net amount equal to the amount which have been due to the Bank in the absence of any such deduction or withholding.

Discretion to handle credit balance

- 10.14 We may, at our sole and absolute discretion, pay or remit any credit balance on the Card Account to the Customer in any manner determined by us. Without prejudice to the generality of the foregoing, in respect of any such credit balance, we shall be entitled to:

- (a) transfer all or any part of such credit balance on the Card Account by way of funds transfer to any of the Customer's Account(s) with us, including banking account(s); or
- (b) pay all or any part of such credit balance by such mode as we determine appropriate including by way of cheque or cashier's order to Customer, provided that if the Customer and/or Cardholders have any outstanding liabilities owing to us, whether under this Agreement or otherwise, we have the sole and absolute discretion (but not the obligation), without prejudice to any other rights we may have, and without further notice, to apply such credit balance to set-off such outstanding liabilities, whether in whole or in part.

We shall have no obligation to enquire about any beneficial rights of any parties to any such credit balance, or any entitlement of the Customer or any Cardholder to such monies. Any payment or remittance of any credit balance made by us to the Customer under this Clause 10.14 shall be deemed to be the full and final discharge of our liabilities in relation to such credit balance, whether to the Customer, any Cardholder or any other person.

11. TERMINATION

11.1 We may at any time and in any manner as we in our sole and absolute discretion consider appropriate, without giving any reason and with or without notice to the Customer, the Cardholders, and/or the Card Administrators and without liability whatsoever, immediately: amend, update, withdraw, modify, change, terminate, restrict, block and/or suspend any Cards, use of any Cards on any Device, access to or use of any BCC Services, and/or any Card Account(s), for such duration as we deem fit, including:

- (a) where there is any change to the Customer and/or any Cardholder's account status, credit history or rating, or to any mandate or instructions relating to the operation of any Card Account; and/or
- (b) where any account opened with us by the Customer (including without limitation any Card Account) is suspended or terminated for any reason.

11.2 In addition to and without prejudice to any rights or remedies of the Bank at law or in equity, the Bank shall have the right to terminate this Agreement upon 30 days prior written notice to the Customer, Cardholder and/or Card Administrator (as the case may be).

11.3 The Customer shall have the right to terminate this Agreement upon 30 days prior written notice to the Bank.

11.4 In the event of termination of this Agreement howsoever caused, save only to the extent where prohibited by Applicable Law:

- (a) the Customer, Cardholders, and Card Administrators shall each comply with such procedures as we may prescribe from time to time at our sole and absolute discretion in connection with such termination;
- (b) any and all obligations of the Customer to make any payment to the Bank under this Agreement accrued up to the termination or expiry date of this Agreement shall immediately fall due and payable. For the avoidance of doubt, we shall be entitled to levy finance charges (as stated in the Applicable Pricing Guide (as amended from time to time)) calculated on the entire balance due to us on the Card Accounts, and debit such charges from any or all the Card Accounts in the manner set out under Clause 10;
- (c) Clauses 8, 11, 12, 13, 14, 15, 16, 17, 18, and those rights or obligations of the parties to this Agreement which are expressly or by implication intended to survive termination or expiry, shall survive and continue to bind the parties to this Agreement, their respective successors, and assigns; and
- (d) all licences granted to Customer, Cardholder(s), and/or Card Administrator(s) by the Bank under this Agreement shall, if not already terminated or otherwise ceased, immediately terminate.

12. REPRESENTATIONS AND WARRANTIES

12.1 The Customer represents and warrants to the Bank that it is duly established and existing under the laws of its country of incorporation.

12.2 The Customer, Cardholder and Card Administrators each:

- (a) confirm the representations and warranties contained in the application form for the issuance of the Card(s) as being true and correct;
- (b) represent and warrant in respect of each of the Customer, Cardholders, and Card Administrators that:
 - (i) each of them has full power and capacity to enter into and perform this Agreement;
 - (ii) this Agreement has been duly executed and is and will remain valid, binding and enforceable against each of them; and
 - (iii) no steps have been taken by any of them nor have any legal proceedings been started or threatened in respect of bankruptcy, winding up or for the appointment of a receiver, trustee or similar officer of any of their assets in their country of incorporation;
- (c) undertake to immediately inform the Bank in writing of:
 - (i) any changes to the representations and warranties given to the Bank, including without limitation those contained in this Agreement and in the application form for the issuance of the Card(s);

- (ii) any termination or suspension of employment of any Cardholder with the Customer;
- (iii) any bankruptcy application or petition filed against any Cardholder;
- (iv) the commencement of any insolvency proceeding against any Cardholder;
- (v) the threatened cessation or dissolution of the Customer's business;
- (vi) any changes or proposed changes to:
 - (A) the Customer's business and/or in the organisation or structure of the Customer;
 - (B) to the particulars of the Customer, any Cardholder or its representatives authorised to communicate with us (including without limitation any Card Administrator) in connection with any Card or Card Account; and/or
 - (C) in any Cardholder's position, division or department; and
- (vii) any other information as we may request from time to time in connection with this Agreement.

12.3 To the maximum extent permissible under Applicable Laws, the Customer, Cardholders and Card Administrators each agree and acknowledge that:

- (a) except as expressly provided herein, any and all BCC Services and/or Card(s), as well as any Card Network Provider's services, any security measures or features and/or measures relating to any Card Network Provider provided under this Agreement are on an "as is" basis without warranty of any kind (whether express, statutory, implied or otherwise) at the Customer's sole risk; and
- (b) the Bank hereby expressly disclaims all warranties, whether express, statutory or implied, oral or in writing, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, accuracy, adequacy, completeness, timeliness, merchantability, currency, reliability, performance, security, fitness for a particular purpose, continued availability, or inter-operability with other systems or services, and no such warranty or representation is given in conjunction with the BCC Services, Card(s), any Card Network Provider's services, any security measures or features, and/or measures relating to any Card Network Provider.

12.4 For the avoidance of doubt:

- (a) to the extent any of the BCC Services and/or Transaction, or part thereof, is provided by one or more Card Network Provider(s), the Customer, Cardholders, and Card Administrators each agree that the provision of any such BCC Services and/or Transaction, or part thereof (as the case may be) is the sole responsibility of the relevant Card Network Provider. We neither own nor operate such Card Network Provider and we have no obligations in respect of any Card Network Provider's due performance. The fullest extent of our obligations in connection with any such Card Network Provider is only to facilitate such BCC Services and/or Transaction, or part thereof (as the case may be) on a pass-through basis, "as is", "as available", and "as received" by us; and
- (b) we do not represent or warrant, and we expressly disclaim, that:
 - (i) any Card Network Provider's services will meet the Customer, any Cardholder, and/or any Card Administrator's requirements;
 - (ii) any Card Network Provider's services will always be available, accessible, or function or interoperate with any network infrastructure, system or such other services as the we may offer from time to time; and/or
 - (iii) the Customer, any Cardholder, and/or any Card Administrator's use of any Card Network Provider's services will be uninterrupted, timely, secure or free of any malware or error.

13. LIMITATION OF LIABILITY

13.1 Notwithstanding any other provision of this Agreement, and to the maximum extent permitted under Applicable Laws, each Customer, Cardholder and Card Administrator respectively agrees that in no event shall the Bank (and/or the Bank's related corporations, as well as their respective employees, servants, officers, agents, directors, partners, and/or permitted assigns) be liable to the Customer, any Cardholder and/or any Card Administrator, or any other person, for any Losses, fines, or penalties (or other levies or charges imposed by any governmental or regulatory authority), even if informed of the possibility thereof, arising from or in connection with:

- (a) the instructions of the Customer, any Cardholder, and/or any Card Administrator;
- (b) any breach by the Customer, any Cardholder, and/or any Card Administrator of any provisions of this Agreement;
- (c) any Card and/or Access Credential;
- (d) the refusal of any merchant to honour or accept any Card for any reason whatsoever;
- (e) any unavailability, malfunction, defect or error in, or inability to use, any Device, or other machines or system of authorisation whether belonging to or operated by the Bank or otherwise, howsoever caused;
- (f) 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 BCC Services and/or Cards, and/or any part thereof, or any inability to use the same;
- (g) any rejection of any Card by any Device or any failure to enter or perform or complete any Transaction, howsoever caused;
- (h) any refusal on the Bank's part to authorise or approve any Transaction;
- (i) any delay or inability of the Bank to perform any of its obligations pursuant to this Agreement because of any mechanical, data processing or telecommunication failure, Act of God, civil disturbance or any event outside the control of the Bank (or of its servants, agents or contractors) or as a consequence of any fraud or forgery;

- (j) any damage to or loss of or inability to retrieve any data or information that may be stored in any Card or any microchip or circuit or device in any Card, howsoever caused;
- (k) any loss, theft, use or misuse of any Card and/or Device, and/or disclosure of any PIN and/or compromise of any Security Procedure;
- (l) any fraud and/or forgery perpetrated on us or any merchant;
- (m) any injury to the credit, character and/or reputation of the Customer or any Cardholder in relation to our repossession or our request for the return of any Card or use thereof;
- (n) the interception by or disclosure to any person (whether unlawful or otherwise) of any data or information relating to the Customer, any Cardholder, and/or any Card Administrator, any Transaction or any Card Account transmitted through or stored in any electronic system or medium, howsoever caused;
- (o) 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 13.1;
- (p) any breach of any obligation of confidentiality by any third-party provider of any service or facility associated with any BCC Services, Card(s), and/or any part thereof;
- (q) any act, omission, or default of any Card Network Provider, including without limitation (i) any delay, inability, refusal, or failure by any Card Network Provider to process any payment or effect any Transaction; and/or (ii) the suspension, termination, or discontinuance of any services provided by a Card Network Provider;
- (r) the Customer, any Cardholder's, and/or any Card Administrator's access to, use of, and/or reliance on any Billing Statement, Card, Card Account, Device, and/or BCC Services, and/or any part thereof;
- (s) any restriction, delay in restriction, non-restriction, suspension, delay in suspending or non-suspension of any Card;
- (t) any Transactions that are effected despite the restriction or suspension of any Card or despite the exceeding of any Credit Limit;
- (u) any Transactions that are not effected following the restriction or suspension of any Card or following the exceeding of any Credit Limit;
- (v) any matters or Losses disclaimed in this Agreement;
- (w) Losses which are of an indirect, incidental, consequential, special or exemplary nature of any kind, regardless of the cause thereof; and/or
- (x) any loss of: (i) revenue; (ii) business and/or business opportunities; (iii) anticipated savings; (iv) profit; (v) data; (vi) goodwill; and/or (vii) value of any equipment.

13.2 For the avoidance of doubt, we shall not be responsible for the goods or services pertaining to any Transaction or the delivery, quality or performance of such goods or services. We shall be entitled to charge the relevant Card Account(s) in respect of all Transactions effected by the use of any Card notwithstanding any non-delivery or non-performance of or any defect in any goods or services. The Customer or Cardholder (as the case may be) shall seek redress in respect of such goods or services from the merchant directly.

14. INDEMNITIES

14.1 The Customer, Cardholders, and Card Administrators each unconditionally and irrevocably undertakes to indemnify, defend and hold harmless the Bank (as well as the Bank's related corporations, as well as their respective employees, servants, officers, agents, directors, partners, and/or permitted assigns) from and against any and all Losses which may be sustained, instituted, made or alleged against (including without limitation any Claim or prospective Claim in connection therewith), or suffered or incurred by the Bank (and/or the Bank's related corporations, and/or their respective employees, servants, officers, agents, directors, partners, and/or permitted assigns), and which arise (whether directly or indirectly) out of or in connection with:

- (a) any act or omission by any of the Customer, Cardholder(s), and/or Card Administrator(s);
- (b) any breach by any of the Customer, Cardholder(s), and/or Card Administrator(s) (and/or their respective agents, employees or contractors) of its/their representations, warranties, undertakings or obligations, regardless whether in connection with this Agreement or otherwise, including without limitation in connection with any other terms of any other agreements with the Bank and/or any terms or conditions any Card Network Provider may specify from time to time;
- (c) any contravention of any Applicable Law by any of the Customer, Cardholder(s), and/or Card Administrator(s), whether arising on account of the actions of the Customer, Cardholder(s), and/or Card Administrator(s), case the case may be, or its/their respective agents, employees or contractors or otherwise howsoever;
- (d) any Claim arising from any Transaction involving the activities of any of the Customer, Cardholder(s), and/or Card Administrator(s) under this Agreement;
- (e) us taking, relying and acting upon or omitting to act on any instructions given or purported to be given by any of the Customer, Cardholder(s), and/or Card Administrator(s) or by any person(s) purporting to be its/their attorney, regardless of the circumstances prevailing at the time of such instructions or the nature of the transaction and notwithstanding any error, misunderstanding, fraud or lack of clarity in the giving, receipt or the contents of such instructions, including without limitation where we believed in good faith that the instructions or information were given in excess of the powers vested in them or where we believed that us so acting would result in a breach of any duty imposed on us;
- (f) any information, records or other material provided by any of the Customer, Cardholder(s), and/or Card Administrator(s) to us that are false, misleading or incomplete and/or subsequently became false, misleading or incomplete;
- (g) failure by any of the Customer, Cardholder(s), and/or Card Administrator(s) to pay or repay to us on demand any sum due to us (including all interest accrued thereon), whether under this Agreement or otherwise;

- (h) any disclosure of any information which any of the Customer, Cardholder(s), and/or Card Administrator(s) consented to us and/or any of our personnel disclosing, whether under this Agreement or otherwise;
- (i) lack of information or failure by any of the Customer, Cardholder(s), and/or Card Administrator(s) to provide clear, necessary and complete information for completing the payment or transfers or performance of the Transaction;
- (j) negligence, default, and/or misconduct of any of the Customer, Cardholder(s), and/or Card Administrator(s);
- (k) the enforcement or protection of our rights and remedies against any of the Customer, Cardholder(s), and/or Card Administrator(s) under this Agreement;
- (l) obtaining or seeking to obtain payment of all or any part of the monies agreed to be paid by any of the Customer, Cardholder(s), and/or Card Administrator(s) under this Agreement; and/or
- (m) any change in any law, regulation or official directive which may have an effect on this Agreement.

15. PERSONAL DATA

- 15.1 Where personal data relating to the Customer, Cardholders, and/or Card Administrators is or will be collected, used or disclosed by the Bank, the Customer, Cardholder, or Card Administrator (as the case may be) consents to the Bank disclosing the Customer, Cardholder, or Card Administrator's (as the case may be) personal data for purposes reasonably required by the Bank enable them to provide the products and services contemplated under this Agreement to the Customer, Cardholder, or Card Administrator (as the case may be), including without limitation, in connection with the Cards and/or the BCC Services.
- 15.2 Where personal data relating to any of individuals is or will be collected, used or disclosed by the Bank, the Customer, Cardholders, and Card Administrators each hereby confirms and represents to the Bank that with respect to any personal data of individuals disclosed to the Bank in connection with this Agreement (including without limitation in connection with the Cards and/or the BCC Services), or at the request of, or by or through the Customer, Cardholders, or Card Administrators from time to time, any and all the individuals to whom the personal data relates have, prior to such disclosure, agreed and consented to such disclosure, and the collection (including by way of recorded voice calls), use, and disclosure of their personal data by the Bank for purposes reasonably required by the Bank to the Bank to perform this Agreement and/or make available the Card(s) and/or BCC Services to the Customer, Cardholders, Card Administrators, and/or the individual(s) (as the case may be).
- 15.3 Such purposes are set out in Data Protection Policy, which is accessible at <http://www.ocbc.com/business-policies> or available on request, and which the Customer, Cardholders, and Card Administrators each confirms that they, as well as the individuals, have or will have read and consented to.
- 15.4 Without prejudice to the generality of the foregoing, the Customer, Cardholders, and Card Administrators each agree and acknowledge that by enrolling any Card or using any BCC Services, the Customer, the Cardholder, and the Card Administrator (as the case may be) thereby agree to the collection, use and disclosure of its personal data (which may include without limitation information relating to the relevant Card, Device, Card Account, and/or Transactions) by or to service providers of such Card and/or BCC Services (as the case may be) for purposes identified in the respective prevailing data protection policies of such service providers.
- 15.5 For the purposes of this Clause 15, the "Bank" shall be deemed to include any member of the OCBC Group.

16. DISCLOSURE OF INFORMATION

- 16.1 The Customer, Cardholders, and Card Administrators each hereby expressly and irrevocably permits and authorises the Bank as well as any of its employees, agents, officials and officers for the transfer, disclosing, divulging or revealing at any time in such manner and under such circumstances as the Bank deems necessary or expedient in its sole and absolute discretion without prior reference to the Customer, any Cardholder, and/or any Card Administrator:
- (a) of any information whatsoever relating to the Customer, any Cardholder, and/or any Card Administrator and any customer information to and between any person at any time and from to time, including but not limited to:
 - (i) any member of the OCBC Group, and/or their respective subsidiaries, branches, affiliates, agents, correspondents, agencies or representative offices;
 - (ii) any person authorised by the Customer to manage, administer, operate, and/or receive information relating to any Card Account or any Card;
 - (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 such information to third party or parties, including but not limited to its member banks or financial institutions;
 - (v) any government agency, statutory board or authority in Singapore or elsewhere;
 - (vi) any Device operator or provider;
 - (vii) any token provider (including in relation to any Tokenised Card); and/or
 - (viii) any third party as we may deem fit in our absolute discretion, including but not limited to any Card Network Provider

- and/or Solutions Provider, as well as their respective subsidiaries, branches, affiliates, agents, correspondents, agencies or representative offices, for confidential use in connection with the provision of any account(s) and/or product(s) to the Customer, any Cardholder, and/or any Card Administrator (including for data processing purposes); and/or
- (b) of any information whatsoever regarding the Card Account(s) (including without limitation any Access Credential) where applicable to any person at any time and from to time, including but not limited to:
- (i) any person purporting to be the Customer, any Cardholder, and/or any Card Administrator upon verification of its/their identity by the Bank to its satisfaction in accordance with its prevailing procedure;
 - (ii) any person authorised by the Customer to manage, administer, operate, and/or receive information relating to any Card Account or any Card;
 - (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 such information to third party or parties, including but not limited to its member banks or financial institutions;
 - (v) any government agency, statutory board or authority in Singapore or elsewhere;
 - (vi) any Device operator or provider;
 - (vii) any token provider (including in relation to any Tokenised Card);
 - (viii) any Relevant Person (as hereafter defined) or to any third party which the Customer, any Cardholder, and/or any Card Administrator (or any person using any Access Credential purporting to be the Customer, any Cardholder, and/or any Card Administrator) may from time to time wish to transact with whether directly or indirectly, via the use of BCC Services (or any part thereof), and vice versa. For the purposes of this Clause 16.1(b)(viii), a “**Relevant Person**” means any bank, service providers, internet service providers, digital certificate authority, certification authority, electronic, computer, telecommunications, financial or card institution involved in the provision of the Card(s) and/or BCC Services from time to time and any person using (whether or not authorised) such Card(s) and/or BCC Services (as the case may be);
 - (ix) any person as may be necessary or appropriate or that may arise from the use or access (whether or not authorised) in relation to the operation of any BCC Services made available to the Customer, any Cardholder, and/or any Card Administrator;
 - (x) 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; and/or
 - (xi) any person notified to the Bank from time to time by the Customer, any Cardholder, and/or any Card Administrator.

16.2 The Bank’s authority to transfer, disclose, divulge or reveal information as set out in this Clause 16 shall survive the termination of the Agreement.

16.3 The Customer, Cardholders, and Card Administrators each agrees and acknowledges that there may be from time to time inadvertent disclosures by the Bank and/or any of its employees, agents, officials and officers of information regarding the Customer, any Cardholder, and/or any Card Administrator, the monies or any other relevant particulars of the accounts of the Customer with the Bank (including without limitation any Card Account) in the course of providing information relevant to Transactions, instructions, communications or operations effected or purported to be effected by the Customer, any Cardholder, and/or any Card Administrator or any person purporting to be the Customer, any Cardholder, and/or any Card Administrator using or with the use of the Card(s) and/or BCC Services (and/or any part thereof) and the Customer, Cardholders, and Card Administrators each hereby waives all their rights and remedies against the Bank for any such inadvertent disclosures.

Transactional Data

16.4 In addition, for the purposes of the receipt and/or disclosure of any Transactional Data from and/or to any Solutions Provider as authorised by the Customer, any Cardholder, and/or any Card Administrator, the Customer, Cardholders, and Card Administrators each agrees and acknowledges:

- (a) to the extent necessary for the Bank to carry out the instructions of the Customer, any Cardholder, and/or any Card Administrator, to waive and relieve the Bank of any obligations which the Bank may have in relation to privacy of customer information and/or confidentiality, and any consequences thereof, whether pursuant to any agreement between the Bank and (the Customer, any Cardholder, and/or any Card Administrator), the Banking Act 1970 of Singapore and/or any other Applicable Laws;
- (b) the Bank shall provide/receive the Transactional Data to/from the Solutions Provider by any mode of transmission that the Bank deems fit in its sole and absolute discretion, and shall provide/receive such Transactional Data in such frequency, manner and form as the Solutions Provider requests and as the Bank is able to provide, and the Customer, Cardholders, and Card Administrators each agrees and acknowledges that such transmission/receipt may be subject to interruption, delay or breakdown for a variety of reasons; and
- (c) the Bank shall be permitted to inform the Solutions Provider of the instructions of the Customer, any Cardholder, and/or any Card Administrator to the Bank pursuant to the data transfer.

16.5 The Customer, Cardholders, and Card Administrators each agrees and acknowledges that upon the Bank’s transmission/receipt of

the Transmitted Data to/from the Solutions Provider:

- (a) the Solutions Provider/Bank may further transfer the Transmitted Data to its service providers, such as data storage and hosting providers, which may be located outside Singapore, and to this extent, the Customer, Cardholders, and Card Administrators each agrees and acknowledges that the Transmitted Data may be routed through, and stored on, servers located outside of Singapore, regardless of whether such servers are operated by the Solutions Provider/Bank or its respective service providers;
- (b) the Bank shall not be responsible or liable to the Customer, any Cardholder, and/or any Card Administrator in contract, restitution, tort (including negligence) or otherwise in relation to the Transmitted Data so transmitted, including but not limited to:
 - (i) the Solutions Provider's and/or the Bank's collection, use, retention, disclosure, protection, handling and any other form of processing of the Transmitted Data;
 - (ii) any error, incompleteness or inaccuracy of any Transmitted Data;
 - (iii) any act or omission of the Solutions Provider/Bank and/or any third parties in relation to any Transmitted Data provided to/received from the Solutions Provider; and/or
 - (iv) any delay or failure in transmission/receipt of the Transmitted Data to/from the Solutions Provider, and any inability of the Customer, any Cardholder, and/or any Card Administrator to use or access the Solutions Provider's services, software, applications and/or information;
- (c) where the Transmitted Data is transmitted to the Solutions Provider:
 - (i) as such Transmitted Data will no longer be within the Bank's control, the Bank may not be able to vary, amend, correct, update, delete or otherwise control the Transmitted Data, even if the Customer, any Cardholder, and/or any Card Administrator so instructs the Bank, and the Bank is under no such obligation to the Customer, any Cardholder, and/or any Card Administrator to do so;
 - (ii) the Solutions Provider shall be solely responsible and liable to the Customer, any Cardholder, and/or any Card Administrator (as the case may be) for such Transmitted Data, including but not limited to collection, use, retention, disclosure, protection, handling and any other form of processing of the Transmitted Data; and
 - (iii) the Solutions Provider's collection, use, retention, disclosure, protection, handling and any other form of processing of such Transmitted Data shall be subject to the terms of any agreement between the Solutions Provider and the Customer, any Cardholder, and/or any Card Administrator (as the case may be).

16.6 In the event that the Customer, any Cardholder, and/or any Card Administrator wishes to add to, vary, amend, countermand or terminate its instructions to the Bank to provide and/or receive the Transactional Data to and/or from the Solutions Provider, the Customer, any Cardholder, and/or any Card Administrator (as the case may be) shall do so by providing its instructions of such addition, variation, amendment, countermanding or termination, as the case may be, in the form and manner as the Bank may specify for this purpose.

16.7 The Bank and the Solutions Provider are independent parties, and accordingly:

- (a) neither party nor any of their respective employees are employees or agents of the other;
- (b) nothing in this Agreement shall be deemed to establish any partnership, joint venture or agency relationship between the Bank and the Solutions Provider, or to establish a party as a data intermediary of the other party; and
- (c) nothing in this Agreement shall be deemed to grant any right, power, authority to, or impose any obligation on, the Bank or the Solutions Provider to act on behalf of the other party.

Credit Bureau

16.8 Without prejudice to the generality of any of the foregoing, the Customer, Cardholders, and Card Administrators each hereby expressly consent to and authorise:

- (a) us to obtain information relating to any of them from any credit bureau and they each consent to such credit bureau disclosing information about them to us; and
- (b) the credit bureau to disclose information about any of them obtained from us to its members, subscribers and/or compliance committees,

for the purpose of assessing the creditworthiness of the Customer, Cardholders, and/or Card Administrators.

16.9 Our authority, and the credit bureau's authority, to disclose such information, shall survive the termination of this Agreement.

Credit Standing and Reporting

16.10 The Customer, Cardholders, and Card Administrators each irrevocably agree and consent to us sharing, whether in Singapore or overseas, their credit standing with any credit reporting agencies, their past and current employers (where applicable), and trade and professional bodies of which they were or are a member.

16.11 The Customer, Cardholders, and Card Administrators each further irrevocably agree and consent to waiving all claims against us,
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our collection agents, and/or representatives, and holding us, our collection agents and/or representatives harmless in connection with:

- (a) any of the disclosures referenced in Clause 16.10; and/or
- (b) any claims, actions or proceedings we may commence against them in connection with the recovery of any sums owing to us.

Additional Rights

- 16.12 The Customer, Cardholders, and Card Administrators each authorise the transfer of any information relating to the Customer, that Cardholder, or that Card Administrator respectively and any customer information (as defined in the Banking Act 1970 of Singapore) to and between the branches, subsidiaries, representative offices, affiliates and agents of the Bank and third parties selected by any of them wherever situated, for confidential use in connection with the provision of the Card(s) and/or BCC Services to the Customer and/or Cardholder(s) (as the case may be).
- 16.13 Our rights under this Clause 16 shall be in addition to and without prejudice to other rights of disclosure available under the Banking Act 1970 (as may be amended and substituted from time to time) or any other statutory provision or in law, and nothing herein is to be construed as limiting any of these other rights.

Written Permission for Disclosure

- 16.14 The Customer, Cardholders, and Card Administrators each agrees and acknowledges that where any of its/their written permission is required by law or otherwise for any such disclosure by us, the signing of the application form for any Card, the signing of any Card, and/or the usage of any Card shall constitute and be deemed to be sufficient written permission for such disclosure.

17. FATCA POLICY

- 17.1 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 the Customer and each Cardholder. The Customer and Cardholders each agree to comply with and adhere to the FATCA Policy and CRS Policy, which are accessible at <http://www.ocbc.com/policies> or available on request. The FATCA Policy and CRS Policy should therefore be read together with this Agreement.

18. GENERAL

Feedback

- 18.1 If the Customer, any Cardholder, and/or any Card Administrator provide us with any comments, feedback, suggestions and/or participate in any surveys regarding any Card, Card Account, or otherwise in connection with the BCC Services (collectively “**Feedback**”), by providing such Feedback to us, the Customer, the Cardholder, and the Card Administrators agree that:
 - (a) we have no obligation to review, consider, or implement the Feedback, or to return all or part of any Feedback;
 - (b) Feedback is provided on a non-confidential basis, and we are not under any obligation to keep any Feedback confidential or to refrain from using or disclosing it in any way;
 - (c) we (or such third party as we may nominate) shall own all right, title, and interest in and to such Feedback. The Customer, the Cardholder, and the Card Administrator (as the case may be) shall do, execute, or procure to be done and executed all such further acts, deeds, things, and documents as may be necessary to assign all rights, title, and interest in and to such Feedback to us or such third party as we may nominate.

Intellectual Property Rights

- 18.2 All Intellectual Property Rights in any documentation, Materials, software and any other thing forming part of or used in relation to any Card and/or BCC Services are owned by either the OCBC Group or the relevant third parties and the Customer, Cardholders, and/or Card Administrators do not have any right, title or interest in such Intellectual Property Rights. The OCBC Group may obtain information, data and statistics in the course of providing any Card and/or BCC Services, and the OCBC Group shall own all Intellectual Property Rights thereto. The Customer, Cardholders, and Card Administrators each agrees and acknowledges not to do anything which interferes with, disrupts or otherwise adversely affects any Intellectual Property Rights forming part of or used in relation to any Card and/or BCC Services.

For the purposes of this Clause 18.2:

- (a) “**Intellectual Property Rights**” means throughout the world and for the duration of the rights: (i) patents, trade marks, service marks, logos, get-up, trade names, brand names, internet domain names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility models, trade secrets, inventions, know-how, confidential, business, scientific, technical or product information and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect; (ii) any other rights resulting from intellectual activity in the cybersecurity, commercial, industrial, scientific, literary and artistic fields and whether dealing with manufactured products or services; (iii) rights under licences, consents, orders, statutes or otherwise in relation to a right under sub-paragraph (i) above; (iv) rights of the same or similar effect or nature as or to those in sub-paragraphs (i) and (iii) which now or in the future may subsist; and (v) the right to sue for infringements of any of the foregoing rights; and
- (b) “**Materials**” means any user guides, manuals, data, processes and other documentation supplied to the Customer, any Cardholder, and/or any Card Administrator, and as may be modified by the Bank from time to time.

Confidential Information

- 18.3 The Bank Information is the exclusive, valuable and confidential property of the Bank. The Customer, Cardholders, and Card Administrators each agrees and acknowledges to keep all Bank Information confidential and to limit access to its respective employees (under a similar duty of confidentiality) who require access in the normal course of their employment except to the extent any Bank Information is already in the public domain or the Customer, Cardholder, and/or Card Administrator (as the case may be) is required to do otherwise by law or judicial process, and to use it in the manner designated by the Bank and in the ordinary course of business. The Customer, Cardholders, and Card Administrators each agrees and acknowledges that it shall notify the Bank promptly (with confirmation in writing) if it discovers or reasonably suspects that any Bank Information has been or may be compromised or disclosed to any unauthorised person.

For the purposes of this Clause 18.3, “**Bank Information**” means any and all Intellectual Property Rights, Materials, data and any information provided to or obtained by the Customer, the Cardholders, and/or the Card Administrators in connection with the Agreement.

Conclusive evidence

- 18.4 Our records (including without limitation electronic, computer, and microfilm stored records) of all matters relating to any Card, Device, Card Account, BCC Services, the Customer, any Cardholder, and/or any Card Administrator, as well as any certificate from us stating the Customer any Cardholder’s, and/or any Card Administrator’s liability to us as at any specified date shall be conclusive of their accuracy and authenticity and shall be binding on each of the Customer, Cardholder, and Card Administrator for any and all purposes whatsoever.
- 18.5 We shall be entitled to:
- (a) treat any person in physical possession and control of any Card as the rightful holder or user thereof;
 - (b) rely upon any signature, digital certificate or token or use of any Card as conclusive evidence of the fact that the Transaction relating thereto was authorised and properly made or effected by the Customer, and shall not in any way be liable for any loss, costs, damages suffered by any person including the rightful holder of any Card with respect to any transaction effected through such Card; and
 - (c) rely upon and treat any document relating to any Transaction with the signature of any Cardholder as conclusive evidence of the fact that the Transaction as therein stated or recorded was authorised and properly made or effected by the Cardholder.

Arrangements with financial institutions

- 18.6 Upon any arrangement made between the Customer and/or Cardholder 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 Customer and/or Cardholder.

Set off and consolidation

- 18.7 We may, at any time and without prior notice or demand, combine or consolidate any and all account(s) maintained by the Customer with any member of the OCBC Group (in Singapore or elsewhere), regardless of whether the accounts are held in the Customer’s sole name or jointly with others. We shall be entitled to set off or transfer any sum in any of such account(s) in or towards the discharge or payment of any monies due to us from the Customer and/or any Cardholder notwithstanding that:
- (a) the use of any Card and/or any Card Account has not been terminated; and/or
 - (b) the balance then in our favour on any Card Account does not exceed any Credit Limit.

- 18.8 Where such combination, consolidation, and/or set-off involves the conversion of one currency into another, we shall be entitled

to perform such conversions at such rate(s) of exchange and/or levy conversion fees as we may determine from time to time in our sole and absolute discretion. The Customer hereby agrees to bear the inherent exchange risk in such foreign currency transactions.

- 18.9 In addition, without prejudice to any right or remedy which the Bank may have at law, in equity, and/or under this Agreement, the Bank shall be entitled to set-off all or any of its liabilities to the Customer against all or any of the Customer's liabilities to the Bank under this Agreement or any other agreement or account. The Customer shall pay all sums under this Agreement in full without any discount, deduction, set-off or counterclaim whatsoever.

Amendments

- 18.10 We may at any time at our absolute discretion and upon written notice to the Customer, the Cardholders, and/or the Card Administrators, 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 and/or BCC Services. 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 the Customer, the Cardholder, and/or the Card Administrators do not accept such change(s), they shall forthwith repay all monies owing under the relevant Card Account(s) and discontinue use of all Card(s) and BCC Services and instruct us to terminate the Card(s). Where any of them continue to use any Card and/or BCC Services after such notification, such person shall be deemed to have agreed with and accepted such change(s).

- 18.11 We may notify the Customer, the Cardholders, and/or the Card Administrators of any changes to the terms of this Agreement by:

- (a) publishing such changes in our issued 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; and/or
- (f) such other means of communication as we may determine from time to time.

- 18.12 Any notice of any change to this Agreement given or served on the Customer or a Cardholder or a Card Administrator shall be deemed to have been given to and received by the Customer, the Cardholder, or the Card Administrator (as the case may be) at the time when the Customer or Cardholder or Card Administrator (as the case may be) received or is deemed to have received the same.

- 18.13 We may at any time at our absolute discretion and upon written notice to the Customer, the Cardholders, and/or the Card Administrators, change the prevailing rate and/or amount of any charges or fees payable by any of them as stated in the Applicable 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.

Conflict

- 18.14 In the event of any conflict, discrepancy, or inconsistency between the terms contained in any of the following documents, the terms of the first-listed document shall prevail over any later-listed document to the extent of any such conflict or inconsistency:

- (a) the FATCA Policy and/or the CRS Policy;
- (b) Section A of this Agreement;
- (c) Section B of this Agreement; and
- (d) any translation of this Agreement other than the English version.

Recording

- 18.15 We may in our sole and absolute discretion record all telephone conversations, verbal instructions and communications with/ from the Customer, the Cardholders, and/or the Card Administrators and retain such recordings for so long as we think fit and they agree to the recordings and the use thereof and any transcripts which we may make for any purpose that we deem desirable, including their use as evidence in any proceedings against any of them or any other person.

Assignment

- 18.16 The Customer, the Cardholders, and the Card Administrators each shall not (nor shall they purport to) assign, novate or transfer all or part of their rights and/or obligations under the Agreement, nor grant, declare or dispose of any right or interest in it, without our prior written consent, which may be withheld in our sole and absolute discretion. We may assign, transfer, novate, sub-contract or otherwise deal with all or part of our rights and obligations under this Agreement at our sole and absolute discretion, and any such assignment, transfer, novation, sub-contract or other dealing shall not release any of the Customer, any Cardholder, and/or any Card Administrator from liability under this Agreement. The Customer, Cardholders, and Card Administrators each hereby agree to execute any document we require to give effect to any such assignment, novation or transfer.

Severance

18.17 If any provision or part of a provision in this Agreement shall be, or be found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall to the extent necessary to avoid such illegality, invalidity or unenforceability, be severed from this Agreement and deemed to be of no effect, and the remainder of this Agreement shall remain in full force and effect.

Delay or Failure to Exercise Rights

18.18 Any forbearance or failure or delay by us in exercising any right, power or remedy shall not be deemed to be a waiver or a partial waiver of such right, power or remedy, unless waived by the us in writing.

Third Party Rights

18.19 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any provision of this Agreement.

Governing Law

18.20 This Agreement shall be governed and construed in all respects in accordance with the laws of the Republic of Singapore. In enforcing this Agreement, we are at liberty to initiate and take actions or proceedings or otherwise against the Customer, any Cardholder, and/or any Card Administrator in the Republic of Singapore or elsewhere as we may deem fit, and they each hereby agree that where any actions or proceedings are initiated and taken in the Republic of Singapore, they shall each submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore in all matters connected with their obligations and liabilities under or arising out of this Agreement.

SECTION B: ADDITIONAL CARD FEATURES

1. DEFINITIONS AND INTERPRETATION

1.1 This Section B shall apply in addition to and do not derogate from Section A of this Agreement.

1.2 In this Section B, the following words and expressions shall have the following meanings, unless the context otherwise requires:

"Sustainability Spend Index"	means an index relating Transactions to sustainability and/or environmental impact, according to such metric as we may from time to time specify;
"IPP"	means such instalment payment plans as we may determine from time to time in our sole and absolute discretion; and
"Rewards Programmes"	means privileges, benefits, schemes, plans, rewards, promotions, rewards, or programmes as we may determine from time to time in our sole and absolute discretion.

2. SUSTAINABILITY SPEND INDEX

2.1 We may in our sole and absolute discretion from time to time include a Sustainability Spend Index (or information based on the Sustainability Spend Index) in or in connection with Billing Statements, whether through the BCC Services or otherwise. If we choose to do so, the Sustainability Spend Index (or information based on the Sustainability Spend Index, as the case may be) is/ are made available for informational and convenience purposes only, and is not an endorsement or professional verification of any merchant, good, service, product, or any other matter.

2.2 Nothing in this Agreement grants the Customer, the Cardholders, and/or the Card Administrators any rights in or to the Sustainability Spend Index. All rights not expressly granted to them are reserved by us or the relevant licensors.

2.3 If required by us, the Customer, the Cardholders, and the Card Administrators shall each comply with such procedures as we may prescribe in our sole and absolute discretion, including to cease to access or view the Sustainability Spend Index or return or destroy any information provided by us in relation to the Sustainability Spend Index.

2.4 The Sustainability Spend Index is provided on an "as is" and "as available" basis without any representation, warranty, condition, or term of any kind (whether express, implied, statutory or otherwise), and we disclaim the same to the maximum extent permissible under Applicable Laws. Without prejudice to the generality of the foregoing, we expressly disclaim the accuracy, satisfactory quality, fitness for a particular purpose, correctness, reliability, timeliness, non-infringement of third party rights, non-infringement or compliance with any laws, regulations, and/or third-party rights in connection with the Sustainability Spend Index.

2.5 To the maximum extent permitted under Applicable Law, the Customer, the Cardholders, and the Card Administrators each agree

and acknowledge that we shall in no event be liable for any Losses, damages, claims, liabilities, and/or expenses whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise, even if informed of the possibility thereof, arising from or in connection with the:

- (a) the provision, non-provision, amendment and/or modification of the Sustainability Spend Index; and/or
- (b) their access to, use of, and/or reliance on the Sustainability Spend Index.

2.6 We may at any time and in any manner as we in our sole and absolute discretion consider appropriate, without giving any reason and with or without notice to the Customer and/or any Cardholder, and without liability whatsoever, amend, update, withdraw, modify, change, terminate, restrict, and/or suspend the provision of the Sustainability Spend Index, for such duration as we deem fit.

3. ADDITIONAL BENEFITS, SERVICES, OR PROGRAMMES

3.1 We may, from time to time, at our sole and absolute discretion, provide Rewards Programmes, in connection with any Card or Card Account to the Customer and/or any Cardholder. These Rewards Programmes where provided, form part of our legal relationship with the Customer, the Cardholders, and the Card Administrators, and may be subject to separate terms and conditions, and where applicable the Customer, the Cardholders, and the Card Administrators shall be bound by such terms and conditions.

3.2 If the Customer or any Cardholder intends to derive any privilege or benefit conferred or offered under any Rewards Programme that is merchant-specific, they shall, before ordering or making any purchase from such merchant involved or participating in the Rewards Programme, inform that merchant of their intention and present the Card to that merchant.

3.3 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 Rewards Programme and or any privilege or benefits offered or conferred under any Rewards Programme;
- (b) suspend or terminate any Rewards Programme; and/or
- (c) restrict or exclude the Customer, any Cardholder, Card, Card Account, or any merchant, from participation or continuing to participate in any Rewards Programme.

3.4 Any privilege or benefit to be obtained from or conferred by us or any merchant under any Rewards Programme may be unavailable, suspended or withdrawn by us or 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 Rewards Programme for any reason whatsoever.

3.5 The crediting of any privilege or benefit under any Rewards Programme shall be entirely at our sole and absolute discretion, and our decision on all matters relating or in connection with any Rewards Programme shall be final and binding on the Customer, the Cardholders, and the Card Administrators.

3.6 We may, from time to time, in our sole and absolute discretion include or exclude from any or all Rewards Programmes any or all Transactions made via certain or all Cards, BCC Services, and/or Devices.

3.7 Without prejudice to the generality of the foregoing, we shall have the sole and absolute discretion, in connection with any Rewards Programme involving cash rebate, without giving any reason or notice:

- (a) compute rebates according to such formulae as we may determine, including to compute rebates per transaction without any rounding;
- (b) credit rebates to the Card Account according to such timeframes as we may determine;
- (c) vary the percentage of rebates;
- (d) grant rebates for specific categories of purchases as we may determine, and exclude categories of transactions that we determine to be ineligible for rebates;
- (e) retract, deduct, and/or re-compute any rebates granted if we determine that the Customer has abused the programme, or if the Card Account is terminated;
- (f) reflect the rebates in the Billing Statement or in such other channel as we may determine, and in any event in such form and manner as we may determine;
- (g) replace the rebates with another item or kind of reward as we may determine without notice from time to time; and
- (h) clawback, deduct, withdraw, or cancel rebates already granted, without any liability therefor.

4. ALERT NOTIFICATION SERVICE

4.1 We, at our discretion, may provide an alert notification service “**Alert Notification Service**” (by whatever name designated to it by the Bank from time to time) through such media as we may deem appropriate, in connection with the BCC Services.

4.2 The scope and features of the 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 Alert Notification Service at any time and from time to time without notice as we may deem fit without assigning any reason therefor.

- 4.3 Any notification provided by us under the Alert Notification Service shall be transmitted or otherwise made available to the Customer, the Cardholders, and/or the Card Administrators at such times as we may reasonably deem fit.
- 4.4 We may contract with one or more third parties to provide, maintain or host the Alert Notification Service. The Customer, Cardholders, and Card Administrators each acknowledge that, in providing the Alert Notification Service, we will have to release and transmit their information (including information relating to their account(s) with us) to such third parties. They hereby agree and consent to such release and transmission of their information to such third parties. They further acknowledge that their information may be placed and stored in servers outside our control and agree that we shall have no liability or responsibility for such storage.
- 4.5 A notification under the 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 the Customer, any Cardholder, and/or any Card Administrator for the purposes of the Alert Notification Service, regardless of whether such notification is actually received by them. We do not guarantee receipt of any notification under the Alert Notification Service by them and they understand and agree that their use of the Alert Notification Service is at their own risk.
- 4.6 The Customer, Cardholders, and Card Administrators shall each notify us immediately of any change in their contact particulars designated by them for the purposes of the Alert Notification Service. Where they fail to inform us of such change, we shall not be responsible for any loss, damage or other consequence which they may suffer as a result of any notification being sent to their latest designated contact particulars in our records.
- 4.7 All references to a time of day in any notification sent by us under the Alert Notification Service are to Singapore time (unless otherwise specified by us).
- 4.8 All notifications under the Alert Notification Service shall be from us to the Customer, Cardholders, and/or Card Administrators only and they 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.
- 4.9 The Customer, Cardholders, and Card Administrators each 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) any non-delivery, delayed delivery, or the misdirected delivery of a notification under the Alert Notification Service;
 - (b) any inaccurate or incomplete content in a notification under the Alert Notification Service; and/or
 - (c) any reliance by them on or use of the information provided in a notification under the Alert Notification Service for any purpose.

5. INSTALMENT PAYMENT PLANS

Application process

- 5.1 We may, from time to time, and at our sole and absolute discretion, make available IPP(s) to a Cardholder in respect of a transaction. To use an IPP in respect of a Transaction, the Cardholder may be required to apply to us and satisfy us that the following conditions are fulfilled:
- (a) the application is duly authorised by the Customer;
 - (b) the Card Account is in good standing as determined by us;
 - (c) the Transaction has been charged to a Card;
 - (d) the value of the Transaction is not less than the minimum amount we may prescribe from time to time;
 - (e) neither the Customer nor any of the Cardholders are in breach of any of the terms of this Agreement; and
 - (f) the application is submitted at least 7 Business Days before the payment due date of the Billing Statement in which the Transaction is first referenced.
- 5.2 Upon approval of an application for an IPP, the Customer shall:
- (a) pay a one-time non-refundable processing fee calculated as a percentage of the transaction amount as we may in our sole and absolute discretion determine, together with the first instalment; and
 - (b) pay the remaining instalments over the period of the relevant tenure applied for.
- 5.3 Unless we agree in writing otherwise, each IPP is only available in respect of retail transactions, and in particular excludes payment of bank fees and charges, and such other transactions as we may determine. For the avoidance of doubt, we have sole and absolute discretion to determine what constitutes a "retail transaction".
- 5.4 We reserve the right to approve or reject an application to use any IPP at our sole and absolute discretion without assigning any

reason.

5.5 Notwithstanding anything to the contrary under this Agreement:

- (a) we may at our sole and absolute discretion and without notice to the Customer and/or the Cardholders debit the whole balance of all outstanding amount owing by any of them to us under any and all of their Card Account(s) at any time, in which case such balance will be immediately become due and payable by the Customer;
- (b) in the event the Customer, any Cardholder, or any Card Administrator voluntarily terminates the Card Account, change the tenure of the IPP, terminate the IPP or make early repayment of amounts owing under the IPP, a non-refundable administrative fee of SGD 150 (or such other amount as we may determine in our sole and absolute discretion from time to time) may be levied to the Card Account; and
- (c) we are entitled to charge to and debit from any and all of Card Account(s) the instalments in respect of any IPP in accordance with this Agreement notwithstanding the non-delivery or non-performance of or any defect in the goods and/or services purchased or any complaint, claim or dispute with the merchant.

6. OTHER FUNCTIONALITIES, CONVENIENCE TOOLS, AND/OR DASHBOARDS

6.1 We may from time to time make available functionalities, convenience tools, and/or dashboards enabling the Customer, Cardholders, and/or Card Administrators to access, operate (including but not limited to the giving of instructions) and/or receive information relating to Cards, Transactions, and Card Accounts. Such functionalities, convenience tools, and/or dashboards may be subject to additional terms and conditions that we may specify, and we may require the Customer, the Cardholders, and/or the Card Administrators to agree to such additional terms and conditions as a condition to use and/or access.