

TERMS AND CONDITIONS FOR
ANZ DEBIT CARD

1. INTERPRETATION

- 1.1 This Section shall also be known as the Bank's "Terms and Conditions for ANZ Debit Card".
- 1.2 This Section contains the terms and conditions applicable to your ANZ debit card and your Account. Please read them carefully before you sign on or use the Card.
- 1.3 Unless otherwise defined in this Section, terms and references defined or construed in the ANZ Private Bank Terms and Conditions shall have the same meaning and construction in this Section.
- 1.4 The words "use", "using" or "use of" any Card means use of the physical Card or any detail of the Card including but not limited to the Card number and expiry date of the Card or use via such other permitted means or channels as we may designate or allow from time to time.
- 1.5 The words "you", "your" and "Accountholder" means the person named on the Card and the words "we", "our" and "us" refer to Australia and New Zealand Banking Group Limited, Singapore branch and its successors and assigns.
- 1.6 In this Section, unless the context otherwise requires:

"Account" means your designated account with us through which Card Transactions are settled;

"Account Statement" means a statement from us of the amounts charged or debited and/or paid to the Account and such statement may be in paper or electronic form;

"ATM" means an automated teller machine installed by or belonging to us or any member bank of the Cirrus/MasterCard/ Visa/PLUS networks or any other electronic fund transfer system other than Cirrus/MasterCard/ Visa/PLUS or any devices or terminals for effecting payment or transfer of funds by electronic means notified by us to you from time to time;

"ATM Limit" means the maximum permissible limit prescribed by us for all cash withdrawals and/or any other Transaction which you may effect through an ATM in any one day;

"Available Balance" means, in relation to any Account, the aggregate of (i) the balance in such Account in your favour of immediately available and freely transferable funds; and (ii) where we have granted you an overdraft facility or line of credit in respect of such Account, the limit of such overdraft facility or line of credit notified by us to you less the total amount payable by you to us with respect to such overdraft facility or line of credit;

"Card" means a debit card bearing the name Visa or MasterCard and/or the service mark of Visa or MasterCard issued by us pursuant to these terms and conditions which enables you to conduct ATM transactions and/or Card Transactions and any substitution, replacements or renewals thereof;

"Card-Not-Present Transaction" means a transaction effected in a merchant environment where the Accountholder and the Card are not physically present at the time of usage. Typical Card-Not- Present Transactions include but are not limited to internet-based transactions, mail, telephone or facsimile orders or reservations or recurring payments;

"Card Transaction" means any type of transaction effected by using the Card, Account or PIN (and shall include any Cash Withdrawal and Cash Advance);

"Cash Advance" means a disbursement of funds in any currency or form using the Card or the Account number and/or Card Transaction and excludes any Cash Withdrawal or Cash Back;

"Cash Back" means the funds dispensed by the Merchant subject to the effecting of a simultaneous point of sale transaction;

"Cash Rebate" means the funds that are credited into the Account as part of a rewards programme in respect of the use of the Card;

"Cash Withdrawal" means a disbursement of funds in any currency from any Account out of the balance (where such balance is not or will not result in an Overdrawn Balance and whether or not in the form of cash) made or obtained through or in connection with any Card;

“Electronic Services” means any banking and other services or facilities which we may make available to you from time to time and offered via electronic means, including any card, electronic computerised or telecommunication devices or modes of operating accounts in or outside Singapore, and where the context requires, also means any PIN and/or Card used to access Electronic Services;

“Merchant” means any person, firm or corporation which enters into an agreement with the bank, or any member or licensee of Visa or Mastercard, or any other electronic service provider relating to the use and/or acceptance of a Card in payment to such person whether for goods, services or charges provided or incurred;

“Overdrawn Balance” in relation to any Account means any negative balance in the Account, or where we have granted you an overdraft facility or line of credit in respect of the Account, the balance in the Account in our favour less the limit which we have notified to you of such overdraft facility or line of credit;

“PIN” means any personal identification number issued by us to allow you to use your Card at an ATM, at a point of sale terminal for Cash Back and/or access of Electronic Services;

“Spending Limit” means the maximum daily limit prescribed by us in respect of your Card Transactions; and

“Visa” means Visa Inc. and their successors and assigns.

2. USE OF THE CARD/PIN

- 2.1 Upon our acceptance and approval of your application for a Card, we shall send you a Card and a PIN to be used in conjunction with your Card to your address registered in our records. Upon receipt of your Card, you should sign on the Card immediately. You shall not disclose the PIN to any other person and should change the PIN from time to time for security reasons. The Card and any replacement or renewal card must be activated in accordance with any activation procedure notified to you from time to time. We are not liable for any loss or damage which you may suffer if you fail to receive the Card and/or the PIN.
- 2.2 The Card is not transferable and may only be used to effect transactions during the validity period by the person to whom we issue the Card and whose name is embossed on the Card. No other person is allowed to use the Card and/or PIN to make any Card Transactions. The services, functions and facilities available through the use of the PIN of 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 PIN of any Card or suspend or terminate the availability of any or all of such services, functions and facilities.
- 2.3 The Card shall remain our property at all times. You shall not transfer or otherwise part with the control, custody or possession of the Card. We may at our reasonable discretion request for the Card to be returned at any time, whereupon you shall return the Card immediately to us.
- 2.4 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 or MasterCard from time to time as well as to the terms and conditions imposed by us from time to time in relation to electronic services, facilities and Card Transactions. Cash Withdrawals and Cash Advances shall be subject to such terms and conditions as may be imposed by us from time to time.
- 2.5 You shall not use the Card or PIN (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.
- 2.6 If a PIN is issued to you for use with your Card at any ATM:
 - (a) then the Card can be used on any ATM. The Card shall only and exclusively be used by you and is not transferable; and
 - (b) when you use the Card or the PIN at any ATM to effect Card Transactions which could also be effected by the use of an ATM card, the Card is treated as an ATM card for such purpose and the terms and conditions in respect of the use of an ATM card then prevailing will govern all such Card Transactions so effected as may be appropriate and relevant.

- 2.7 For Joint Accounts that may be operated by the signature of any one of the Accountholders, a separate Card and PIN will be issued to each Accountholder. However, each and every one of the Accountholders shall be jointly and severally responsible for all transactions involving the use of the Card so issued. In the case of Joint Accounts requiring the signatures of two or more account holders, such Accountholders may not be eligible for the issuance of a Card in respect of such Joint Account. Such Accountholders as well as Accounts opened by non-individuals may be issued with a card with enquiry-only functionality. For Accounts opened by sole proprietors where a Card is issued, the sole proprietor shall be responsible for all transactions involving the use of the Card so issued.
- 2.8 You irrevocably authorise us to directly debit from the relevant Account the amount of any Card Transaction, whether or not made with your knowledge or authority.
- 2.9 (a) Your Card may be used to carry out Card Transactions (including Cash Withdrawals, and where we have given our prior approval, Cash Advances and/or any purchase of goods and services at a point of sale terminal whether requiring a signature or not), and for such other purpose as may be specified by us and communicated to you from time to time. Depending on the merchant, you may also be able to obtain a Cash Back when you make a purchase.
- (b) We may, from time to time, offer Cash Rebate on certain transactions carried out in the Account. We reserve the right to debit any account with us (without notice to you) with the amount we credited to your Account in connection with the Cash Rebate if the said transactions are cancelled, voided or reversed for any reason. Upon termination of the Account for any reason whatsoever, Cash Rebates which are not credited to the Account as of the termination date, will be automatically forfeited. We reserve the right to modify, change or terminate the terms and conditions applicable to the Cash Rebate at any time.
- (c) You may use your card to effect Card Transactions at contactless readers (including but not limited to Visa payWave readers). In this regard you acknowledge the ease of which unauthorised contactless transactions may be carried out at contactless readers especially as no signatures are required and hence you accept the risks associated. In addition, you undertake to be liable for all contactless transactions incurred at such contactless readers and posted to the Account regardless of whether or not such contactless transactions were properly authorised by you.
- (d) Where your Card has Visa or MasterCard Card Transactions functionality, you acknowledge and accept that if you choose to make a Card Transaction payment via the Visa or MasterCard network, you will be bound by the Visa or MasterCard rules governing such transactions including but not limited to rules governing chargeback and dispute resolution. You further acknowledge and accept that the privileges, rewards and/or services would differ depending on whether you choose to make a Card Transaction payment via the Visa or MasterCard network.
- (e) If you have opted for a Card which has a zero point of sale limit, you may use such Card to obtain Cash Withdrawals only.
- 2.10 (a) If you use your Card to purchase goods or services by installments or to make payments on a recurring basis, you thereby authorise us to pay such installments for you as they become due and debit the amount paid by us from the Account or any other account.
- (b) If your right to use your Card is suspended or the Account is closed, we may at our option and without prejudice to any of our rights and remedies, stop paying any installments for you, or debit the aggregate sum of the remaining installments to the Account or any other account or require you to pay the same forthwith. Where your Card is replaced or renewed with a different card number or the Account is closed, any recurring/installment payments received for payment with the previous Card details (prior to replacement card or renewal card being issued) will not be paid.
- (c) You also agree to be bound by any other specific terms and conditions governing such recurring/instalment payment. In the event of conflict, such specific terms and conditions are to prevail over the provisions of this Clause but only to the extent necessary to give full effect to those terms and conditions.

3. LIMITS

- 3.1 We may set a Spending Limit in relation to your Account, which we may vary without notice. We may set different Spending Limits for signature-based Card Transactions, PIN-based Card Transactions and Card-Not-Present transactions.
- 3.2 We may set an ATM Limit in relation to your Account, which we may vary without notice. You must not use or attempt to use your Card to effect any Cash Withdrawal or any other transactions if the ATM Limit or available balance would be exceeded.
- 3.3 Each Card Transaction effected at Visa payWave readers or any other contactless reader shall not exceed S\$100 or such other limit set by Visa, MasterCard or any other card association.
- 3.4 We may set aside or place a hold on your Account in respect of any Card Transaction on the day such Card Transaction is presented to us for payment or on the day we receive notice of such Card Transaction. Such an amount set aside or held is only an estimated sum of the actual Card Transaction and may not be identical to the actual Card 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. Should we set aside or hold any amount, the available balance in your Account shall be reduced by such amounts that we set aside. You may not stop payment on such Card Transaction nor use any sum set aside or held by us. Where applicable, we may set aside or hold such sums for up to 30 days after which we shall debit your Account for the full amount of the actual Card Transaction.
- 3.5 You may effect a Card Transaction only if there are sufficient funds in your Account to cover such transactions and the total charges incurred under your Account shall not exceed the Spending Limit that we have set for your Account. You shall not effect or attempt to effect any Card Transaction that would result in your Spending Limit being exceeded. We may also refuse to authorise any transaction that you wish to effect even if such transaction would not cause your Spending Limit to be exceeded.
- 3.6 We may in our discretion and without giving prior notice approve, authorise or allow any Card Transaction to be effected during any period even though such Card Transaction would result in your Account being overdrawn and/or Spending Limit being exceeded as a consequence. Our determination on whether your Spending Limit has been exceeded shall be conclusive and binding on you.

4. LOSS/THEFT OF CARD/DISCLOSURE OF PIN

- 4.1 You must keep your Card secure and ensure that your Card number and PIN are not disclosed to any other person.
- 4.2 Should you discover that your Card is lost, stolen or used in an unauthorised way, you shall notify us of the loss/theft or unauthorised use 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.
- 4.3 If your Card is lost or stolen or if the PIN is disclosed, you shall not be liable for Card Transactions carried out following such loss/theft/disclosure until we have been notified of the same, provided:
 - (a) you immediately notify us;
 - (b) you assist in the recovery of any monies and/or goods any third party may have wrongfully been enriched by and/or acquired as a result of such loss/theft/disclosure and pay the same to us immediately;
 - (c) you furnish to us a statutory declaration in such form as we may specify or a police report and any other information or assistance we may require;
 - (d) we are satisfied that such loss, theft or disclosure is not due to your negligence, fraud or default; and
 - (e) your Card was not used as an ATM card in the disputed Card Transactions.

You shall not be liable for any Card Transactions carried out after we have been notified of the loss/ theft/ disclosure. However we shall debit the relevant Account for all disputed Card Transactions carried out before we are notified of the loss/theft/ disclosure unless conditions (a) to (e) above are satisfied.

- 4.4 Once the 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. Any Card that is thrown away must be cut into pieces. You shall be liable for any loss or damage arising from any failure to do so.
- 4.5 We may at our discretion issue a replacement Card or a new PIN 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 fee shall be debited to the Account and is not refundable.

5. OPERATING YOUR ACCOUNT

- 5.1 We may charge and debit the relevant 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, whether by you or any other person (whether with or without your knowledge or authority) and you shall be liable therefor. Transactions effected using your Card will be included in your Account Statement. You should retain all transaction records to enable you to verify transactions and check these transactions for accuracy as soon as you receive your Account Statement. You must report any mistakes or unauthorised transactions to us as soon as possible and in accordance with Clause 9.3.
- 5.2 If for any reason there is an Overdrawn Balance in any Account, whether as a result of any Card Transaction, Cash Withdrawal and/ or Cash Advance and whether with or without our consent, you must immediately pay us the amount of the Overdrawn Balance in such manner as we may in our reasonable discretion direct and communicate to you. Under no circumstances shall this be construed as the granting of any credit facilities to you.
- 5.3 Should we approve any request by you to designate another account in place of your existing Account for the purposes of this Section, the Account nominated by you shall become the designated Account. The change shall take effect as soon as reasonably practicable. Until and unless we have approved the change of your Account, these terms and conditions shall continue to apply to any Card Transactions for

6. CHARGES, FEES AND CURRENCY CONVERSIONS

- 6.1 You agree to pay any interest, charges and fees at such rates and amounts and on such basis as we may at our reasonable discretion prescribe from time to time in connection with the issuance and/or use of your Card. All fees referred to above shall not in any event be refundable. We may debit to your Account the amount of all fees, charges, taxes and other amounts payable by you in connection with these terms and condition.
- 6.2 We may at our discretion vary the rate or amount of any charge or fee payable under these terms and conditions. The changes shall take effect on the date specified in the notice. Should you continue to keep or use the Card after the specified date, you shall be considered to have accepted the changes.
- 6.3 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 these terms and conditions. We may debit the amount of such tax to your Account.
- 6.4 We shall be entitled to debit your Account or any other account you maintain with us in respect of any sum owed by you to us (whether incurred as Card Transactions, fees, charges or otherwise) even if your Account would be overdrawn as a consequence.
- 6.5 If any payment has been made by us as a result of your use or purported use of Electronic Services:
 - (a) and the Account was consequently debited, but the debit was reversed in error or the Account was not debited at all; or

- (b) after any payment instruction was given on the Account but before such payment instruction has been honoured,

then we shall be entitled to correct the Account by (i) debiting the Account with the amount paid by us; or (ii) by dishonouring or returning cheques or other instruments and reversing the payment instruction, if there are insufficient funds available in the Account, as the case may be.

- 6.6 (a) Card Transactions effected in currencies other than Singapore dollars ("Cross-border Transactions") will be debited to your Account after conversion into Singapore dollars at an exchange rate determined by MasterCard or Visa. This exchange rate is applied on the date the Card Transaction is posted to the Account and may be different from the rate in effect on the date of the Card Transaction. Cross-border Transactions shall also include Card Transactions effected in Singapore dollars with merchants whose card transactions are processed outside of Singapore.
- (b) All Cross-border Transactions processed by Visa will be subject to a fee of 2.5% on the Singapore dollar amount, comprising our fee of 1.5% as well as a 1% fee imposed by Visa on us.
- (c) Notwithstanding Clause 6.6(a), if your Card Transaction has been converted into Singapore dollars via dynamic currency conversion or cardholder preferred currency offered at certain overseas ATMs and merchants, you acknowledge that the process of conversion and the exchange rates applied will be determined by the relevant ATM operator, merchant, dynamic currency conversion service provider or cardholder preferred currency service provider, as the case may be. In addition, all conversions processed by Visa will be subject to a fee of 2.5% on the Singapore dollar amount, comprising our fee of 1.5% as well as a 1% fee imposed by Visa on us.
- 6.7 Where a Card Transaction is debited to an Account which is not denominated in Singapore dollars, we shall convert the Singapore dollar amount of the Card Transaction to match that Account's currency by applying our prevailing foreign exchange rates.
- 6.8 We will credit any Account with any refund in respect of any Card Transaction or any payment or other credit due to you at such time as we may determine after our receipt of the amount of such refund, payment or credit in Singapore. If such refund, payment or credit is received in a currency other than Singapore dollars, we will convert it to Singapore dollars at such time and rate of exchange as we may in our reasonable discretion adopt. You must bear all exchange risks, reasonably incurred losses, commission, fees and charges which may thereby arise.
- 6.9 If you wish to use the Card outside Singapore to make ATM cash withdrawals, conduct other transactions, or obtain other services at an ATM, you would need to enroll in advance to perform such overseas ATM transactions on the Card. Any Cash Withdrawal and/or Cash Advance made with your Card outside Singapore constitutes a payment by us to you and a remittance to the country where the Cash Withdrawal and/or Cash Advance is effected. Your right to effect any Cash Withdrawal and/or Cash Advance outside Singapore is subject to the laws and regulations of Singapore and that of the country in which the Cash Withdrawal and/or Cash Advance is effected or proposed to be effected (including without limitation, any exchange controls, regulations or limitations prevailing in such country). In any event, you shall fully compensate us for all exchange risks, reasonably incurred losses, communications and other fees and charges which may thereby be reasonably incurred.

7. TERMINATION OF USE OF CARD AND ACCOUNT

- 7.1 The use of your Card shall be immediately terminated if all Accounts are closed for any reason whatsoever. Your Card may not be used to effect any Card Transaction once the designated Account is closed, even if your other accounts remain in force. We may in our reasonable discretion suspend or terminate your Card and/or Account, or usage of Electronic Services at any time without liability and without furnishing any reason therefor. We further reserve the right to terminate your Card and/or Account immediately if you fail to provide us with any information we may request under these terms and conditions; or if required by law, a regulatory body, revenue authority or government agency (whether local or foreign).

- 7.2 You may terminate your Account or Card at any time by giving us written notice.
- 7.3 Upon termination of your Account and/or your Card for whatever reason, you will not use or attempt to use the PIN and/or Card. For security reasons, please cut the Card into half and dispose of it immediately. There will be no refund of any fees payable upon the termination of the Card for any reason. Notwithstanding such termination, any use of the Card or the PIN of a Card (whether or not by you) shall be deemed to be use of the Card or the PIN by you and you shall be liable for all such Card Transactions incurred. Your obligations under these terms and conditions will continue and we shall remain entitled to debit your Account or any other Account you maintain with us for charges as well as Card Transactions that are carried out before or after the termination of your Account. Until such transactions and any charges that may be imposed in these terms and conditions are paid in full, you (and any other person, if any, in whose name the Account is maintained) shall remain liable to us.

8. EXCLUSIONS AND EXCEPTIONS

- 8.1 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 or Electronic Services nor are we responsible for any benefits, discounts or programmes of any merchant that we make available to you. Notwithstanding the non delivery or non-performance or defects in any such goods and services, we shall be entitled to debit your Account or any other Accounts you maintain with us the full amount pursuant to that Card Transaction. You will settle any dispute directly with the provider of the goods and services or merchant. Any such dispute is between you and provider of the goods and services or 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 to you or in respect of any contract or transaction entered into by such provider of the goods and services or the merchant with you involving the use of the Card. Your liability to us shall not in any way be affected by such dispute or any counterclaim, right of set-off or contractual right which you may have against any merchant or person.
- 8.2 (a) You accept that the communication and arrangements for the International Emergency Assistance Service (as may be available for the Card) are provided by third-party service providers.
- (b) You are responsible for the cost of any medical, legal or other services used and you accept that assistance is provided on a best-efforts basis and may not be available due to time, distance or location.
- (c) You will not hold us, MasterCard or Visa responsible for the availability, use, act, omission, loss or damage suffered as a result of any such medical, legal or transportation service.
- 8.3 We shall not be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the provision and/or use of Electronic Services or your usage of the Card.
- 8.4 We may, in our discretion and without giving prior notice approve or authorise such Card-Not-Present transactions in which event you shall be liable for all Card-Not-Present transactions effected through the use of your Card for any reason. We will not be liable to you in any way for any authorisation done in connection with Card-Not-Present transactions.
- 8.5 You agree that the use of the Card and Electronic Services is at your own risk and you shall assume all risks incidental to or arising out of such use.
- 8.6 We will not be liable to you in any way:
- (a) for any delay or if we cannot carry out our responsibilities under these terms and conditions as a result of anything that we or any of our servants, agents or contractors cannot reasonably control. This includes but is not limited to any electronic, mechanical system, data processing or telecommunication defect or failure, any industrial dispute, civil disturbance, war or Act of God;
- (b) if any establishment refuses to accept the Card for any reason;
- (c) for any injury to your credit, character and reputation if a Card Transaction cannot be effected or if we repossess or request for the return of the Card;

- (d) 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;
- (e) 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;
- (f) 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;
- (g) for our compliance with any instruction given or purported to be given by you relating to Electronic Services, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction;
- (h) for the interception by or disclosure to any person (whether lawful or otherwise) of any data or information relating to you or any Card Transaction or Account transmitted through or stored in any electronic system or medium, howsoever caused;
- (i) if you are deprived of the use of any Electronic Services as a consequence of any action by us;
- (j) any Electronic Service not being available due to system maintenance or breakdown/non availability of any network;
- (k) (i) for any loss, theft, use or misuse of the Card or disclosure of your PIN and/or any breach of these terms and conditions (ii) for any fraud and/or forgery perpetrated on us or any merchant; and/or
- (l) 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. CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES

- 9.1 Our records (including electronic, computer and microfilm stored records) of all matters relating to the Card, the Account and of you shall be conclusive. You hereby agree not to at any time dispute the authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever. In addition, any certificate from us stating your liability to us as at any specified date shall be conclusive evidence of such matters.
- 9.2 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 therein stated or recorded was authorised and properly made or effected by you.
- 9.3 We will send an Account Statement to you on a monthly or other periodic basis but may suspend doing so if your Account is inactive. The Account Statement shall be conclusive evidence of the state of the Account between us. Any error or inaccuracy in any Account Statement shall be notified in writing to us within 14 days from the date when such Account Statement shall have been received or deemed received by you. Each Account Statement shall constitute conclusive evidence as against all accountholders that every Card Transaction stated therein has been effected by the accountholder 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.

10. AMENDMENTS

- 10.1 We may at any time at our reasonable discretion and upon written notice to you, change any one or more of these terms and conditions. Such changes shall take effect on the date specified in the notice. Should you continue to keep or use the Card and/or the Electronic Services after the specified date, you shall be deemed

to have accepted the changes. If you do not accept the changes, you shall forthwith stop using the Card and/ or Electronic Services and instruct us to terminate the Card and/ or Electronic Services. Notwithstanding the aforementioned, we may make amendments for administrative or clarification purposes without giving you any notice.

- 10.2 We may at any time at our reasonable discretion and upon written notice to you, change the prevailing rate, basis of calculation and/or amount of any interest, charges or fees payable by you as stated in our pricing guide. Such change shall take effect from the date stated in the notice.
- 10.3 We may notify you of any changes to the terms and conditions in this Section by:
- (a) publishing such changes in your Account 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 reasonable means of communication as we may determine. 1

11. COLLECTION AND DISCLOSURE OF INFORMATION

When you deal with us, we may collect and use some of your information, including details about you, your transactions (including but not limited to Card Transactions), your financial conditions, your relationship with us and/or your Account, facility/ies and accounts (collectively referred to as "Information"). The following outlines when and how we may collect, use and disclose your Information.

- 11.1 We may use and disclose the Information we collect about you for the following purposes:
- (a) to provide information about a product or service;
 - (b) to consider your request for a product or service;
 - (c) to provide you with a product or service;
 - (d) to tell you about other products or services;
 - (e) to perform internal administrative, operational and technology tasks (including technology infrastructure maintenance and support, application maintenance and support, risk management, systems development and testing, credit scoring, staff training and market, customer satisfaction research and business continuity management);
 - (f) to prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct);
 - (g) as may be required under laws and/or by agreements with government agencies or revenue authorities in Singapore or elsewhere, to make inquiries about your tax status; and
 - (h) as required by relevant laws and external payment systems in Singapore or elsewhere.
- 11.2 If you do not provide some or all of the Information requested, we may be unable to provide you with a product or service.
- 11.3 You consent for us to, whether before or after termination of the Account, disclose any Information to:
- (a) any third party as we may deem fit in our reasonable discretion, including but not limited to our head office, subsidiaries, associated or affiliated companies, branches, agents, correspondents, agencies or representative offices (each a "Permitted Party");
 - (b) any party authorised by you to operate the Account;

- (c) any merchant, bank or financial institution;
- (d) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the Information to third party or parties, including but not limited to its member banks or financial institutions;
- (e) any government agency, statutory board, regulatory body or supervisory or revenue authority in Singapore or elsewhere, or to any party to whom such entity has required such disclosure, where such disclosure is required by law or is pursuant to the directive of such entity or agreement with such entity, whether the disclosure is made directly or through a Permitted Party;
- (f) any party involved in facilitating, processing or providing any services or facilities in connection with your Card, Account, any Card Transaction and/or these terms and conditions;
- (g) any party for the purpose of collecting or recovering, or securing for your benefit or repaying on your behalf, any sums of money owing to us from you;
- (h) any party who sees any envelopes or communication materials bearing our name and/or logo sent by us to you;
- (i) any party who is involved in the marketing or promotion of benefits, services or facilities in connection with your Card;
- (j) any dispute resolution centre who is investigating, dealing, adjudicating or mediating any complaint, query, dispute or claim relating to your Card, Account, Card Transaction and/ or these terms and conditions; and
- (k) any other party to whom we consider in our interest to make such disclosure.

These provisions are intended to facilitate (i) the provision of services, benefits and facilities in connection with your Card, Account, Card Transactions, and (ii) the fulfillment of our legal and regulatory obligations. We will not disclose to a greater extent than is provided and which we determine in good faith to be necessary.

- 11.4 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 or on the Card, the usage of the Card as well as in any other manner permitted by law shall constitute and be deemed to be sufficient written permission for such disclosure.
- 11.5 Our rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to the 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.
- 11.6 You acknowledge that:
- (a) there may be inadvertent disclosure of Information by us and/or any of our officials in the course of providing information, whether to third parties in Singapore or otherwise, relevant to transactions made or purported to be made by you and you consent to such inadvertent disclosure; and
 - (b) equipment and software providers, service providers, network providers (including but not limited to telecommunications providers, Internet browser providers or Internet access providers) and third parties may have or be able to gain access to any Information transmitted over the relevant system, and you agree not to hold us liable in any way in this respect.
- 11.7 Neither we nor any of our officials shall be liable for any loss or damage suffered by you or as a result of any disclosure of any Information which you have consented to us and/or any of our officials disclosing.
- 11.8 You will provide us with any information or documentation that we may reasonably request relating to your use of the Card or the Electronic Services and shall cooperate with us in any related investigation or litigation. You shall be responsible for the accuracy and truthfulness of the data provided by you to us. You must immediately inform us of any change in your particulars.

12. SET OFF, CONSOLIDATION AND APPROPRIATION

- 12.1 We shall be entitled at any time and without notice to you combine or consolidate the moneys in any of your accounts maintained 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 sums that your accounts are in credit of, towards the repayment of sums owed by you to us on regardless of whether we have terminated the use of your Card or Account or your use of Electronic Services and/or whether the balance owed to us has become due or payable.
- 12.2 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 and you shall bear all exchange risks, losses, commission and other bank charges which may be incurred.

13. NOTICES

- 13.1 (a) Any notification in relation to the Card (whether issued pursuant to an application or a renewal or replacement Card) and all Account Statements and correspondence under these terms and conditions may be sent by personal delivery, ordinary post, electronic means and/or facsimile transmission to your last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) or facsimile number as may be provided to, or obtained by, us or our solicitors and/or published in such manner as we may reasonably select.
- (b) All communication is deemed to have been effectively served on you:
- (i) on the date of delivery if delivered by hand;
 - (ii) on the date of transmission if sent by facsimile transmission, electronic mail or through the Internet;
 - (iii) on the date immediately after the date of posting if sent by post; and
 - (iv) on the date of publication if published; notwithstanding that it is not received by you or returned undelivered.
- (c) Any marketing or any other communication from us may be sent to you by any message service or such other forms of electronic communication over such devices, media or channels as we may reasonably determine. You agree that we may also send you via such means, payment amount reminders including but not limited to the payment due dates, reminders on any missed payments, alerts on any suspected account activities or any other information as we may reasonably determine. You further acknowledge, agree and consent that Information may be disclosed, whether inadvertently or otherwise, to any third party, whether authorised or unauthorised, who may have, or may gain access in any way to such communication sent by us to you.
- 13.2 (a) We may serve any writ of summons, statement of claim or other legal process or document in respect of any action or proceedings under these terms and conditions required by any relevant law or the rules of court to be served on you by personal service, by leaving the same at, and/or sending the same by ordinary post, to the last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) as may be provided to, or obtained by, us or our solicitors or other agents, or as may be known to us.
- (b) Such legal process or document is deemed to have been duly served on you:
- (i) on the date of delivery, if sent by hand; and
 - (ii) on the date immediately after the date of posting, if sent by post; notwithstanding that it is not received by you or returned undelivered.
- (c) Service of such legal process is deemed to be good and effective service of such legal process on you even if documents are returned to us undelivered and nothing in these terms and conditions shall affect our right to serve legal process in any other manner permitted by law.

- 13.3 Any request of or instruction to us shall be in writing and shall be signed by you provided nevertheless that we may but shall not be obliged to accept and act on any instruction or request by telex, electronic means, 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 you. Notwithstanding that such instruction or request may not have been given or made or authorised by you 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. We shall not be under any duty to verify the identity of any person communicating purportedly as you or on your behalf. You shall provide us with written notice of any change in your particulars.

14. MISCELLANEOUS

- 14.1 The provisions of this Section shall supplement and not replace the provisions of any agreement you may have us with respect to any Account or the Electronic Services, any other agreements between us and you or any of our rights arising under any such agreements. Should the provisions of this Section and the provisions of any such other agreement conflict, the provisions of this Section shall prevail.

- 14.2 We may provide at our reasonable discretion, any programme, scheme or plan from time to time with respect to the use or the promotion of the use of Cards ("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. If you intend to derive any privilege or benefit conferred or offered thereunder, 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.

We may at any time and from time to time:

- (a) amend, modify, vary or withdraw the terms and conditions of any Programme and or any privilege or benefits offered or conferred under any Programme;
- (b) suspend or terminate any Programme; and/or
- (c) restrict or exclude any merchant from participation 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.

- 14.3 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 these terms and conditions on your part is to be considered a waiver of any subsequent breach of the same or any provision of these terms and conditions. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.
- 14.4 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 these terms and conditions, including but not limited to:
- (a) breach of any provision of these terms and conditions on your part;
 - (b) the enforcement or protection of our rights and remedies against you under these terms and conditions, 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 these terms and conditions.

- 14.5 If any term of this Section is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this Section and rendered ineffective where possible without modifying the other terms of this Section.
- 14.6 Upon any arrangement made between any Accountholder and any financial institution, any payment may be made to us for the credit of any Account, whether at regular intervals or otherwise. If that Account is terminated and you have been given a replacement Card with a different Card number and/ or expiry date, the arrangement shall be terminated upon such replacement and you shall be responsible for making alternative arrangements with the relevant financial institution.
- 14.7 (a) Any Government duties, taxes, rates or other charges incurred in respect of receipts or withdrawals made to or from your Account will be payable by the Accountholder. We may be required to withhold on payments to certain accountholders, and pass such amounts to a local or foreign government agency or revenue authority, by law or under an agreement with such authorities.
- (b) If at any time any local or foreign government agency or revenue authority requires us to make a deduction or withholding on any payment due to you, you agree to immediately reimburse us for the amount of any such deduction or withholding, including authorising us to deduct such amounts from the Account. You will indemnify us against any loss we suffer or cost we incur as a result of such deduction or withholding.
- 14.8 You are not entitled to assign or otherwise dispose of any of your rights against us.
- 14.9 These terms and conditions are 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.

