

## TERMS AND CONDITIONS GOVERNING PERSONAL LINE OF CREDIT ACCOUNTS

In consideration of Oversea-Chinese Banking Corporation Limited extending or continuing to extend the Personal Line of Credit to the Account Holder (as hereinafter defined) at the Account Holder's request, the Account Holder agrees to be bound by these Terms and Conditions Governing Personal Line of Credit Accounts as may be amended, supplemented and/or superseded by the Bank from time to time, read in conjunction with the OCBC Bank's Terms and Conditions Governing Deposits Accounts, and Terms and Conditions Governing Electronic Banking Services (all copies of which are available for viewing at [www.ocbc.com](http://www.ocbc.com) and at any OCBC Bank branch). In the event of any inconsistency between these terms and conditions on one part and the other terms and conditions on the other part, these terms and conditions shall prevail.

### 1. CONDITIONS PRECEDENT

The Bank may grant or continue to grant the Personal Line of Credit to the Account Holder if the following conditions are fulfilled or continued to be fulfilled:-

- a. the Bank's offer of Personal Line of Credit has been accepted by the Account Holder in the manner as prescribed by the Bank;
- b. an Account has been opened by the Account Holder with the Bank and the Account remains open at all times;
- c. all documents, legal or otherwise, as may be required by the Bank must be in order and where applicable, duly completed and signed to the satisfaction of the Bank;
- d. all documentary proof as may be required by the Bank must have been duly furnished;
- e. there are no circumstances which in the opinion of the Bank would adversely affect the Bank's ability decision or willingness to grant or continue to grant the Personal Line of Credit to the Account Holder; and
- f. all other conditions precedent as the Bank may require or impose have been fulfilled to the satisfaction of the Bank or otherwise have been duly complied with.

### 2. INSTRUCTION

- 2.1 The Account Holder authorises the Bank to accept and act upon any Instruction issued (whether actually authorised by the Account Holder or not) as the Account Holder's authentic and duly authorized Instruction and that the Bank shall be under no obligation to investigate the authenticity or authority of persons effecting the Instruction or verify the accuracy or completeness of the Instruction and that the Bank may treat such Instruction as valid and binding on the Account Holder notwithstanding any error fraud forgery lack of clarity or misunderstanding in the terms of the Instruction.
- 2.2 The Bank may rely and act upon any Instruction to open, maintain or close the Account or to provide and/or terminate any Personal Line of Credit or to transfer any funds into or out of the Account.

### 3. CREDIT LIMIT

- 3.1 The Approved Limit of the Personal Line of Credit shall be such sum as may be approved and notified by the Bank to the Account Holder from time to time subject to the prevailing legislation rules regulations and/ or directives imposed or issued by the competent authorities.

- 3.2 The Personal Line of Credit is subject to review by the Bank from time to time. The Bank may at its sole discretion reduce, cancel, modify or otherwise vary the Approved Limit; revise, restructure or convert the Personal Line of Credit to such other facility type on such terms and conditions as may be determined by the Bank; or otherwise require the Account Holder to perform or refrain from performing such acts to comply with such terms and conditions imposed by the Bank from time to time on the Account, the Personal Line of Credit and/or on the Account Holder.
- 3.3 The Bank may from time to time increase the Approved Limit. Any such increase in the Approved Limit shall be notified by the Bank to the Account Holder and shall be deemed to be accepted by the Account Holder unless the Bank shall be in receipt of a written notice of objection within 7 days of the Bank's notice as aforesaid. For the avoidance of doubt, the continued usage of the Personal Line of Credit and/or the non-termination of the Account by the Account Holder shall be deemed to be the Account Holder's acceptance of the said increase.
- 3.4 The Account Holder shall operate and maintain the Account within the Approved Limit at all times. However, the Bank may at its absolute discretion and without prior notice to the Account Holder, allow any drawing on the Account or otherwise debit the Account with such sum or sums payable by the Account Holder pursuant to these Terms and Conditions Governing Personal Line of Credit Accounts notwithstanding that such drawing or debiting shall cause the Approved Limit to be exceeded. The Bank shall notify the Account Holder of any sum or sums utilised or debited from the Account in excess of the Approved Limit (hereinafter called "the Excess Sum") and the Account Holder shall ensure that the Excess Sum is paid within 7 days of the date of the said notification or such other date(s) which the Bank may stipulate.

#### **4. PERSONAL LINE OF CREDIT CHEQUE BOOK**

- 4.1 Only one Personal Line of Credit cheque book shall be issued for each Account at any time irrespective of the number of Joint Account Holders or authorised signatories.
- 4.2 The Bank is authorised but not obliged to honour all Personal Line of Credit cheques issued by the authorised signatories of the Account in accordance with the signature requirements as may be given by the Account Holder from time to time in the Bank's prescribed form.
- 4.3 Personal Line of Credit cheque(s) shall not at any time be issued to pay any monies owing under the Account, the Personal Line of Credit and/or these Terms and Conditions Governing Personal Line of Credit Accounts.
- 4.4 The Account Holder shall be liable for all unauthorised transactions made prior to the Bank's receipt of a written notification from the Account Holder of the loss of the Personal Line of Credit cheque book.

#### **5. STATEMENT OF ACCOUNT AND PAYMENT**

- 5.1 A Statement of Account will be sent to the Account Holder on a monthly basis or at any other interval that the Bank may determine from time to time. A Statement of Account may not be sent to the Account Holder for the period which the Account is inactive. Each month, the Account Holder shall pay at least the Minimum Payment Amount on or before the due date of payment as stated in the Statement of Account. The Minimum Payment Amount shall include the Excess Sum and any overdue payments in respect of the Account.
- 5.2 The Minimum Payment Amount and the due date of payment shall be determined by the Bank. The Bank reserves the right to vary the minimum payment requirements and the due date of payment at its absolute discretion without prior notice to the Account Holder.
- 5.3 If the Minimum Payment Amount for the preceding month is overdue, the Account Holder shall pay the Minimum Payment Amount stipulated in the current month's Statement of Account to the Bank immediately.

5.4 In the event that the payment received by the Bank shall be less than the Minimum Payment Amount or where applicable, less than the amount required to settle all outstanding due under the Account together with interest thereon in full, the Bank shall be entitled (but shall not be obliged) to apply the said payment received towards settlement of the principal amount outstanding the Excess Sum the interest charges fees and all other monies outstanding under the Account or any part thereof or under these Terms and Conditions Governing Personal Line of Credit Accounts in such proportion or otherwise in the manner as it deems fit irrespective of any instruction or direction given by the Account Holder. The provisions herein shall not affect alter prejudice or impair the Bank's rights under any other clauses provided in these Terms and Conditions Governing Personal Line of Credit Accounts, at law or in equity. Such part of the Minimum Payment Amount or such other monies or any part thereof outstanding and remaining unpaid shall be settled by the Account Holder immediately.

5.5 The Borrower shall examine the Statement of Account which shall be conclusive and binding on the Account Holder unless the Bank receives the Account Holder's written notification of any discrepancies in respect thereof within 7 days after posting despatch or delivery of the Statement of Account. The decision given by the Bank in respect of any such discrepancies duly notified by the Account Holder shall be final conclusive and binding on the Account Holder for all purposes whatsoever.

## 6. INTEREST

6.1 Interest shall accrue from day to day on the daily debit balances outstanding under the Account on a 365 day-year basis at such rate(s) of interest as the Bank may notify the Account Holder from time to time. Interest accrued under the Personal Line of Credit will be capitalised and debited from the Account at the end of each calendar month or on such other day or days that the Bank determines. A minimum interest of such amounts as the Bank may from time to time determine will be levied and debited from the Account each month if the Account has a debit balance at any time within a calendar month.

6.2 Interest on the Excess Sum shall be payable at such rate(s) as may be determined by the Bank from time to time.

6.3 No interest will be payable on any credit balance in the Account unless otherwise agreed to in writing by the Bank.

6.4 If the Minimum Payment Amount or any other sum(s) due hereunder is not received by the Bank on its due date of payment, interest at such rate as may be determined by the Bank will be levied on the overdue Minimum Payment Amount and/or other overdue sums from due date or date of demand by the Bank until the date the Bank receives the actual payment on a day to day basis, subject to such amount as may be determined by the Bank from time to time for each late payment.

6.5 All interest due under the Account, the Personal Line of Credit and these Terms and Conditions Governing Personal Line of Credit Accounts (including but not limited to interest on Excess Sum, overdue Minimum Payment Amount and all other sums remaining unpaid on demand) shall accrue on a day to day basis and shall be payable as well after as before judgment at the prevailing interest rate applicable to the Personal Line of Credit and/or applicable to any overdue sum or Excess Sum (as the case may be) or such other rate(s) of interest as the Bank may determine from time to time from the due date, date of demand or recall whichever is the earlier, up to and including the date the Bank receives the actual payment.

6.6 The Bank shall be entitled at its absolute discretion to determine or vary the rates and basis of calculation of interest payable by the Account Holder under these Terms and Conditions Governing Personal Line of Credit Accounts without notice and without giving any reason and the same shall be payable by the Account Holder on demand or at such time as the Bank may deem fit.

## 7. CHARGES COSTS AND EXPENSES

- 7.1 The Account Holder shall pay to the Bank all charges and/or fees (including without limitation, annual and late fees) in respect of the Personal Line of Credit and the Account as stated in the Bank's pricing guide.
- 7.2 The Bank may at any time at its absolute discretion and upon written notice to the Account Holder, change the amount of any charges or fees (including late fees) payable by the Account Holder as stated in the Bank's 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.
- 7.3 All legal fees and such other reasonable costs, expenses and disbursements incurred by the Bank in enforcing the Bank's rights under the Account, the Personal Line of Credit and these Terms and Conditions Governing Personal Line of Credit Accounts or otherwise in administering demanding and collecting payment of any monies due under the Account, the Personal Line of Credit and these Terms and Conditions Governing Personal Line of Credit Accounts including but not limited to legal costs as between solicitor and client and any goods and services thereon shall be borne by the Account Holder on a full indemnity basis.

## **8. RIGHT TO DEBIT**

- 8.1 The Bank is authorised at any time and without prior notice to debit the Account with all accrued interest fees charges costs and expenses including but not limited to charges costs and expenses referred to in Clause 7 (together with goods and services tax thereon or other levies or taxes now or hereafter imposed by law), and all other monies payable under the Account, the Personal Line of Credit and these Terms and Conditions Governing Personal Line of Credit Accounts.
- 8.2 If such debiting causes the Approved Limit to be exceeded or the Excess Sum to be increased, the Account Holder shall pay interest on such Excess Sum at such rate(s) or at such amount(s) as the Bank may impose from time to time after as well after as before judgment. All accumulated and capitalised interest fees costs charges levies expenses disbursements whatsoever debited from the Account as aforesaid shall be deemed to be principal monies for the purpose of ascertaining whether the Approved Limit has been exceeded.

## **9. JOINT ACCOUNT**

- 9.1 The Bank may at its absolute discretion agree to the Account Holder's request to convert a single Account to a joint Account subject to such conditions as the Bank may impose. Upon such conversion all joint Account Holders shall be jointly and severally liable for all monies owing to the Bank under the Account, whether such outstanding monies or any part thereof shall be incurred or owing before or after the date of such conversion.
- 9.2 Where the Account is a joint account with 2 or more Account Holders:-
- a. all references to "the Account Holder" under these Terms and Conditions Governing Personal Line of Credit Accounts shall refer to each and every one of the Account Holders individually or all of them collectively, as the context may require, and includes each Account Holder's successors, permitted assigns and personal representative(s);
  - b. all covenants provisions terms conditions or obligations shall be deemed to be made by and be binding on all joint Account Holders jointly and severally and shall also be binding on and applicable to their respective personal representatives and successors in title accordingly;
  - c. all notices and communications sent or given by the Bank to any one of the Account Holders shall be deemed to be sent or given to all Account Holders;
  - d. all Instructions given by any of the Account Holder or by any third party authorised by such Account Holder to operate the joint Account on his behalf shall be binding on all Account

Holders; Provided always that if the Instructions given are considered by the Bank to be contradictory or ambiguous the Bank shall be entitled in its absolute discretion to decide whether or not to act on them or to obtain clarifications from the joint Account Holders; and

- e. the joint Account and the Personal Line of Credit may be terminated by any one of the joint Account Holders acting in accordance with Clause 13.2 herein.

## **10. ACCOUNT HOLDER'S PARTICULARS**

10.1 The Account Holder shall notify the Bank promptly in writing of any change in his employment office home address and contact numbers.

10.2 If the Account Holder's latest address is not notified to the Bank or the whereabouts of the Account Holder is unknown to the Bank for 6 months, the Personal Line of Credit may be terminated at the Bank's absolute discretion and the Account closed accordingly whereupon all monies owing to the Bank under the Account the Personal Line of Credit and these Terms and Conditions Governing Personal Line of Credit Accounts together with interest thereon shall immediately become due and payable to the Bank.

## **11. REPRESENTATIONS AND WARRANTIES**

11.1 The Account Holder warrants and represents that all information declarations representations and warranties made or given by him or as evidenced by any documents given to the Bank in connection with the Personal Line of Credit and all particulars indicated in any application form(s) relating thereto are and will continue to be true and correct in all respects and will be complied with at all times.

11.2 The Account Holder confirms that the Bank is entitled to rely on the said information declarations representations and warranties in granting the Personal Line of Credit and that he shall immediately upon request furnish the Bank with all such documents statements information and explanation as may be reasonably required by the Bank from time to time regarding his affairs state or condition, financial or otherwise, that may affect the Bank's decision in granting or in continuing to grant the Personal Line of Credit to him.

## **12. DISCLOSURE OF INFORMATION**

The Account Holder irrevocably and unconditionally consents for the Bank and any officer (as defined in the Banking Act 1970 (the "Banking Act")) of the Bank to disclose any customer information (as defined in the Banking Act) relating to the Account Holder or any information whatsoever relating to the Account Holder as the Bank shall consider appropriate to any person to whom disclosure is permitted or required by any statutory provision or law or to any other person wherever situate for any purpose whatsoever and it is hereby agreed that the Bank and any officer of the Bank may disclose the foregoing information to the fullest extent permitted by the Banking Act or any other statutory provision or law. Without prejudice to the foregoing, the Account Holder consents to such disclosure to any credit bureau or any other organisation or corporation set up for the purpose of collecting and providing information relating to the credit standing of persons, and to the disclosure by such credit bureau or other organisation or corporation to any member thereof, for the purposes of assessing the Account Holder's credit worthiness or for any other purpose whatsoever. The Account Holder also consents to the disclosure to any person or organisation (including but not limited to agents, contractors, third party service providers, and entities referenced to in Clause 24A). The rights conferred on the Bank herein shall be in addition to and shall not be in any way prejudiced or affected by any other agreement, expressed or implied, between the Account Holder and the Bank in relation to any information referred to herein nor shall any such other agreement be in any way prejudiced or affected by any provision herein. The Bank's rights in this Clause 12 are in addition to and without prejudice to any other rights that we may have under any other terms and conditions or agreement, or under law (including the Banking Act 1970 or any other statutory provisions). In the event of a conflict or inconsistency between this Clause 12 and such other rights or terms, we shall

be entitled to rely on such provision as we may determine in our discretion. This consent and provision shall survive the termination of any or all of the Account Holder's accounts or facilities with the Bank, and/or the termination of any relationship between the Account Holder and the Bank, for any reason whatsoever.

## 12A. CREDIT STANDING AND CLAIMS

- 12A.1 The Account Holder irrevocably agrees and consents to the Bank sharing, whether in Singapore or overseas, the Account Holder's credit standing with any credit reporting agencies, the Account Holder's past and current employers (where applicable), and trade and professional bodies of which the Account Holder was or is a member.
- 12A.2 The Account Holder further irrevocably agrees and consents to waiving all claims against the Bank, the Bank's collection agents and/or other representatives ("Representatives"), and holding the Bank and its Representatives harmless in connection with (i) any of the disclosures referenced in Clause 12A.1 and/or (ii) any claims, actions or proceedings the Bank may commence against the Account Holder in connection with the recovery of any sums owing to the Bank.

## 12B. PERSONAL DATA PROTECTION

The Account Holder agrees and consents to the collection, use, disclosure, and other processing of the Account Holder's personal data by the Bank, its representatives, its related corporations and their respective business partners and agents ("**OCBC Group and its Representatives**"), for the purposes of the Bank extending a Personal Line of Credit to the Account Holder and providing other related products and services and other such purposes as reasonably required by OCBC Group and its Representatives ("**Purposes**") as set out under the Bank's Data Protection Policy, which is accessible at [www.ocbc.com/personal-banking/policies](http://www.ocbc.com/personal-banking/policies), and which the Account Holder has read and understood. Where the Account Holder has disclosed the personal data of other individuals to OCBC Group and its Representatives for the same Purposes, the Account Holder confirms and undertakes that the Account Holder has obtained all necessary consents from such individuals.

## 13. TERMINATION

- 13.1 The Personal Line of Credit shall be terminated forthwith upon the Account Holder or if more than one, the youngest Account Holder reaching the age of 65, whereupon all monies owing under the Account and these Terms and Conditions Governing Personal Line of Credit Accounts shall be due and payable.
- 13.2 The Account Holder may terminate the Account by:-
- a. giving the Bank written notice of such termination;
  - b. returning to the Bank all unused cheques issued for the Account and ATM cards issued solely for use under the Account; and
  - c. paying all monies owing under the Account, the Personal Line of Credit and these Terms and Conditions Governing Personal Line of Credit Accounts together with interest thereon.
- 13.3 Notwithstanding anything to the contrary herein, the Bank may at any time at its absolute discretion cancel the Personal Line of Credit and terminate the Account without giving any reason therefor and without prior notice to the Account Holder. All monies owing under the Account, the Personal Line of Credit and these Terms and Conditions Governing Personal Line of Credit Accounts together with interest thereon shall immediately become due and payable on demand.
- 13.4 The Account Holder shall forthwith return all Personal Line of Credit cheque books and where applicable, the Bank's ATM cards in the event of any termination of the Account by the Bank.



#### **14. EXEMPTION FROM LIABILITIES**

- 14.1 The Bank may in its absolute discretion and without prior notice or liability to the Account Holder refuse to honour any cheque issued under the Account or permit any transaction on the Account irrespective of whether the Approved Limit has been exceeded or not and may at any time vary or withdraw any of the benefits, facilities or services in respect of or in connection with the Account.
- 14.2 The Bank shall not be responsible for any losses or damage which the Account Holder or any or any other person(s) may suffer or incur due to any delay or refusal of the Bank to grant or to continue to grant the whole or part of the Personal Line of Credit to the Account Holder and shall not be obliged to give any reason for such delay or refusal.
- 14.3 Without prejudice to the foregoing, the Bank shall not in any event be responsible for or liable to the Account Holder for any losses or damages which the Account Holder may suffer in respect of transactions made under the Account including but not limited to losses and damages caused by or arising out of the dishonour of any cheques or non-availability of the Personal Line of Credit, whether by reason of any revision of the Approved Limit, suspension or termination of the Personal Line of Credit, changes to any of these Terms and Conditions Governing Personal Line of Credit Accounts or any other exercise of the Bank's rights under these Terms and Conditions Governing Personal Line of Credit Accounts, at law or in equity.

#### **15. STATEMENT OF INDEBTEDNESS**

A statement or certificate signed by any officer of the Bank as to the monies and liabilities for the time being owing and remaining unpaid by the Account Holder under the Account, the Personal Line of Credit and these Terms and Conditions Governing Personal Line of Credit Accounts shall, in the absence of manifest error, be final conclusive and binding on the Account Holder for all purposes.

#### **16. RIGHT OF SET OFF**

In addition to any remedies, lien, right of set-off or other rights which the Bank may have under these Terms and Conditions Governing Personal Line of Credit Accounts, at law or in equity, the Bank shall be entitled at any time and without notice to the Account Holder to combine or consolidate all or any of the Account Holder's account(s) with the Bank (in Singapore or elsewhere) whether held alone jointly or jointly with any other person(s) or set-off or transfer any sum or sums standing to the credit of such account(s) (whether matured or not) in or towards the satisfaction of any or all outstanding balances and other liabilities due from the Account Holder under the Account the Personal Line of Credit and these Terms and Conditions Governing Personal Line of Credit Accounts and whether expressed in a currency different from the currency of the Account or otherwise.

#### **16A. DISCRETION TO HANDLE CREDIT BALANCE IN ACCOUNT**

The Bank shall have the right at its sole and absolute discretion to pay or remit any credit balance on the Account to the Account Holder. Without prejudice to the generality of the foregoing and subject to Clause 8 and Clause 16, in respect of any such credit balance, the Bank shall have the right to:

- a. transfer all or any part of such credit balance on the Account by way of funds transfer to any of the Account Holder's account(s) with the Bank, including banking account(s) (provided that if the Account is a joint account, the Bank is entitled to transfer all or part of such credit balance to any joint account the joint Account Holders have with the Bank, including banking account(s) jointly held by the joint Account Holders); or
- b. pay all or any part of such credit balance by such mode as the Bank determines appropriate including by way of cheque or cashier's order to the Account Holder (provided that if the Account is a joint account, the Bank is entitled to pay all or any part of such credit balance by

such mode as the Bank determines appropriate including by way of cheque or cashier's order jointly to the joint Account Holders), provided that if the Account Holder has any outstanding liabilities owing to the Bank, whether under these Terms and Conditions Governing Personal Line of Credit Accounts or otherwise, the Bank has the sole and absolute discretion (but not the obligation), without prejudice to any other rights the Bank may have, and without further notice, to apply such credit balance to set-off such outstanding liabilities, whether in whole or in part. The Bank 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 the Bank to the Account Holder under this Clause shall be deemed to be the full and final discharge of the Bank's liabilities in relation to such credit balance.

## 17. OTHER TERMS AND CONDITIONS

- 17.1 The Account Holder agrees to be bound by and to abide by the Bank's Terms and Conditions Governing Deposit Accounts and where applicable, the Bank's Terms and Conditions Governing Electronic Banking Services and such other electronic services made available by the Bank from time to time. The Account Holder acknowledges that such terms and conditions may be amended by the Bank from time to time and the latest versions thereof are available for the Account Holder's reference at any of the Bank's branches.
- 17.2 In the event of any inconsistency between the Bank's Terms and Conditions Governing Deposit Accounts and where applicable, the Bank's Terms and Conditions Governing Electronic Banking Services and such other electronic services made available by the Bank from time to time and those contained in these Terms and Conditions Governing Personal Line of Credit Accounts, these Terms and Conditions Governing Personal Line of Credit Accounts (as may be amended modified and supplemented from time to time) shall prevail.

## 18. AMENDMENT(S)

- 18.1 The Bank may at any time at its absolute discretion and upon written notice to the Account Holder, change any one or more of these terms and 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.
- 18.2 If the Account Holder is not agreeable to such amendments, the Account Holder must terminate the Personal Line of Credit by written notice to the Bank before the said effective date and all sums owing and remaining unpaid by the Account Holder in respect of the Account the Personal Line of Credit and these Terms and Conditions Governing Personal Line of Credit Accounts together with interest thereon shall forthwith be paid to the Bank in full. Where the Account Holder continues to use the Personal Line of Credit and/or operate the Account the Account Holder shall be deemed to have agreed with and accepted such amendments.
- 18.3 The Bank may notify the Account Holder of any changes to these Terms and Conditions Governing Personal Line of Credit Accounts by:-
- a. publishing such changes in the Statements of Account to be sent to the Account Holder;
  - b. displaying such changes at the Bank's branches or automated teller machines;
  - c. posting such changes on the Bank's website;
  - d. electronic mail or letter;
  - e. publishing such changes in any newspapers; or
  - f. such other means of communication as the Bank may determine in its absolute discretion.



## 19. COMMUNICATION AND SERVICE OF DOCUMENTS AND PROCESS

Any statement, advices, notice, demand, document (including but not limited to any Writ of Summons or other originating process relating to or by which any legal proceedings against the Account Holder are commenced by the Bank), or any other correspondence, may be sent to or served, by or on behalf of the Bank (including by any person or firm acting as the Bank's agent or solicitor), whether in Singapore or overseas, on any Account Holder by leaving it at, or by posting it to, or despatching it by facsimile transmission, electronic mail, or other Internet or online communication channels, or by any other means, to any Specified Address (as hereafter defined), including without limitation user account(s) which the Bank determines to be associated with the Account Holder via postings, messaging or chat systems on social media or other online services. The Account Holder agrees that any such statement, notice, demand, document or any other correspondence so left at or sent or despatched to the Account Holder shall be effective and deemed to have been received by that Account Holder:

- 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 or online communication channels, or any other means not expressly referenced in Clauses 19(a) to (c) herein, immediately on despatch.

The Account Holder 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 Account Holder, notwithstanding that such documents may not have been received by that Account Holder or returned undelivered. In addition to these any methods of service referenced herein, the Bank may serve any document on the Account Holder in any other method permitted by law.

For the purposes of this Clause 19, "Specified Address" means any of the Account Holder's contact details (including but not limited to addresses, facsimile numbers, and electronic mail addresses) stated in the Account Holder's application form(s) and any other contact details:

- a. which the Account Holder may provide to the Bank from time to time;
- b. which the Bank may obtain from reliable sources as determined by the Bank (including via third parties and the Account Holder's online user accounts); and/or
- c. from which any correspondence from the Account Holder or purported to be from the Account Holder was sent or despatched to the Bank.

## 20. INDULGENCE NOT WAIVER

No failure or delay by the Bank in exercising or enforcing any right under these Terms and Conditions Governing Personal Line of Credit Accounts shall prejudice, affect, impair or restrict any of the Bank's rights and powers under the Account, the Personal Line of Credit and these Terms and Conditions Governing Personal Line of Credit Accounts, at law or in equity, nor shall any waiver of any breach hereunder operate as a waiver of any subsequent breach.

## 21. SEVERABILITY

If any one or more of the provisions in these Terms and Conditions Governing Personal Line of Credit Accounts are deemed invalid illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of these Terms and Conditions Governing Personal Line of Credit Accounts shall not in any way be prejudiced affected or impaired.

## 22. GOVERNING LAW

- 22.1 These Terms and Conditions Governing Personal Line of Credit Accounts shall be governed by and construed in accordance with the laws of Singapore and the Account Holder shall submit to the nonexclusive jurisdiction of the courts of Singapore.
- 22.2 Nothing in this Clause shall limit the Bank's right to take proceedings against the Account Holder in any other court of competent jurisdiction, and the Account Holder irrevocably agrees to waive any objection to any proceedings that the Bank may commence against the Account Holder 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 the Account Holder in one or more jurisdictions shall not preclude the taking of proceedings against the Account Holder in any other jurisdiction, whether concurrently or not.

## 23. ASSIGNMENT

The Bank may assign any of its rights hereunder without the Account Holder's consent. The Account Holder may not assign any of its rights hereunder without the Bank's prior written consent.

## 24. THIRD PARTY RIGHTS

A person who is not a party to any agreement governed by these Terms and Conditions Governing Personal Line of Credit Accounts has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the provisions in these Terms and Conditions Governing Personal Line of Credit Accounts.

## 24A. OUTSOURCING CLAUSE

The Bank has the right to delegate, outsource, sub-contract or otherwise appoint other members of the OCBC Group or third party whether within or outside Singapore (including that such members of the OCBC Group or third party may further delegate, outsource, sub-contract or otherwise appoint any other person) to perform any part of our business operations 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.

## 25. INTERPRETATION

In these Terms and Conditions Governing Personal Line of Credit Accounts, except to the extent that the context requires otherwise, the following terms shall have the following respective meanings:

"Account" refers to an account opened or maintained with the Bank in respect of the Personal Line of Credit;

"Account Holder" refers to a holder of the Account whether alone or jointly with any other person and include his personal representatives and successors in title.

"Approved Limit" refers to the limit of the Personal Line of Credit approved by the Bank from time to time for use under the Account; "Application Form" refers to the application form as prescribed by the Bank pursuant to which the Account Holder has applied or may apply for the Personal Line of Credit and/or such letter(s), commitment, arrangement or agreement between the Bank and the Account Holder from time to time in relation to the Personal Line of Credit as may be revised, supplemented, varied or superseded by the Bank from time to time in its absolute discretion;

“Bank” refers to Oversea-Chinese Banking Corporation Limited and shall include its successors and assigns;

“Excess Sum” refers to the sum or sums drawn from the Account which exceeds the Approved Limit;

“Instruction” refers to any instructions or requests communicated, sent or transmitted to the Bank in any form, including without limitation, in writing, through the post or via any electronic means in accordance with the Bank’s prescribed procedures and requirements, and shall include any application or forms prescribed by the Bank for Personal Line of Credit or the Account communicated or transmitted to the Bank in such form or forms.

“Minimum Payment Amount” in relation to any Statement of Account refers to the minimum amount which the Account Holder is required to pay by the due date of payment specified in that Statement of Account; “Personal Line of Credit” refers to the loan, credit and/or banking facility or accommodation referred to in the relevant Application Form and which is granted or made available by the Bank to the Account Holder on and subject to the terms and conditions contained therein, these Terms and Conditions Governing Personal Line of Credit Accounts and any other such terms and conditions as the Bank may decide at its sole discretion; and

“Statement of Account” refers to the Bank’s monthly or periodic statement showing the amount due to the Bank on the Account.

Unless the context requires otherwise:-

- a. words denoting the singular number shall include the plural and vice versa; and
- b. words denoting the masculine gender shall where the context so admits include all genders. The headings to the clauses have been inserted for guidance only and shall not deemed to form any part of the context or be taken into consideration in the interpretation of the terms and conditions herein.

## TERMS AND CONDITIONS GOVERNING GROUP CREDITORS' LIFE INSURANCE

The terms and conditions contained herein are subject to review by the Bank and other changes from time to time. Any amendments so made shall supersede the terms and conditions stipulated below.

### 1. INSURED PERSON

Each Account Holder who is below the age of 65 ("Insured Person") is required to be insured under the Bank's Group Creditors' Life Insurance ("Insurance").

### 2. INSURANCE COVER

2.1 The insurance cover must remain effective for as long as the Account remains open. The insurance cover will be used towards payment of the monies owing under the Account in the event of death or total and permanent disablement of the Account Holder. Subject to these Terms and Conditions and the terms and conditions pertaining to the Insurance (both as may be amended or supplemented by the Bank from time to time), compensation will be payable under the Insurance policy in the event of the Death or Total and Permanent Disablement of the Insured Person.

2.2 Notwithstanding the insurance cover, the Insured Person shall at all times remain fully liable to the Bank for all monies outstanding under the Account, the Personal Line of Credit and these Terms and Conditions Governing Personal Line of Credit Accounts including but not limited to such event(s) where the insurance cover shall be insufficient to pay and satisfy the monies owing in respect of the Account, the Personal Line of Credit and these Terms and Conditions Governing Personal Line of Credit Accounts or otherwise rendered irrecoverable for any reason whatsoever.

### 3. INSURANCE AMOUNT

The Insured Person(s) under the Account shall, at all times, be insured for an amount which is equivalent to the total outstanding due under the Account or up to S\$100,000 plus any accrued interest owed to the Bank, whichever is the lower.

### 4. COMPENSATION

4.1 Subject to Clause 4.2, the following basis of compensation shall apply in the event of Death or Total and Permanent Disablement of the Insured Person:-

- a. If the surviving and/or non-disabled Insured Person(s)' combined monthly income is 50% or less than all the Insured Persons' total monthly income, 100% of the outstanding due to the Bank under the Account will be payable.
- b. If the surviving and/or non-disabled Insured Person(s)' combined monthly income is more than 50% of all the Insured Person's total monthly income, 50% of the outstanding due to the Bank under the Account will be payable

4.2 Regardless of the number of Insured Persons under each Account, the maximum amount payable under the Insurance policy/policies for each Account shall be limited in aggregate to 100% of the total outstanding due to the Bank or up to S\$100,000 plus any accrued interest owing to the Bank, whichever is the lower.

### 5. EXCLUSION

No compensation will be payable if the Insured Person commits suicide, while sane or insane, within one year from the effective date of his insurance coverage.

## 6. CLAIMS NOTIFICATION AND PAYMENT

- a. Written notice must be given to the Bank within 90 days from the date when any claim under the Insurance policy arises.
- b. All certificates information and evidence in relation to the claims under the Insurance policy must be provided at the Insured Person's or the claimant's own expense.
- c. All compensation shall be payable to the Bank.

## 7. THIRD PARTY RIGHTS

A person who is not a party to any agreement governed by these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these Terms and Conditions.

## 8. APPLICATION AND INTERPRETATION

- a. Clauses 18 (Amendment(s), 19 (Notices), and 22 (Governing Law) in the Terms and Conditions Governing Personal Line of Credit Accounts shall apply to these Terms and Conditions Governing Group Creditors' Life Insurance mutatis mutandis and references therein to the "terms and conditions herein" and "Terms and Conditions Governing Personal Line of Credit Accounts" shall be read and construed as references to these Terms and Conditions Governing Group Creditors' Life Insurance.
- b. Unless the context requires otherwise, expressions defined in the Terms and Conditions Governing Personal Line of Credit Accounts shall have the same meanings herein.
- c. Where two or more persons are included in the expression "Insured Person" all covenants, terms and conditions herein shall be deemed to be binding on and applicable to them jointly and severally.

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