

## PLUS! DEBIT CARD MEMBERS AGREEMENT

Plus! U is a collaboration amongst NTUC FairPrice Co-operative Limited, Link Loyalty Services Pte Ltd and Oversea-Chinese Banking Corporation Limited. All banking products and services, unless otherwise stated, are provided by Oversea-Chinese Banking Corporation Limited for Plus! U.

This Agreement contains the terms and conditions applicable to your Card(s) and your Card Account. 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, "you" and "your" means the person named on the Card. The words "we", "our" and "us" refers to Oversea-Chinese Banking Corporation Limited and its successors and assigns.

### 1. DEFINITIONS

In this Agreement, :-

**"Card"**

means any card bearing the name VISA or MasterCard (or such other card association as we may determine) and/or the service mark of VISA or MasterCard (or of such other card association as we may determine) issued by us pursuant to this Agreement and any substitution, replacements or renewals.

**"Card Account"**

means the account designated and maintained by us for the purpose of this Agreement, which includes without limitation, a Plus! savings account.

**"Card Transaction"**

means any transaction done using the Card.

**"Card Withdrawal"**

means cash withdrawn (if permitted by us at our discretion) at the counters of banks and financial institutions in Singapore or elsewhere and/or at automated teller machines of banks and financial institutions in Singapore or elsewhere and/or at the Visa/Mastercard Global ATM Network (or of such other card association as we may determine) and other networks accepting the Card in Singapore or elsewhere.

**"Specified Address"**

means any of your addresses stated in the application for the Card and any other address which you may notify us and any other address which we may obtain from reliable sources as determined by us.

### 2. USE OF CARD AND PIN

#### 2.1 RECEIPT OF CARD/PIN

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. When you receive your Card, you should sign the Card and comply with such Card activation procedures as may be prescribed by us. By doing so, you will be bound by the terms and conditions of this Agreement.

#### 2.2 CARD AND PIN FACILITIES

You may use your Card for making authorised purchases. No other person is allowed to use the card and/or PIN to make any transactions. We may determine at our sole discretion the facilities that you may utilise using your PIN. Should we decide to, we may also modify, suspend or terminate the availability of such facilities without notice.

#### 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, in which case you shall cut and return the Card, immediately to us.

#### 2.4 CARD AND PIN TERMS OF USE

The use of any Card or PIN 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 (or such other card association as appropriate) as well as to the terms and conditions imposed by us.

#### 2.5 LAWFUL USE OF THE CARD AND PIN

You shall not use the Card or PIN (whether for payment or otherwise) for any transaction or activity which is illegal or prohibited under the law of the country in which such transaction or activity takes place or the law of your country of residence.

### 3. CARD ACCOUNT AND CARD TRANSACTIONS

#### 3.1 LIABILITY FOR TRANSACTIONS

You shall be fully liable and responsible for all Card Transactions done using the Card, whether or not executed with your knowledge or authority and whether or not the available credit balance applicable to the Card Account shall have been exceeded.

#### 3.2 HOLD ON CARD ACCOUNT

We may set aside or place a hold on your Card Account in respect of any transaction on the day such transaction is presented to us for payment or on the day we receive notice of such transaction. Such an amount set aside or held is only an estimated sum of the actual transaction and may not be identical to the actual transaction. Should we set aside or hold any amount, the balance in your Card Account shall be reduced by such amounts that we set aside. You may not stop payment on such transaction nor use any sum set aside or held by us. Where applicable, we may set aside or hold such sums for such period(s) as we deem fit after which we shall debit your Card Account for the full amount of the actual transaction. We shall have the right to increase at any time the amount that we would hold in respect of any Card Transaction which is denominated in a currency other than Singapore dollars if we are of the view that the amount initially held when converted into foreign currency would not be sufficient to pay that Card Transaction in full.

#### 3.3 CHARGES TO CARD ACCOUNT

Subject to Clause 6.3 below, we may debit the relevant Card Account (whether before or after the termination of the use of any or all Cards) the amount of each Card Transaction made, whether by you or any other person (whether with or without your knowledge or authority).

### 4. OPERATING YOUR CARD ACCOUNT

#### 4.1 DEBITING OF CARD ACCOUNT

We may debit your Card Account with the amount of all Card Transactions. In addition, we may debit your Card Account for unauthorised transactions referred to in Clause 6.3 below. We shall re-credit your Card Account with a corresponding amount where we had previously debited your Card Account for any card transaction for which you are not liable.

#### 4.2 OVERDRAWN CARD ACCOUNT

We may at our discretion allow your Card Account to be overdrawn. We may charge an overdraft charge based on the amount of the overdrawn balance existing at any time on your Card Account. We may debit the overdraft charge to your Card Account monthly or at such other intervals as we may determine. You shall on demand pay such amount overdrawn, together with such charges as may be prescribed by us from time to time. Under no circumstances shall this be construed as the granting of any credit facilities to you.

#### 4.3 RETENTION OF CARD ACCOUNT BALANCES

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

### 5. CHARGES AND FEES

#### 5.1 CASH WITHDRAWAL FEE

Cash Withdrawals (if permitted by us at our discretion) may be obtained at counters and automated teller machines of banks and financial institutions in and outside Singapore which accept the Card, up to such limit as may be determined by such banks or financial institutions from time to time. We may debit your Card Account with a fee stated in our pricing guide for each Cash Withdrawal. We may choose to waive such fee without giving notice.

## 5.2 OTHER CHARGES

In addition to the above, we may also debit your Card Account where applicable for the following charges (unless specifically waived by us) stated in our pricing guide including but not limited to:

- an annual fee or a non-refundable service fee for the maintenance of your Card and/or Card Account;
- an administrative fee for production of documents and an administrative fee for any replacement card or documents relating to your card;
- a cancellation fee for "no show reservations" and a charge for cancelling or failing to fulfill an airline or hotel reservation secured through your Card; and
- a service charge/administration fee 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.

## 5.3 GOODS AND SERVICES TAX

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

## 5.4 CHARGES RESULTING IN OVERDRAWN ACCOUNT

We shall be entitled to debit your Card Account in respect of any sum owed by you to us (whether incurred as Card Transactions, fees, charges or otherwise) even if your Card Account would be overdrawn as a consequence.

## 6. LOSS/THEFT/MISUSE OF CARD/DISCLOSURE OF PIN

### 6.1 DUTY TO PREVENT LOSS/THEFT/FRAUD

You must keep your Card secure and ensure that your Card and Card Account number and PIN are not disclosed to any other person.

### 6.2 DUTY TO NOTIFY US

Should you discover that your Card is lost, stolen or used in an unauthorised way (or the security of your PIN has been compromised), you shall notify us by calling our Customer Service Hotline or by notifying us in writing. In certain circumstances, we may also require you to make a police report accompanied by written confirmation of the loss/theft/misuse/disclosure and any other information that we may require.

### 6.3 LIABILITY FOR LOST/STOLEN CARDS

You shall not be liable for any transactions carried out after we have been notified of the loss/theft/disclosure. However we shall debit the relevant Card Account for all Card Transactions (including Cash Withdrawals) carried out before we are notified of the loss/theft/disclosure, even if such transactions were carried out without your authorisation.

### 6.4 CARD RETRIEVED

Once the Card has been reported as lost or stolen, it must not be used if subsequently retrieved. You shall cut the retrieved Card into pieces and return it to us. You shall be responsible for any loss or damage if you fail to do so.

### 6.5 REPLACEMENT CARD

We may at our discretion issue a replacement Card upon such terms and conditions as we may deem fit.

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

### 7.1 OUR RIGHT TO TERMINATE

We may suspend or terminate your Card and/or Card Account(s) at any time without having to give any reasons or notice.

### 7.2 YOUR RIGHT TO TERMINATE

You may terminate your Card Account(s) at any time by giving us written notice.

### 7.3 OBLIGATIONS UPON TERMINATION

Upon the termination of your Card Account(s) for whatever reason, you shall discontinue use of your Card(s) and you shall return the Card to us cut in pieces. Your obligations under this Agreement will continue and we shall be entitled to debit your Card Account for overdraft charges as well as Card Transactions that are carried out before or after the termination of your Card Account. Until such transactions and any overdraft charges that may be imposed in the manner stipulated in Clause 4.2 above are paid in full, you (and any other person, if any, in whose name the Card Account is maintained) shall remain liable to us.

## 8. YOUR LIABILITY

You must pay us on demand the outstanding balances 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).

## 9. EXCLUSIONS AND EXCEPTIONS

### 9.1 CARD AND PIN

We are not liable in any way:

- should your Card or PIN 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;
- for any malfunction, defect or error in any terminal used to process Card Transactions, or of other machines or system 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;
- 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, civil disturbance or any event outside our control or the control of any of our servants, agents or contractors;
- 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; and
- (i) for any loss, theft, use or misuse of the Card or disclosure of your PIN and/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 the Card or your use of the Card;
- 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; and/or
- 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.

### 9.2 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.

## 10. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES

### 10.1 CONCLUSIVE EVIDENCE

Our records (including electronic, computer and microfilm stored records) of all matters relating to the Card, 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.

### 10.2 SIGNATURE CONCLUSIVE

We shall be entitled to rely upon and to treat any document relating to any Card Transaction with your signature as conclusive evidence of the fact that the Card Transaction as stated or recorded was authorised and properly made by you.

### 10.3 STATEMENTS

We will send or make available a Card Account Statement to you on a monthly or other periodic basis. The Card Account Statement shall be conclusive evidence of the state of the Card Account between us. Any error or inaccuracy in any Card Account Statement shall be notified in writing to us within 7 days from the date when such statement shall have been received, made available or deemed received by you. Each Card Account Statement shall constitute conclusive evidence that every Card Transaction stated has been effected by the Cardmember and every charge

stated and every amount debited has been validly and properly incurred or debited in the amount stated save for such error or inaccuracy which you had notified us in writing within the time prescribed.

## **11. AMENDMENTS**

### **11.1 AMENDMENTS TO THE AGREEMENT**

We may at any time at our absolute discretion, upon written notice, change any terms and conditions in this Agreement. Such change(s) shall take effect from the date stated in the notice, which shall be no less than 30 days from the date of the notice. If you do not accept such change(s), you shall 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 or if any monies remain outstanding under your Card Account after such notification, you shall be deemed to have agreed and accepted such change(s).

### **11.2 RIGHT TO ADD / VARY CHARGES AND FEES**

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

### **11.3 NOTIFICATION OF CHANGES**

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

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

## **12. DISCLOSURE OF INFORMATION**

### **12.1 PARTIES TO WHOM DISCLOSURE MAY BE MADE**

You consent for us to, whether before or after termination of the Card Account, disclose any information relating to you or your Card Transaction or Card Account ("Information") to (i) any third party as we may deem fit in our absolute discretion, including but not limited to our subsidiaries, branches, agents, correspondents, agencies or representative offices, (ii) any person authorised by you to operate the Card Account, (iii) any merchant, bank or financial institution, (iv) any credit bureau and for such credit bureau to disclose the Information to third party or parties, including but not limited to its member banks or financial institutions, (v) any government agency, statutory board or authority in Singapore or elsewhere, and (vi) any other person to whom we consider in our interest to make such disclosure.

### **12.2 CREDIT BUREAU**

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

- us to obtain information relating to you from any credit bureau and consent to such credit bureau disclosing information about you to us, and
- the credit bureau to disclose information about you obtained from us to its members or subscribers.

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

### **12.3 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.

### **12.4 ADDITIONAL RIGHTS**

Our rights in this Clause shall be in addition and without prejudice to any other rights under the Banking Act, Chapter 19 of Singapore or any other statutory provision and in law and nothing in this Agreement shall be construed as limiting any of these other rights.

### **12.5 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 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 have read and understood.

## **13. SET OFF AND CONSOLIDATION**

### **13.1 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 whether or not the use of the Card or the Card Account has not been terminated.

### **13.2 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.

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

Any Card (whether issued pursuant to an application or issued in renewal or replacement or any Card) and all Billing Statements, notices (including notification of any PIN assigned to you or any Card and of any amendments to this Agreement) or demands from us or any document relating to or by which any legal proceedings against you is commenced by us may be sent to or served on you by leaving it at or by posting it to or dispatching it by facsimile transmission, electronic mail or through the Internet to the your Specified Address. Any such Card, statement, notice, demand or document so left at or sent or despatched to you shall be effective and deemed to have been received by you:

- when it is left at the Specified Address;
- on the day immediately following the date of despatch, if post; or
- immediately on despatch if sent by facsimile transmission, electronic mail or through the Internet, regardless of whether it is received by you or it is returned undelivered.

## **15. MISCELLANEOUS**

### **15.1 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:-

- breach of any provision of this Agreement on your part; and/or
- 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
- any change in any law, regulation or official directive which may have an effect on this Agreement.

### **15.2 REFERENCES TO SINGAPORE DOLLARS**

All references to dollars and "\$" in this Agreement shall mean Singapore Dollars. If the billing currency in your Card Account(s) is not in Singapore Dollars, we may convert any amounts in such Card Account(s) into Singapore Dollars at such rates of exchange as we may determine.

### **15.3 INSTRUCTIONS FROM YOU**

Any requests or instructions to us shall be in writing and shall be signed by you provided that we may, but shall not be obliged to, accept and act on any instructions or requests by telex, facsimile transmission or by telephone which we believe have been given or authorised by you. If such instruction or request was not given or authorised by you and if any fraud exists, we shall not be liable for any loss or damage suffered as a result of our acting on or acceding to any such instructions or requests.

### **15.4 CHANGE OF PARTICULARS**

You shall notify us in writing (or, in such other mode(s) and/or methods agreed by us from time to time) of any change in your particulars.

## 15.5 OUR ACCEPTANCE OF INSTRUCTIONS FOR PERIODIC PAYMENTS

Our acceptance or approval of any instruction or arrangement for monthly or periodic payment of any charge by monthly or periodic deduction made on any Card Account or in respect of any monthly or periodic Card Transaction or the execution by us of any such deduction in respect of any month or period shall not impose upon us, any obligation to continue to make such deduction in each and every month or period.

## 15.6 DELAY OR FAILURE TO EXERCISE RIGHTS

Any delay or failure by us in exercising our rights and/ or remedies under this Agreement does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

## 15.7 PROVISIONS OF CARD ACCOUNT TO PREVAIL/CUMULATIVE REMEDIES

The provisions of this Agreement shall supplement and not replace the provisions of any agreement you may have with respect to any Card Account, any other agreement(s) between us and you or any of our rights arising under any such agreement(s). In the event of inconsistency, this Agreement shall prevail with respect to the use of the Card. The remedies under this Agreement are cumulative and are not exclusive of the remedies provided under the law.

## 15.8 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES

We may provide 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 Card (the "Programme"). Such additional services where provided, do not form part of our legal relationship with you. Those additional services, benefits or programmes may be subject to their own terms and conditions.

## 15.9 AMENDMENTS TO PROGRAMME

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

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

## 15.10 ARRANGEMENTS WITH FINANCIAL INSTITUTIONS

Upon any arrangement made between you and any financial institution, a 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, 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 or availed to you.

## 15.11 DELAY OR FAILURE TO EXERCISE RIGHTS

Any delay or failure by us in exercising our rights and/or remedies under this Agreement does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

## 15.12 GOVERNING LAW

This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore. This Agreement shall be governed by the laws of Singapore. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party is not required to vary, release or compromise any liability or terminate any of the terms of this Agreement.

## 15.13 OTHER VERSIONS OF THIS AGREEMENT

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

## 16. PLUS! ALERT NOTIFICATION SERVICE

16.1 We at our discretions may provide the Plus! Alert Notification Service (which includes, without limitation, the Plus! 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.

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

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

16.4 We may contract with one or more third parties to provide, maintain or host the Plus! Alert Notification Service. You acknowledge that, in providing the Plus! Alert Notification Service, we shall 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.

16.5 A notification under the Plus! 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 Plus! Alert Notification Service, regardless of whether such notification is actually received by you. We do not guarantee receipt of any notification under the Plus! Alert Notification Service by you and you understand and agree that your use of the Plus! Alert Notification Service is at your own risk.

16.6 You shall notify us immediately of any change in your contact particulars designated by you for the purposes of the Plus! 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.

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

16.8 All notifications under the Plus! 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.

16.9 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 Plus! Alert Notification Service; (b) any inaccurate or incomplete content in a notification under the Plus! Alert Notification Service; or (c) the reliance by you on or use of the information provided in a notification under the Plus! Alert Notification Service for any purpose.

## 17. FATCA POLICY

Our Foreign Account Tax Compliance Act (FATCA) Policy (the "FATCA Policy") forms part of this Agreement and shall be binding on you. You agree to comply with and adhere to the FATCA Policy, which is accessible at [www.ocbc.com/policies](http://www.ocbc.com/policies) or available on request. You should therefore read the FATCA Policy together with this Agreement. This Agreement is subject to the FATCA Policy. Should there be any conflict or inconsistency between any of the contents of the FATCA Policy and this Agreement, the contents of the FATCA Policy shall prevail.