

## OCBC CARDMEMBERS AGREEMENT

This Agreement contains the terms and conditions applicable to your Card(s) and your Card Account(s). Please read them carefully before you sign or use the Card(s). Upon signing or using the Card(s), you will be bound by this Agreement.

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

### 1. DEFINITIONS

In this Agreement: -

“Billing Statement”	means statement(s) from us of the amount charged or debited and/or paid to the Card Account(s) of the Card issued to the Principal Cardmember and the Card(s) issued to the Supplementary Cardmember(s) stated therein. Each such statement may be on paper or may be constituted by data stored in any electronic medium or system, which may be transmitted through any computer system or facsimile machine.
“Card”	means any card bearing the name VISA or MasterCard and/or the service mark of VISA or MasterCard issued by us pursuant to this Agreement and any substitution, replacement or renewal thereof, and shall be deemed to include any Tokenised Card.
“Card Account”	in relation to any Card, means the account designated and maintained by us in relation to that Card provided that where only one account is designated and maintained by us for all the Cards issued to the Principal Cardmember and every Supplementary Cardmember, any reference to Card Account shall mean that account.
“Card Transaction”	means any type of transaction effected by using a Card, including through the use of any Digital Payment Service and/or Enabled Device.
“Cash Advance”	means an advance or payment made in any currency or by travellers’ cheques or other forms representing an amount of any currency but shall not include any withdrawals from any account with us.

<p>“Digital Payment Service”</p>	<p>means any digital or other electronic payment or wallet service made available from time to time for use by any OCBC cardmember in connection with his/her Cards enrolled with such service for effecting payment or other transactions via any Enabled Device;</p>
<p>“Enabled Device”</p>	<p>means a compatible mobile communications or other device associated with one or more Cards issued to a cardmember and successfully enrolled by the cardmember for use in connection with payment or other transactions through a Digital Payment Service;</p>
<p>“Security Procedure”</p>	<p>means any security procedure specified by OCBC from time to time for use by its cardmembers in connection with any issuance, activation or use of any Card, and/or payment or other transactions made therewith, including without limitation, the use of personal identification number or PIN codes or two factor authentication, as applicable to any Card;</p>
<p>“Specified Address”</p>	<p>means any of your contact details (including but not limited to addresses, facsimile numbers, and electronic mail addresses) stated in the application for the Card and any other contact details:</p> <p>(a) which you 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 your online user accounts); and</p> <p>(c) from which any correspondence from you or purported to be from you was sent or despatched to us.</p>
<p>“Tokenised Card”</p>	<p>means any electronic, digital or other token associated with any VISA or MasterCard card or payment facility made available by or through OCBC for the making of payment or other authorised transactions via any Enabled Device.</p>

## 2. USE OF CARD/PIN/SECURITY PROCEDURE

### 2.1. RECEIPT OF CARD/PIN/ACTIVATION OF SECURITY PROCEDURES

- a. Once your application for a Card is approved, we shall send you a Card and a Personal Identification Number (PIN) to be used in conjunction with your Card. Upon receipt of your Card, you should sign the Card and comply with such card activation procedures as may be prescribed by us. You shall not disclose the PIN or any Security Procedure to any other person and should change the PIN from time to time for security reasons. If you intend to use your Card in connection with any Digital Payment Service, you must comply with such Security Procedure(s) we may designate for card activation, security and other procedures as may be prescribed by us from time to time. You shall be solely responsible for obtaining at your cost any Enabled Devices, software and/or telecommunications or other services necessary for the use of any Digital Payment Service. If you are a Supplementary Cardmember, you may be subject to further activation, security and other procedures in relation to any Digital Payment Service as may be prescribed by us from time to time.

- b. By activating any Card, and/or completing any activation procedure for any Tokenised Card, Enabled Device or Digital Payment Service, you agree to be bound by the terms and conditions of this Agreement, the Terms and conditions governing Electronic Banking Services and any other terms we may designate as applicable in respect of such Card and/or Digital Payment Service, as the case may be and to be liable for all transactions made by or through the same.

## 2.2. CARDS AND SECURITY PROCEDURES

You may use your Card for making authorised purchases. No other person is allowed to use the Card and/or Security Procedure to make any transactions. The services, functions and facilities available through the use of the Security Procedure associated with any Card shall be determined by us from time to time. We may modify or vary any or all of the services, functions and facilities available through the use of any Card or the Security Procedure associated with any Card or suspend or terminate the availability of any or all of such services, functions and facilities without any notice to you. You must safeguard your Enabled Device and maintain the integrity and security of any Security Procedures associated with any Card.

## 2.3. CARD REMAINS OUR PROPERTY

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

## 2.4. CARD AND SECURITY PROCEDURE TERMS OF USE

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

## 2.5. LAWFUL USE OF THE CARD AND SECURITY PROCEDURES

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

## 3. CREDIT LIMIT

### 3.1. CHARGES NOT TO EXCEED OVERALL CREDIT LIMIT

We may set an overall credit limit in respect of each Card Account. The total charges incurred under each Card Account by the Principal Cardmember and the Supplementary Cardmember(s) when added together, must not exceed the credit limit set for each Card Account. We may, where necessary, review and revise any of your credit limits without notice. References to "credit limit" in this Clause shall include, where relevant, the various Card spending limits in respect of various modes of usage of each Card (such modes including use of Digital Payment Service(s)), as well as the aggregate Card spending limit in relation to your Cards.

### 3.2. WHERE CHARGES EXCEED CREDIT LIMIT

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

### 3.3. CHARGES TO CARD ACCOUNT

We may charge and debit the relevant Card Account (whether before or after the termination of the use of any or all Cards) the amount of each and every Card Transaction made or effected, including all Card Transactions made or effected via any Enabled Device(s), and/or where any Card has been enrolled on multiple Enabled Device(s), and in each instance, whether by you or any other person (whether with or without your knowledge or authority) and notwithstanding:

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

You warrant and confirm that you have obtained all requisite consents for the use of any Enabled Device(s). Unless OCBC notifies you otherwise in writing, Card Transactions made or effected via a Tokenised Card will be charged to the Card Account associated with the Card used for enrolment with the relevant Digital Payment Service via the Enabled Device and following which such Tokenised Card was issued.

## **4. LOSS/THEFT OF CARD; UNAUTHORISED ACCESS/USE; DISCLOSURE OF SECURITY PROCEDURE /ACCOUNT NUMBER**

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

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

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

### 4.2. DUTY TO NOTIFY US

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

Unauthorised transactions should be reported to the Bank within 7 days upon receiving Cards statement, or immediately upon receiving SMS notification alerts for the unauthorised transaction.

The Bank will require you to submit the necessary information or supporting documents. The Bank will assist you to report the unauthorised transactions to the associations e.g. Visa or Mastercard in accordance with their respective rules. The fraud-related dispute rules relating to unauthorised transactions has a limit of up to 35 claims for Visa Cards and up to 15 claims for Mastercard Cards.

There is no dispute rights for fully authenticated transactions such as transactions with One Time Password input. All decisions are subject to the respective association's sole discretion. The information on limits is correct as at November 2019.

#### 4.3. LIABILITY FOR LOST/STOLEN CARDS

- a. You shall not be liable for any unauthorised transactions carried out after we have been notified of any loss/theft of the Card or disclosure of the PIN. However we shall debit the relevant Card Account for all Card Transactions (including Cash Advances) carried out before we are notified of such loss/theft/disclosure, even if such transactions were carried out without your authorisation.
- b. If the Card is lost or stolen, or if the PIN is disclosed, your liability shall be limited to S\$100 in respect of charges made to your Card provided:-
  - (i) you immediately notify us of the loss or theft or disclosure of the PIN;
  - (ii) you assist in the recovery of unauthorised charges;
  - (iii) you furnish to us a statutory declaration in such form as we will specify or a police report and any other information we may require; and
  - (iv) we are satisfied that such loss, theft or disclosure is not due to your negligence (which shall be deemed to include without limitation where you fail to adopt the security measures referenced in Clause 22.2), or default or your having acted fraudulently.

For the avoidance of doubt, the limitation of your liability under this Clause 4.3(b) shall not apply in respect of any transactions made via a Tokenised Card, Enabled Device or Digital Payment System.

#### 4.4. CARD RETRIEVED

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

#### 4.5. REPLACEMENT CARD

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

#### 4.6 LOST/STOLEN ENABLED DEVICES

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

re-enrol the Tokenised Card on such Digital Payment Service.

## 5. PAYMENT

### 5.1. LIABILITY FOR TRANSACTIONS

Save only to the extent that your liability has been expressly excluded in accordance with Clause 4.3(a) and (b) above, you shall be liable for all Card Transactions, Cash Advances, whether or not executed with your knowledge or authority or that of the Principal Cardmember and/or any Supplementary Cardmember(s) or any other account holder, regardless of how such transactions were effected and notwithstanding that any spending limit applicable to any Card shall have been exceeded, including without limitation:

- a. where effected via any Digital Payment Service, Enabled Device(s) and/or where any Card has been enrolled on multiple Enabled Device(s); and/or
- b. where arising in connection with any negligence on your part (which shall be deemed to include without limitation where you fail to adopt the security measures referenced in Clause 22.2), or any security risks, including as referenced in Clause 22.1.

For the avoidance of doubt, we shall be entitled, at our sole and absolute discretion, to allow Card Transactions to be effected notwithstanding that the available Card spending limit has been exceeded, and shall not be liable to you for any loss, charges or damages resulting therefrom. You warrant and confirm that you have obtained all requisite consents for the use of any Enabled Device(s) in connection with Digital Payment Services.

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

### 5.2. PAYMENT OBLIGATIONS

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

- d. If we do not receive at least the minimum payment specified in your Billing Statement by the payment due date, you may also be liable for a late payment charge at such rate as we may determine.
- e. Payment by cheque must be cleared by the payment due date. Payment successfully made through Internet Banking, Phone Banking or ATM services after 9pm will be deemed to be received on our next business day. For payment successfully made via iNETS Kiosk / AXS Stations before 5pm, we will receive your payment and your account will be credited on the next business day.

### 5.3. OTHER CHARGES

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

- a. non-refundable annual service fee for the issue and renewal of each Principal and Supplementary Card;
- b. a processing fee for any bill or cheque tendered in payment to us which is dishonoured for any reason whatsoever;
- c. an administrative fee for production of documents relating to your Card;
- d. an administrative fee for any replacement Card;
- e. where by any arrangement between you and any financial institution (including us), any payment is to be made to us for the credit of any Card Account, whether at regular intervals or otherwise, a fee of such amount as we may determine for each occasion when any payment to us is not effected (for any reason whatsoever, including the insufficiency of funds or balance on any account) at the time when such payment should have been effected in accordance with such arrangement;
- f. a charge for each reservation of goods, services or facilities made or paid through the use of the Card which is subsequently cancelled or not taken up and such charge shall be at the rate prescribed by the merchant with or through whom the reservation was made or at such rate as we may determine;
- g. service charges or fees payable in connection with enrolment with or the use of any Digital Payment System or transaction made thereunder or your Enabled Device, including such charges or fees imposed by equipment vendors, software companies, internet or communication services providers or other third parties; and
- h. a service charge or administrative fee for any service or facility provided by us or any action taken by us in carrying out any of your instructions and/or requests relating to your Card Account, whether such service or action is referred to or contemplated in this Agreement or otherwise.

### 5.4. CASH ADVANCE

You may use our Card to obtain a cash advance up to the limit determined by us, whether such limit is notified to you. In respect of each Cash Advance made through the use of any Card and/or the PIN, we shall charge and debit the Card Account:

- a. a cash advance fee at a percentage of the cash advance amount, subject to a minimum amount as stated in our pricing guide, 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.

## 5.5. GOODS AND SERVICES TAX

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

## 6. BALANCE TRANSFER FACILITY

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

### 6.1. ELIGIBILITY

In order to apply for the Facility, you must be a principal cardmember of a credit card issued by us, and your Card Account must be in good standing as determined by us at the point of application.

### 6.2. APPLICATION FOR TRANSFER

- a. You may apply to transfer up to 90% of the available credit limit of your Card Account(s) (the "Balance Transfer"), subject to a minimum amount specified by us, to:
  - (i) any credit card/credit line account(s) (the "Other Card/Credit Line Account(s)") held with any other bank or financial institution in Singapore;
  - (ii) and/or any bank account held with us or any other bank or financial institution in Singapore acceptable to us.

Such Balance Transfer shall be subject to our approval at our sole and absolute discretion. The actual amount of the Balance Transfer disbursed to you will be the amount approved by us at our sole and absolute discretion.

- b. A Balance Transfer can only be made to a receiving account denominated in Singapore dollars.
- c. We reserve the right to reject an application for a Balance Transfer in its entirety and/or approve only part of an Applied Balance Transfer Amount (such approved amount shall be referred to as the "Balance Transfer Amount") at our absolute discretion and without assigning any reason therefor.
- d. All Balance Transfer applications shall be irrevocable on and after the date of the relevant approval letter issued by us (the "Approval Letter").

### 6.3. BALANCE TRANSFER ACCOUNT

- a. We may, on our approval of each Balance Transfer application, open an account in your name (the "Balance Transfer Account") and charge and debit the Balance Transfer Amount to/from such Balance Transfer Account on the date of the Approval Letter or such later date as determined by us.
- b. In respect of each Balance Transfer, we shall charge and debit the relevant Balance Transfer Account an interest or finance charge calculated based on the following:
  - (i) during the tenor (the "Tenor") specified in the application for such Balance Transfer, at the annual interest rate applicable to the Tenor at the time of such transfer (as stated



- in its application) or any other rate determined by us from time to time at our sole discretion (the "Balance Transfer Rate"); and
- (ii) where the Tenor has expired and you have an outstanding amount in your Balance Transfer Account, at: the prevailing OCBC Cash Advance interest rate; or any other rate determined by us at our sole discretion,

as may be stated in the relevant application for the Balance Transfer, on a daily basis on such outstanding Balance Transfer Amount from the date such Balance Transfer is charged and debited to/from such Balance Transfer Account until the date of payment thereof is made in full.

- c. You shall be fully liable to us for any and all amounts charged to and/or debited from your Balance Transfer Account(s).
- d. For the avoidance of doubt, the Balance Transfer Rate is not applicable to any existing or subsequent charge(s) in relation to Card Transaction(s) incurred or posted to your Card Account, where applicable. OCBC\$ under the OCBC Rewards Programme, Robinsons\$ under the Robinsons Rewards Programme, NTUC Linkpoints under the NTUC Loyalty Rewards Programme and any other loyalty or reward points under any other loyalty or reward programmes will not be awarded for Balance Transfers.

#### 6.4. LIABILITY TO MAKE PAYMENTS

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

#### 6.5. TREATMENT OF BALANCE TRANSFER AMOUNT

Each Balance Transfer Amount charged to and debited from any Balance Transfer Account(s) will be treated in the same manner as a charge arising from a Cash Advance and will be reflected in your monthly statement issued by us for your Balance Transfer Account(s) and payable by you in accordance with these Terms & Conditions and where applicable, the Cardmembers Agreement.

#### 6.6. REDUCTION OF CREDIT LIMIT OF CARD ACCOUNT

- a. The total credit limit of all your Card Accounts (the "Credit Limit") shall be reduced by an amount equivalent to the total outstanding amount of your Balance Transfer(s) as set out in your Balance Transfer Account(s).
- b. In the event that the aggregate of the outstanding balance on your Card Account(s), and the total outstanding balance of your Balance Transfer(s) (the "Total Outstanding Balance") exceeds your Credit Limit, you shall pay us on demand such amount as may be determined by us (the "Excess Amount") to ensure that your Total Outstanding Balance is within your Credit Limit.

#### 6.7. FEES

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

## 6.8. CANCELLATION OR TERMINATION OF CREDIT CARDS

- a. In the event of any cancellation or termination of your Card Account(s) for any reason whatsoever, your Balance Transfer Account(s) will remain open, so long as there is an outstanding balance on any of your Balance Transfer Account(s). You shall continue to make payments to your Balance Transfer Account(s) until the full outstanding amount is fully paid off.
- b. For avoidance of doubt, any outstanding balance applicable to your Card Account(s) shall be managed and settled separately from your Balance Transfer Account(s) and in accordance with the relevant terms and conditions applicable to your Card Account(s).
- c. The Facility shall survive any cancellation or termination of your Card Account(s) and shall continue to be governed by these Terms & Conditions.

## 6.9. TERMINATION

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

## 6.10. VARIATION OF INTEREST RATES

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

## 6.11. AMENDMENTS

We may at any time at our absolute discretion and upon written notice to you, change any one or more of these Terms & Conditions. Such change(s) shall take effect from the date stated in the notice, which in most instances shall be no less than 30 days from the date of the notice. If you do not accept such change(s), you shall forthwith repay to us all monies owing under your Balance Transfer Account(s). Where you continue to participate in the Facility or if any Balance Transfer remains outstanding after such notification, you shall be deemed to have agreed with and accepted such change(s).

## 7. CASH-ON-INSTALMENT FACILITY

You may at any time apply for the OCBC Cash-on-Instalment Facility (also previously known as the "Cashwise Facility", collectively the "Cash-on-Instalment Facility"), subject to this Agreement and any other terms and conditions, rules, procedures or instructions which we may issue from time to time.

### 7.1. ELIGIBILITY FOR CASH-ON-INSTALMENT FACILITY

- a. Application for the Cash-on-Instalment Facility may be made by any Principal Cardmember whose Card Account is in good standing as determined by us. We may reject an application for the Cash-on-Instalment Facility in its entirety and/or approve only part of the requested amount at our discretion without assigning any reason therefor.

Each application for the Cash-on-Instalment Facility is subject to a minimum amount specified by us to be applied for under the Cash-on-Instalment Facility and (ii) the amount applied for and the interest to be charged thereon not exceeding the available credit limit of your Card Account less the Processing Fee (as defined below) at the time of the application for the Cash-on-Instalment Facility.

## 7.2. APPROVAL OF CASH-ON-INSTALMENT FACILITY

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

## 7.3. PAYMENT, INTEREST, FEES AND CHARGES FOR CASH-ON-INSTALMENT FACILITY

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

## 7.4. TREATMENT OF CASH-ON-INSTALMENT FACILITY

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

## 7.5. TERMINATION OF CASH-ON-INSTALMENT FACILITY

Notwithstanding anything in this Agreement, we reserve the right to terminate the Cash-on-

Instalment Facility without prior notice and without assigning reason therefor and you shall forthwith on demand repay all monies owing under the Cash-on-Instalment Facility.

#### 7.6. VARIATION OF INTEREST RATES OF CASH-ON-INSTALMENT FACILITY

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

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

#### 8.1. OUR RIGHT TO TERMINATE

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

#### 8.2. YOUR RIGHT TO TERMINATE

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

#### 8.3. OBLIGATIONS UPON TERMINATION

Upon the termination of your Card Account(s) for whatever reason, you shall return such Card to us cut in pieces, or in the case of a Tokenised Card, delete such Card from all Enabled Device(s). Notwithstanding such termination, any use of the Card or the Security Procedure of a Card (whether or not by you) before it is returned to us or deleted (as the case may be) shall be deemed to be use of the Card or the Security Procedure by you.

### 9. LIABILITY OF CARDMEMBERS

#### 9.1. LIABILITY OF PRINCIPAL CARDMEMBER

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

#### 9.2. LIABILITY OF SUPPLEMENTARY CARDMEMBERS

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

#### 9.3. LIABILITY OF EACH CARDMEMBER

The liability of the Principal Cardmember and a Supplementary Cardmember in respect of any

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

## **10. EXCLUSIONS AND EXCEPTIONS**

### **10.1. CARD AND SECURITY PROCEDURES**

We are not liable in any way:

- a. should use of your Card or any Enabled Device(s) or any Security Procedure be rejected by a merchant or any terminal used to process Card Transactions or if we refuse for any reason to authorise any Card Transaction;
- b. for any malfunction, defect or error in any terminal used to process Card Transactions, or of other machines or systems of authorisation whether belonging to or operated by us or other persons or the inability of any terminal, machine or system to accurately, properly or promptly transmit, process or store any data;
- c. for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, terrorism, civil disturbance or any event outside our control or the control of any of our servants, agents or contractors;
- d. for any damage to or loss or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card or the corruption of any such data or information, howsoever caused;
- e. (i) for any loss, theft, use or misuse of any Card or Enabled Device, or disclosure of your PIN and/or compromise of any Security Procedure or any breach of this Agreement  
(ii) for any fraud and/or forgery perpetrated on us or any merchant  
(iii) for any injury to your credit, character and reputation in relation to our repossession or our request for the return of any Card or your use thereof or any inability to use any Enabled Device;
- f. for the interception by or disclosure to any person (whether unlawful or otherwise) of any data or information relating to you, any Card Transaction or your Card Account transmitted through or stored in any electronic system or medium, howsoever caused;
- g. for any delay, inability or failure by us to perform any of our obligations under or pursuant to this Agreement caused or contributed in any way by any one or more of the events or occurrences set out in this Clause;
- h. for any claim, loss, damage, delay, inability to use, or any mistake or error arising in connection with any hardware, software or service used or provided in connection with any Tokenised Card, Enabled Device or Digital Payment Service or any inability to use the same. You agree and acknowledge that Tokenised Card, Enabled Device or Digital Payment Service are made available on an “as-is”, “as-available” basis, that these are not warranted to be error-free and that all risk associated with any use thereof shall be borne by you; and/or
- i. for any breach of any obligation of confidentiality by any third party provider of any service or facility associated with any Tokenised Card, Enabled Device or Digital Payment Service. You acknowledge and understand that use of the same involves the transmission of your personal data and transaction details through third parties which we are unable to

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

## 10.2. PROBLEMS WITH GOODS AND SERVICES

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

## 11. INSTALMENT PAYMENT PLAN

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

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

## 12. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES

### 12.1. CONCLUSIVE EVIDENCE

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

whatsoever.

We shall be entitled to treat any person in physical possession and control of any Card and/or any Tokenised Card, Enabled Device or Digital Payment Service as the rightful holder or user thereof, and are entitled to rely upon any signature, digital certificate or token or use of the Card as conclusive evidence of the fact that the Card Transaction relating thereto was authorised and properly made or effected by the cardmember, and subject to Clause 4.3(a) and (b), shall not in any way be liable for any loss, costs, damages suffered by any person including the rightful holder of the Card with respect to any transaction effected through the Card and/or any Enabled Device.

## 12.2. BILLING STATEMENTS

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

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

## 13. APPROPRIATION OF PAYMENTS

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

## 14. AMENDMENTS

### 14.1. AMENDMENTS TO THE AGREEMENT

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

### 14.2. RIGHT TO VARY CHARGES AND FEES

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

### 14.3. NOTIFICATION OF CHANGES

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

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

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

## 15. DISCLOSURE OF INFORMATION

### 15.1. PARTIES TO WHOM DISCLOSURE MAY BE MADE

You consent for us to, whether before or after termination of the Card Account, transfer and/or disclose any information relating to you or your Card Transaction or Card Account (“Information”) to our related corporations, their respective agents our business partners, and other third parties (as we may deem fit in our sole and absolute discretion) for any purpose. The reference to “any purpose” in this Clause shall include but not be limited to the provision of marketing and promotional services to you, and such other purposes as may be determined by us (in our sole and absolute discretion) from time to time. You also acknowledge and agree that as the service providers of Digital Payment Systems and/or token providers are located overseas, it is necessary for your personal data to be transferred out of Singapore in order that your instructions may be carried out, and that the protection of your personal data in jurisdictions outside Singapore may not be on standards similar to those applicable in Singapore. For the avoidance of doubt, pursuant to the foregoing consent, we shall be permitted to at any time disclose Information of the Principal Cardmember and/or Supplementary Cardmember(s) to each other / one another.

### 15.2. CREDIT BUREAU

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

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

### 15.3. WRITTEN PERMISSION

You agree that where your written permission is required by law or otherwise for any such disclosure by us, the signing of the Card application form and/or the signing of the Card and/or the usage of the Card shall constitute and be deemed to be sufficient written permission for such disclosure.

### 15.4. ADDITIONAL RIGHTS

Our rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to Banking Act, Chapter 19 of Singapore (as may be amended and substituted



from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

#### 15.5. PERSONAL DATA

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

#### 15.6. CREDIT STANDING AND CLAIMS

- a. You irrevocably agree and consent to us sharing, whether in Singapore or overseas, your credit standing with any credit reporting agencies, your past and current employers (where applicable), and trade and professional bodies of which you were or are a member
- b. You further irrevocably agree and consent to waiving all claims against us, our collection agents and/or other representatives (“Representatives”), and holding us and our Representatives harmless in connection with
  - (i) any of the disclosures referenced in Clause 15.6(a) and/or
  - (ii) any claims, actions or proceedings we may commence against you in connection with the recovery of any sums owing to us.

### 16. SET OFF AND CONSOLIDATION

#### 16.1. EXTENT OF OUR RIGHTS

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

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

#### 16.2. SET OFF AND CONSOLIDATION INVOLVING FOREIGN CURRENCIES

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

### 17. COMMUNICATION AND SERVICE OF DOCUMENTS AND PROCESS

#### 17.1. COMMUNICATION AND SERVICE

Any Card (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 any cardmember and of any amendments to this Agreement), demand, document (including but not limited to service of Writ of Summons or other originating process relating to or by which any legal proceedings against any cardmember is commenced by us) or any other correspondence, may be sent to or served, whether in Singapore or overseas, on any cardmember 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 the cardmember via postings, messaging or chat systems on social media or other online services). Cardmember agrees that any such Card, statement, notice, demand, document or any other correspondence so left at or sent or despatched to any cardmember shall be effective and deemed to have been received by that cardmember:

- 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.

Cardmember further agrees and accepts that service of any documents (including Writ of Summons or other originating process) in accordance with this clause, shall be deemed to be good and valid service on the cardmember, notwithstanding that such documents may not have been received by that cardmember or returned undelivered.

## 17.2. COMMUNICATION INVOLVING SUPPLEMENTARY CARDMEMBERS

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

## 18. MISCELLANEOUS

### 18.1. INDEMNITY

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

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

### 18.2. REFERENCES TO SINGAPORE DOLLARS

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

currency other than the billing currency and any payment received by us in any currency other than the billing currency shall be converted by us at such rate or rates of exchange as may be determined by us from time to time.

### 18.3. INSTRUCTIONS FROM YOU

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

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

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

### 18.5. DELAY OR FAILURE TO EXERCISE RIGHTS

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

### 18.6. ADDITIONAL PRIVILEGES, OFFERS OR BENEFITS

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

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

- a. amend, modify, vary or withdraw the terms and conditions of any Programme and/or any privilege or benefit offered or conferred under any Programme;
- b. suspend or terminate any Programme; or

- c. restrict or exclude any merchant from participation or continuing to participate in any Programme.

Any privilege or benefit to be obtained from or conferred by any merchant under any Programme may be unavailable, suspended or withdrawn by that merchant at any time for any reason and whether temporarily or otherwise. We shall not be liable for any refusal of any merchant to extend or confer any privilege or benefit under any Programme for any reason whatsoever.

#### 18.7. ARRANGEMENTS WITH FINANCIAL INSTITUTIONS

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

#### 18.8. GOVERNING LAW

- a. This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability or terminate any of the terms of this Agreement.
- b. Nothing in this Clause 18.8 shall limit our right to take proceedings against you in any other court of competent jurisdiction, and you irrevocably agree to waive any objection to any proceedings that we may commence against you on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum or other similar grounds. The taking of such proceedings against you in one or more jurisdictions shall not preclude the taking of proceedings against you in any other jurisdiction, whether concurrently or not.

#### 18.9. OTHER VERSIONS OF THIS AGREEMENT

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

#### 18.10. SEVERANCE

If any provision or part of a provision of 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.

#### 18.11. DISCRETION TO HANDLE CREDIT BALANCE IN CARD ACCOUNT

We shall have the right at our sole and absolute discretion to pay or remit any credit balance on the Card Account to the Principal Cardmember (or to the Principal Cardmember's executor(s) or administrator(s) in the event of the Principal Cardmember's death). Without prejudice to the generality of the foregoing and subject to Clause 16, in respect of any such credit balance, we

shall have the right to:

- a. transfer all or any part of such credit balance on the Card Account by way of funds transfer to any of the Principal Cardmember'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 the Principal Cardmember, provided that if the Principal Cardmember has 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. Any payment or remittance of any credit balance made by us to the Principal Cardmember under this Clause shall be deemed to be the full and final discharge of our liabilities in relation to such credit balance.

#### 18.12. OUTSOURCING CLAUSE

The Bank has the right to outsource or sub-contract any part of our business operations to such third party (including but not limited to any party outside Singapore) on such terms as the Bank in its sole discretion deems fit. The Bank shall be entitled to harness, inter alia, data processing and technology infrastructure support services to enhance the Bank's suite of products and services and improve productivity within the Bank, its branches, subsidiaries and affiliates across the countries in which it operates.

#### 19. OCBC REWARDS PROGRAMME

19.1. Subject to Clause 19.3, the principal VISA or MasterCard Cardmembers of certain Cards issued by OCBC may, subject to the terms of these programmes, be eligible to participate in or enjoy certain privileges associated with the OCBC\$ Rewards Programme or the OCBC 365 Credit Card Cashback Programme or the Robinsons\$ Rewards Programme or the Linkpoints Rewards Programme or OCBC Cashflo Card Cash Rebates Programmes or the FRANK Cash Rebates Programme or the OCBC 90°N Card Programme or the VOYAGE Credit Card Programme, in each case to the extent only that each such Programme is expressly designated by OCBC as applicable to the Card. Please visit [www.ocbc.com](http://www.ocbc.com) for more details.

19.2. Subject to Clause 19.3, SmartChange is open to all Principal Cardmembers issued with Cards (excluding Corporate Cards, Private Label Cards, OCBC Cashflo Card, OCBC Great Eastern Cashflo Card, FRANK Credit Card, OCBC 365 Credit Card and co-brand Cards such as, Uplus, FairPrice Plus, OCBC Robinsons Visa Platinum Card, OCBC Robinsons Visa Platinum Elite Card, BEST-OCBC Platinum MasterCard and such other credit cards as OCBC may from time to time determine) and whose Card Account(s) are in good standing with us (as determined by us in our sole discretion). Terms and Conditions Governing the OCBC SmartChange Scheme (available for viewing at [www.ocbc.com/CCsmartchange](http://www.ocbc.com/CCsmartchange)) apply. You acknowledge and agree that in participating in SmartChange, you shall be bound by such terms and conditions governing SmartChange as may be relevant.

19.3. Notwithstanding the foregoing, transactions made via Tokenised Cards, Digital Payment Systems or Enabled Devices may be excluded from the any or all programmes referenced in this Clause 19.

## **20. OCBC ALERT NOTIFICATION SERVICE**

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

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

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

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

20.5. A notification under the OCBC Alert Notification Service shall be considered to be sent by us upon the broadcast of the notification by the third party to the contact particulars designated by you for the purposes of the OCBC Alert Notification Service, regardless of whether such notification is actually received by you. We do not guarantee receipt of any notification under the OCBC Alert Notification Service by you and you understand and agree that your use of the OCBC Alert Notification Service is at your own risk.

20.6. You shall notify us immediately of any change in your contact particulars designated by you for the purposes of the OCBC Alert Notification Service. Where you fail to inform us of such change, we shall not be responsible for any loss, damage or other consequence which you may suffer as a result of any notification being sent to your latest designated contact particulars in our records.

20.7. All references to a time of day in any notification sent by us under the OCBC Alert Notification Service are to Singapore time (unless otherwise specified by us).

20.8. All notifications under the OCBC Alert Notification Service shall be from us to you only and you should never attempt to communicate with us by directing any communication to the sender's contact number, address or other particulars which may be indicated on the notification.

20.9. You agree that we, our directors, officers, employees and agents are not responsible for any losses or damages, including legal fees, that may arise, directly or indirectly, in whole or in part, from:

- a. the non-delivery, delayed delivery, or the misdirected delivery of a notification under the OCBC Alert Notification Service;
- b. any inaccurate or incomplete content in a notification under the OCBC Alert Notification Service; or
- c. the reliance by you on or use of the information provided in a notification under the OCBC

Alert Notification Service for any purpose.

## **21. FATCA AND CRS POLICIES**

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

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

22.1 You acknowledge and agree that any use of Digital Payment Systems, Tokenised Cards, Security Procedures, Enabled Devices or the use of your Cards for transactions carried out over the Internet or other communications networks may be subject to security risks which may include but not be limited to:

- a. monitoring and recording of your personal data, transactions, usage patterns and Security Procedure responses;
- b. use of your personal data, transactions, usage patterns and Security Procedure responses to perform unauthorised transactions or to commit or facilitate crime;
- c. installation of malware, viruses, monitoring or malicious code on your computer systems and/or other devices which may then collect and communicate to third parties information or other data about you;
- d. malfunctioning Enabled Devices, Digital Payment Systems, network connections or hardware failure;
- e. “phishing” or other websites or emails which mimic the appearance of OCBC’s websites or official communications, but do not in fact originate from OCBC, and which may be used to collect information about you or deceive you into entering into transactions or providing information or compromising Security Procedures; and
- f. “man-in-the-middle” or other interception of your communications with OCBC or its service providers.

Use of Digital Payment Systems, Tokenised Cards, Security Procedures, Enabled Devices or the use of your Cards for transactions carried out over the Internet or other communications networks is entirely at your own risk. You shall be solely liable for any Card Transactions and any loss, damage or claim arising in connection with any such use, and whether for any initial or subsequent transactions made on your Card.

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

- a. you must not give or disclose your security details to any third party persons or websites or disclose or compromise any Security Procedure and you must inform us immediately upon being aware of any suspected fraud or compromise relating to any Card, Enabled Device(s) or Security Procedure;
- b. you must equip any personal computer or other devices used to effect any Card Transactions including Enabled Device(s) and/or mobile devices (“Devices”) with the

latest anti-virus, anti-malware and firewall software, and ensure that the installed software is regularly updated and run with latest anti-virus signatures;

- c. you must not jailbreak, root or modify your Device(s), or install illegitimate mobile applications as this may render such Device(s) more prone to viruses and malware;
- d. you must not allow any third party to use, operate or control any Device(s) or your Cards/Card Accounts;
- e. you must monitor your record of transactions regularly, and report discrepancies to us immediately upon discovery, and in any event, not later than 7 days after any statement of account has been provided to you. You must also inform us immediately when there is a change in contact details such as mobile number and email address, for the purpose of receiving SMS alerts or email notifications for transactions performed; and
- f. you must comply with all safe security practices prescribed by us via our website, and/or any policy or security advisory bulletin we may issue or publish from time to time, including but not limited to those set out at <https://www.ocbc.com/personal-banking/policies.html>, or such other URLs as we may designate from time to time.