

## TERMS AND CONDITIONS GOVERNING OCBC CASHFLO CREDIT CARD

The following terms and conditions and any other rules, procedures or instructions which we may issue from time to time (collectively “Terms and Conditions”) shall apply to OCBC Cashflo Credit Card (“OCBC Cashflo Card” or “Card”).

These Terms and Conditions together with the terms of the OCBC Cardmembers Agreement (as may be amended, modified and supplemented by OCBC from time to time) shall govern and apply to the OCBC Cashflo Card. In the event of any conflict or inconsistency between these Terms and Conditions and the OCBC Cardmembers Agreement, these Terms and Conditions shall prevail in so far as they relate to OCBC Cashflo Card.

All terms and references used in these Terms and Conditions and which are defined or construed in the OCBC Cardmembers Agreement but are not defined or construed in these Terms and Conditions shall have the same meaning and construction in these Terms and Conditions.

### 1 OCBC Cashflo Card

The OCBC Cashflo Card is a card bearing the name MasterCard and/or the service mark of MasterCard issued by Oversea-Chinese Banking Corporation Limited (“OCBC Bank”) (including any substitution, replacements or renewals thereof) which comes with the following features: (a) Interest Free Instalments Scheme over a period of 3, 6 or 12 months. (b) Spend on the Card programme whereby you can earn cash rebates as incur spending on the Card, subject to the terms and conditions below.

### 2 Interest Free Instalments Scheme (“Scheme”)

2.1 Under the Scheme, a Card Transaction with an amount equivalent to or above a pre-set Trigger Amount (as defined below) or, as the case may be, the Default Trigger Amount (as defined below) will automatically be split into 3, 6 or 12 instalments as per the table below.

The instalments are interest free and payable monthly over a period of 3, 6 or 12 months (each an “Instalment Period”).

Cash Transaction Amount	Instalment Period
< \$1,000	3 months
≥ \$1,000	6 months
> \$0 (Only eligible for premium payment on Selected Great Eastern Life and Great Eastern General plans)	12 months

2.2 You authorise us to pay the relevant merchant for your purchase of the relevant goods/services and to debit your Card Account for the purchase of the goods/services in the number of instalments as we may determine under the Scheme.

2.3 Your use of the Card to pay a merchant for purchase of any goods/services is subject to the approval and/or terms and conditions of the relevant merchant.

2.4 The first instalment payment will be charged immediately to your Card Account when you purchase the goods/services. Each subsequent instalment payment will be charged to your

Card Account on or about the same day in each following month, until the purchase price or transaction amount has been completely charged to the Card Account.

2.5 Each of the instalment amounts charged to your Card Account will be deemed as a charge arising from and be payable by you as a Card Transaction under the Cardmembers Agreement.

2.6 To be eligible for the Scheme, you agree that the available credit limit on your Card Account (excluding any temporary credit line increase) ("Credit Limit") must be sufficient to block out the entire transaction amount at the time the Card Transaction is made. If the transaction amount exceeds the Credit Limit of your Card Account, the transaction amount will not be split into instalments and the full transaction amount will be charged to your Card Account.

2.7 You agree that the Credit Limit of your Card Account will be reduced by such portion of the transaction amount that is unpaid, although the same may not be posted to your Card Account as yet. Upon your payment of an instalment, your reduced Credit Limit may, at our discretion, be increased by such amount corresponding to the amount paid pursuant to such instalment amount.

2.8 If any instalment payment debited to your Card Account is not paid in full when due, you must pay us the finance charges, interest and fees on the outstanding amounts at our prevailing rate.

2.9 The Scheme is not applicable to any Cash Advance, Balance Transfer, Instalment Payment Plan, interest, fees and such other promotions and transactions as we may determine.

2.10 You will not be eligible to the Scheme if you have failed to make the full payment specified in your Billing Statement by payment due date.

2.11 We reserve the right to change the Scheme (including but not limited to the number of instalments and Instalment Period) in any manner as we deem fit without notice at any time or from time to time.

2.12 We reserve the right to exclude or reject any Card Transaction under the Scheme.

### **3 Trigger Amount**

3.1 You may specify a trigger amount to be applied for the Scheme ("Trigger Amount") in your application form subject to a minimum Trigger Amount of S\$100.

3.2 If no Trigger Amount is specified by you in the application form, we will default the Trigger Amount to S\$100 ("Default Trigger Amount").

3.3 If your specified Trigger Amount is lower than S\$100 or higher than the Credit Limit of your Card Account, the Trigger Amount to be applied for your Card under the Scheme will be set at S\$100.

3.4 All Trigger Amounts indicated must be to the nearest hundred dollars.

3.5 We reserve the right to vary the Default Trigger Amount without notice at any time or from time to time.

#### **4 Extension / Acceleration of Payments**

4.1 You may make an application, subject to a non-refundable processing fee, to extend time for your instalment payments at any time during the Instalment Period if the outstanding transaction amount is no less than S\$500. We must receive your application at least 7 business days before the date of your Billing Statement for that month to process your application. We accept applications made in writing or through telephone.

4.2 If your application for extension of time is received by using less than 7 business days from the date of your Billing Statement for that month, we will not include the monthly instalment due for that month in processing your application and will proceed to charge such instalment to your Card Account for that month. Your application for extension of time will be considered for the remaining instalments or the balance transaction amount which have yet to be posted to your Card Account.

4.3 Upon our approval of your application, you will pay the remaining instalments in such number and amount of instalment as we may specify ("Extended Instalments"). In addition, you will pay a one-off non-refundable processing fee at a rate as determined by us. The processing fee will be charged to and debited from your Card Account together with the next instalment payment.

4.4 The Extended Instalments will be charged to your Card Account and be treated the same way as any other Card Transaction charged to the Card Account.

4.5 We may at our discretion and without notice to you debit the whole balance of the transaction amount then outstanding to your Card Account, in which case such balance will be immediately due and payable by you.

4.6 You agree to pay us a non-refundable administrative fee of S\$150 (or at such rate as we may determine) if you terminate the Card Account or apply to accelerate payment of the whole balance of the transaction amount then outstanding. Such administrative fee is payable and not refundable if you subsequently retract your application, fail to pay the outstanding transaction amount or decide to continue with the Card Account.

4.7 In the event that any Insurance policy transaction placed on your Card is cancelled during the freelook period and/or pre-maturely terminated, regardless of whether the removal of such policy is initiated by you or the insurer, we reserve the right to accelerate payment of the whole balance of the transaction amount then outstanding to your Card Account, in which case such balance will be immediately due and payable by you.

#### **5 Cash Rebates**

5.1 As a cardmember of the Card (a "Cardmember"), you will receive cash rebates based on the amount of eligible retail spend in your monthly Billing Statement as follows:

- a. If your monthly billed amount of eligible retail spend is below S\$1,000, you will receive 0.5% cash rebates calculated on the total billed amount of eligible retail spend.
- b. If your monthly billed amount of eligible retail spend is S\$1,000 and above, you will receive 1.0% cash rebates calculated on the total billed amount of eligible retail spend subject to a cap of S\$100 per month.

Illustration:

- (i) If your total amount of eligible retail spend in your March Billing Statement is S\$800, you will receive cash rebates of S\$4 (S\$800 x 0.5%).
- (ii) If your total amount of eligible retail spend in your April Billing Statement is S\$1,200, you will receive cash rebates of S\$12 (S\$1,200 x 1.0%).

5.2 Cash rebates earned by a Supplementary Cardmember will be credited to the Card Account of the Principal Cardmember.

5.3 We reserve the right to vary the rates or impose a cap on the rebate amount without notice at any time or from time to time.

5.4 Cash rebates are awarded only for “eligible retail spend” made on the Card.

The following will not be taken into account in the award and computation of cash rebates or in the computation of “eligible retail spend”:

- Annual card fees, interest, late payment charges;
- Tax payments;
- Bill payments made via Internet Banking and any AXS Network;
- Transactions under Transportation and Tolls MCC 4111/4121/4131 except for transactions with Grab Transport, Gojek and licensed taxi operators (including, without limitation, Comfort/Citycab/ Transcab/ SMRT Taxi/ Premier Taxi/ Prime Taxi/ HDT Taxi).
- Transactions classified under the following MCCs:

<b>Merchant Description Code (MCC)</b>	<b>Description</b>
4784	Tolls and Bridge Fees
4829	Wire Transfer Money Orders (WTMOs)
4900	Utilities–Electric, Gas, Heating Oil, Sanitary, Water
5199	Nondurable Goods (Not Elsewhere Classified)
5960	Direct Marketing Insurance Services
5993	Cigars, Stores and Stands
6012	Member Financial Institution–Merchandise and Services
6051	Quasi Cash–Merchant (Non-Financial Institutions – Foreign Currency, Non-Fiat Currency, Cryptocurrency)
6211	Securities–Brokers and Dealers
6300	Insurance Sales, Underwriting and Premiums
6513	Real Estate Agents and Managers–Rentals
6540	Non-Financial Institutions – Stored Value Card Purchase/Load
7349	Cleaning, maintenance and janitorial services
7523	Automobile Parking Lots and Garages
7995	Gambling - Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks
8062	Hospitals*

8211	Schools, Elementary and Secondary
8220	Colleges, Universities, Professional Schools and Junior Colleges
8241	Schools, Correspondence
8244	Schools, Business and Secretarial
8249	Schools, Trade and Vocational
8299	Schools and Educational Services–Not Elsewhere Classified
8398	Organizations, Charitable and Social Service
8651	Organizations, Political
8661	Organizations, Religious
8675	Automobile Associations
8699	Organizations, Membership–Not Elsewhere Classified (Labor Union)
9211	Court Costs Including Alimony and Child Support
9222	Fines
9223	Bail and Bond Payments
9311	Tax Payments
9399	Government Services–Not Elsewhere Classified
9402	Postal Services–Government Only
9405	Intra-Government Purchases–Government Only

\*Transactions to Singapore Government Public Hospitals including Non-Profit Hospitals, Community Hospitals and Polyclinics under the MCC 8062.

- Cash-On-Instalment Facility, Instalment Payment Plan, PayLite, Cash Advances, Balance Transfers; and
- any such other fees, charges, payments, services, products and/or facilities as may be decided by us in our absolute discretion at any time and from time to time.
- For the avoidance of doubt, the Bank has the absolute discretion to decide whether or not to provide any notice in relation to any of its decisions made hereto.

5.5 Retail purchases charged to the Card but have yet to be posted to the Card Account will not be taken into account in the computation of cash rebates to be awarded.

5.6 Refunded retail purchases will be deducted from the relevant monthly billed amount for the computation and award of cash rebates. Any reversed portion of cash rebates will be reflected in the Billing Statement of the following month.

5.7 We may retract, deduct and/or re-compute any cash rebates awarded if any cardmember fails to effect due payment for the Card Transactions or the Card Account is terminated by a cardmember or the Bank.

5.8 Any cash rebates awarded will be reflected in the Billing Statement provided on a monthly basis. Such cash rebates will be automatically offset against that month's billed amount.

5.9 We reserve the right to replace the cash rebates with another item or kind of reward as we may determine without notice at any time or from time to time.

5.10 We reserve the right to claw back any and all cash rebates previously awarded to you for any Insurance policy transactions placed on your Card if the policy is cancelled under the freelook period and/or pre-maturely terminated, regardless of whether the removal of such policy is initiated by you or the insurer.

5.11 We reserve the right at any time without giving any reason or notice to the Cardmember to claw-back, deduct, withdraw or cancel any cash rebate or other rewards/rebates awarded to the Cardmember for any reason whatsoever, and without any liability to the Cardmember.

5.12 We reserve the right at any time without giving any reason or notice to the Cardmember to debit, charge and/or deduct from any of the Cardmember's accounts with us, and/or demand the relevant Cardmember to repay or compensate to us, the monetary value equivalent of any cash rebate previously awarded, for any reason whatsoever, and without any liability to the Cardmember. Further, if any Cardmember wishes to close his/her Card Account but such Card Account has an insufficient or negative balance for any reason whatsoever, we reserve the right to debit, charge and/or deduct from any of the Cardmember's accounts with us, and/or demand the relevant Cardmember to repay or compensate us, the monetary value equivalent of the amount of cash rebate in deficit.

5.13 No person shall be entitled to any payment or compensation whatsoever in respect of any claw-back, deduction, withdrawal or cancellation of any cash rebate or any debit, charge or deduction or demand for the monetary value equivalent of any cash rebate made by us, for any reason whatsoever.

5.14 We may, at our sole discretion and without notice, suspend the Card at any time.

5.15 The crediting of cash rebates to your Card Account will be entirely at our discretion and we shall not be liable or responsible for any loss or damage suffered or incurred by any cardmember in connection with the Card.

5.16 Our decision on all matters relating to or in connection with the Card (including the Scheme) shall be final and binding on all cardmembers.

5.17 In the event of any inconsistency between these Terms & Conditions and any brochure, marketing or promotional material relating to the Card, these Terms & Conditions shall prevail.

## **6 Amendments**

We may vary, add, delete, amend or modify any one or more provisions in these Terms and Conditions at any time and from time to time without notice. You are deemed to accept and are bound by such variations, additions, deletions, amendments and/or modifications if you do not terminate the use of the Card.

## **7 Rights of third parties**

A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act Cap 53B to enforce any of these Terms and Conditions.

## **8 Governing law and jurisdiction clause**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore, and you irrevocably submit to the non-Exclusive jurisdiction of the Courts of the Republic of Singapore.

**ALL INFORMATION IS CORRECT AND COMPLETE AS AT 17 JULY 2020.**