

MARIBANK CARDMEMBERS' AGREEMENT

1. APPLICATION OF THESE TERMS

- 1.1 This Cardmembers' Agreement contains the terms and conditions applicable to your Card(s) and your Card Account(s). By applying for, signing or using any Card, you are deemed to have read, understood and accepted all the terms in this Cardmembers' Agreement. The terms in this Cardmembers' Agreement and amendments made to them from time to time shall apply to any Card(s) already issued to you, any Cards and Cards-related services we may provide you with from time to time, and each time you make use of the Cards and Cards-related services.
- 1.2 Each Card may have its own additional set of terms and conditions (such additional set of terms and conditions, "**Other Specific Terms**"). The terms in this Cardmembers Agreement will not apply to the extent that they are inconsistent with, or expressly overridden by, any Other Specific Terms.
- 1.3 Unless defined otherwise, all capitalised words and expressions herein shall have the same meaning as ascribed to them under the General Personal Banking Terms and Conditions (the "**General Terms**").
- 1.4 This Cardmembers' Agreement supplements and is to be read together with the applicable Other Specific Terms, and the Banking Agreement (including the Terms and Conditions governing Cashback for Mari Credit Card), each as may be amended, modified or supplemented from time to time. The Banking Agreement applies to your use of the Card(s) and any services we provide you in relation to the Card(s). If you do not agree with any of these terms, you should not use, sign, activate the Card(s) or carry out any transaction.
- 1.5 In the event of any conflict or inconsistency between provisions in the following documents, the provisions in these documents shall take precedence in this order, to the extent of such conflict or inconsistency:
 - (a) the Terms and Conditions governing Cashback for Mari Credit Card;
 - (b) any Other Specific Terms;
 - (c) this Cardmembers' Agreement;
 - (d) the Other General Terms; and then
 - (e) the General Terms.

2. DEFINITIONS

- 2.1 In this Cardmembers' Agreement:
 - (a) "Card" means any credit or charge card issued by us pursuant to this Cardmembers' Agreement, including any Supplementary Card or virtual card, if applicable.
 - (b) "Card Account" means an account which you maintain with us in respect of the Card.
 - (c) "Card Account Statement" shall have the meaning as defined in Clause 9.1 below.
 - (d) "Digital Wallet" shall have the meaning as defined in Clause 4.1 below.
 - (e) "Fee Table" shall have the meaning as defined in Clause 3.2 below.

- (f) “Mari Credit Card Instant Checkout” means the MariBank-specific and MariBank-facilitated payment method identified on the Shopee platform as “Mari Credit Card Instant Checkout” which you have activated and linked with your Shopee account. Transactions made using Mari Credit Card Instant Checkout are not, and are not deemed as, Card transactions.
- (g) “Principal Cardmember” means the principal cardmember of the Card Account.
- (h) “Statement Due” shall have the meaning as defined in Clause 9.2 below.
- (i) “Supplementary Card” means the Card issued to a person you authorise and we approve, as a Supplementary Cardmember on your Card Account, if applicable.
- (j) “Supplementary Cardmember” means a person to whom we issue a Supplementary Card, if applicable.
- (k) “use”, “using” or “use of” any Card means use of the Card (whether physical or virtual) or any detail or particular of the Card, including but not limited to the Card Account number and expiry date of the Card or use via such other permitted channels or means as we may designate or allow from time to time.
- (l) “Provisioned Virtual Card” means a Card that is digitised, enrolled and stored electronically in a Digital Wallet.
- (m) “you”, “your” and “Cardholder” means the person who applied for the Card or on whose behalf the Card has been applied for, and to whom the Card is issued to, and shall include both Principal Cardmembers and (unless the context requires otherwise) Supplementary Cardmembers.
- (n) “we”, “us”, “our”, “ourselves”, “the Bank” and “MariBank” means MariBank Singapore Pte Ltd and its successors or assigns.

3. THE CARDS

- 3.1 We may, at our sole and absolute discretion, issue a Card to you and, if you ask, to each Supplementary Cardmember. You must be at least 21 years old to be a Principal Cardmember.
- 3.2 After we have approved your Card application, the Card will be made available to you in electronic format (including being made available in our App and/or sent to your email address in our latest records). In addition, we may send a physical form of the Card to your mailing address in our records at your request. We reserve the right to charge a fee as set out in our [Interest, Fees and Charges Table](#) (“**Fee Table**”) in respect of Card issuance in any physical form.
- 3.3 Upon receipt of your Card, you must comply with such card activation, security and other procedures as may be prescribed by us and upon receipt of your Card in physical form, you must sign such Card immediately.
- 3.4 You may use your Card for making authorised purchases. No other person is allowed to use the Card to make any transactions.
- 3.5 The Card remains our property at all times. We may at our absolute discretion request for the Card to be returned at any time, whereupon you shall cut any physical Card in half so that the magnetic strip and hologram are no longer intact and return the Card immediately to us (if the

Card has been issued in physical form), cease all use of the Card and any corresponding Provisioned Virtual Card and remove any corresponding Provisioned Virtual Card from your Digital Wallets.

4. PROVISIONED VIRTUAL CARDS

- 4.1 The terms and conditions in this Section 4 apply when you add your Card to a third-party application on your mobile device ("**Digital Wallet**") for use in an electronic format as a Provisioned Virtual Card without presenting the physical card. You agree to these terms when you add, activate and/or provision the Card for use within a Digital Wallet, or use your Provisioned Virtual Card.

Eligibility

- 4.2 We reserve the right to determine at our sole and absolute discretion all matters arising out of or in connection with the Provisioned Virtual Card, including your eligibility for the Provisioned Virtual Card. A Card or an underlying Card Account, which is not in good standing, may not be eligible for use as a Provisioned Virtual Card in a Digital Wallet.
- 4.3 Our determination of all matters relating to the Provisioned Virtual Card shall be final and binding, and no correspondence will be entertained.

Setting Up and Using a Provisioned Virtual Card

- 4.4 You are required to comply with the terms of the Digital Wallet provider to provision your Card for use within a Digital Wallet. The Digital Wallet provider may decline your enrolment of a Card within a Digital Wallet and suspend, delete or reactivate a Provisioned Virtual Card enrolled within the Digital Wallet. We shall not be liable if you are unable to enrol a Card within a Digital Wallet for any reason.
- 4.5 You may use your Provisioned Virtual Card for authorised transactions subject to applicable limits or conditions we impose. Transactions made on your Provisioned Virtual Card will be charged to the Card Account. The use of your Card as a Provisioned Virtual Card (including any applicable interest, fees, and charges) shall be governed by this Cardmembers' Agreement.
- 4.6 Without prejudice to the foregoing, you acknowledge the ease with which unauthorised transactions may be carried out on your Provisioned Virtual Card. You accept the risk of unauthorised transactions and agree to undertake all necessary precautions against unauthorised use, when you use your Provisioned Virtual Card. You shall be liable for all transactions incurred on the Provisioned Virtual Card, including any erroneous or unauthorised transactions arising from fraud, recklessness, negligence or mistake, and you agree that we shall not be liable for any unauthorised transactions.
- 4.7 Card Associations and/or payment networks and participating merchants may establish a maximum dollar limit for a single transaction completed using your Provisioned Virtual Card.

Digital Wallet

- 4.8 You agree to all terms of use imposed by the Digital Wallet provider or your mobile carrier, including fees and limitations which may restrict your use of the Provisioned Virtual Card and/or Digital Wallet. You are solely liable for all such fees and limitations.
- 4.9 When you enrol your Card for use within a Digital Wallet, you acknowledge that certain account information relating to the Card may be transmitted to and stored within your mobile device, SIM card, with the Digital Wallet provider and/or on the system of a third party working with the Digital Wallet provider ("**Stored Information**"), and you agree that the Digital Wallet provider and/or the third party working with the Digital Wallet provider may use such Stored Information. We shall not be liable to you or any third party for the use or misuse of any Stored Information. You agree to delete all Stored Information from your mobile device if they are no longer in use or you are no longer the owner of your mobile device.
- 4.10 You shall be solely responsible for maintaining the security of your mobile device and the confidentiality of your Digital Wallet login information, including your username and password associated with your mobile device, and you agree not to permit any other person to access or use your mobile device or to use your Provisioned Virtual Card for transactions. You shall not use your Digital Wallet on any mobile device that you know or have reason to believe has had its security or integrity compromised for any reason, including where the mobile device has been "rooted", "jailbroken" or had its security mechanisms bypassed. You shall be solely liable for any losses, damages and expenses arising from your use of any Digital Wallet on a compromised mobile device.

Suspension, Termination and Cancellation

- 4.11 We may block, restrict, suspend, disqualify or terminate your use of your Provisioned Virtual Card within a Digital Wallet at any time, without notice and without providing any reason, including but not limited to (i) your breach of this Cardmembers' Agreement, Other Specific Terms, or the Banking Agreement, (ii) our suspicion of fraudulent activity, and (iii) any cancellation or suspension of your Card Account. You agree that we will not be liable to you or any third party for any action taken in respect of the foregoing.

Limitation of Liability

- 4.12 You agree that we are not responsible for the use or function of the Digital Wallet provided by your Digital Wallet provider, and we make no representations, warranties or conditions of any kind in relation to any Digital Wallet. We shall not be liable for your use of the Digital Wallet and/or Provisioned Virtual Card, including without limitation, the performance or non-performance of your Digital Wallet and/or Provisioned Virtual Card, or any loss, injury or inconvenience which you may suffer.
- 4.13 You acknowledge and agree that access, use and maintenance of a Provisioned Virtual Card within a Digital Wallet depends on the Digital Wallet provider and telecommunication providers and other third-party services, applications or websites which we do not operate or have any control over. You agree that we are not liable to you for any circumstances which interrupt, prevent or otherwise affect the functioning of your Provisioned Virtual Card within a Digital Wallet, and you shall look to such Digital Wallet provider, telecommunication provider or any other service provider in the event of any dispute or loss arising from such use.

- 4.14 You acknowledge and agree that we are not responsible for, and do not provide, any support or assistance for the Digital Wallet, any third-party hardware, software or other products or services, including any technology-related concerns you face in connection with the Digital Wallet or your mobile device, and you agree to contact the Digital Wallet provider for all concerns arising from the Digital Wallet.
- 4.15 You acknowledge that a participating merchant may be unable to accord you any rewards and/or benefits under a particular rewards and/or benefits programme of the Bank, in the event of any system disruption or for any other reason, even if you qualify for such rewards and/or benefits with the use of your Provisioned Virtual Card. In such an event, you undertake to resolve all disputes directly with the merchant, and you agree that we are not liable for your non-receipt of any such reward and/or benefit.

Privacy and Security

- 4.16 When you set up your Card for use in a Digital Wallet, you agree that we may disclose particulars of your Card and/or the underlying Card Account (including personal data) to the Digital Wallet provider and/or any other relevant party we deem necessary and reasonable to make such disclosure to facilitate our provision of the relevant service. You further agree that we may disclose any particulars of your Card, Provisioned Virtual Card, Digital Wallet and/or your use (including any personal data) to such parties as authorised under this Cardmembers' Agreement or Other Specific Terms.
- 4.17 You agree that we are not responsible for the privacy and security of any information you provide to, or is otherwise maintained by, the Digital Wallet provider, and such information shall be governed by the privacy policy of that Digital Wallet provider.
- 4.18 If you lose your mobile device which has a Digital Wallet containing your Provisioned Virtual Card, discover that your Provisioned Virtual Card has been used without your authorisation, or believe that your mobile device or Digital Wallet login information or equivalent has been compromised, you agree to notify us immediately and you may request that we deactivate your Card by contacting our Customer Service Centre at the telephone number(s) that we specify from time to time, by notifying us in writing via email to help@MariBank.sg or by any other way(s) that we may specify from time to time. We may also require you to make a police report accompanied by written confirmation of such loss or disclosure and provide any other information that we may require. Until you notify us, you shall remain liable for all transactions carried out using your Provisioned Virtual Card.

5. MASTERCARD® CONTACTLESS FACILITY

- 5.1 Where any MasterCard that we issue incorporates the MasterCard Contactless feature (the "**MasterCard Contactless Card**"), you acknowledge that such MasterCard Contactless Card may be utilised to pay for goods and services by tapping or waving the MasterCard Contactless Card at a MasterCard Contactless reader/terminal ("**Contactless Transactions**"), subject to such applicable limits or conditions which we may specify.
- 5.2 Contactless Transactions may be processed and your Card Account charged for and debited with the Contactless Transactions amount without requiring:
- (a) the MasterCard Contactless Card to be swiped at a magnetic stripe reader;
 - (b) the MasterCard Contactless Card's chip to be read by a chip terminal; or

(c) your signature to authorise the Contactless Transaction.

By accepting the MasterCard Contactless Card and using it in any manner whatsoever (including using it in the conventional manner of swiping the same at a magnetic stripe reader or at a chip reader or otherwise) you agree to use the MasterCard Contactless Card in accordance with and agree to be bound by the terms and conditions herein contained.

- 5.3 Without prejudice to the foregoing, you undertake to be liable for all Contactless Transactions incurred using the MasterCard Contactless Card and posted to your Card Account regardless of whether or not the Contactless Transactions were properly authorised by you. In this regard you acknowledge the ease of which unauthorised Contactless Transactions may be carried out and accepts the risk of unauthorised Contactless Transactions.

6. SIMPLYGO

- 6.1 With SimplyGo, you may use your Card for your travel needs on public transport in Singapore by tapping your Card on public transport. Please read this Section 6 together with the terms and conditions of SimplyGo which may be amended from time to time without prior notice to you. Please refer to the relevant SimplyGo terms and conditions on www.simplygo.com.sg for the most updated version and for the definitions of SimplyGo related terms used here. You understand and acknowledge that your use of the Card for SimplyGo purposes is also governed by SimplyGo's terms and conditions. Where there is any inconsistency between the aforesaid terms and conditions and this Cardmembers' Agreement, the terms of this Cardmembers' Agreement shall prevail.
- 6.2 You acknowledge that Transit Link Pte Ltd is the operator of SimplyGo, which enables users to pay for travel fares on public transport. You acknowledge that neither we nor any of our respective agents shall be liable for any losses, damages, expenses, claims, liability and costs that you may incur or suffer in connection with (i) your use of SimplyGo, or (ii) the unavailability of any equipment, software or system for processing the use of SimplyGo, or any delay or inconvenience arising from your use of SimplyGo.

7. CREDIT LIMIT

Charges Not to Exceed Overall Credit Limit

- 7.1 We will set an overall credit limit in respect of all of the Cards issued to you (including Supplementary Cardmembers), and may also set a credit limit in respect of any single Card issued to you (each a "**Credit Limit**"). We may, where necessary, review any of your Credit Limits without notice. You may request us to revise any of your Credit Limits, and we shall have the sole and absolute discretion to decide whether to revise any of your Credit Limits.
- 7.2 You will ensure that you do not use your Card in any manner to exceed your Credit Limit. In determining whether you have exceeded any Credit Limit, we will take into account, without limitation:
- (a) the amount of any transactions made in respect of any relevant Card(s) (including transactions made with any Supplementary Card(s) and transactions that have not yet been reflected in the Card Account Statement);
 - (b) interest, fees, accrued finance and other charges; and

- (c) any authorisation given to a merchant, establishment, billing organisation or such other relevant party in connection with a proposed transaction using the relevant Card(s) (including any Supplementary Card(s)).

Where Charges Exceed Credit Limit

- 7.3 We may choose to approve certain transactions that would result in any Credit Limit being exceeded. On any occasion where any Credit Limit has been exceeded, you shall immediately pay us the amount in excess of the relevant Credit Limit.
- 7.4 We may also refuse to authorise any card transaction that you wish to effect even though such card transaction would not cause any Credit Limit to be exceeded.

8. LOSS/ THEFT/ FRAUD/ DISCLOSURE OF PIN/ ACCOUNT NUMBER

Duty to Prevent Loss / Theft / Fraud

- 8.1 You must keep your Card securely and ensure that your Card Account number and Security Code are not disclosed to any other person. You must take all steps and precautions to prevent any fraud, forgery, loss or theft in respect of or in relation to the Card, the Card Account number and the Security Code.

Duty To Notify

- 8.2 If your Card is lost, stolen or used by any other person or if your Security Code or any detail or particular of your Card or Card Account is stolen, disclosed or used in an unauthorised manner, or compromised, you must immediately notify us by calling our Customer Service Centre telephone number(s) that we specify from time to time, by notifying us in writing via email to help@MariBank.sg or by any other way(s) that we may specify from time to time. In certain circumstances, we may also require you to furnish to us a statutory declaration in such form as we will specify and/or a police report and/or any other information which we may require

Liability for Lost / Stolen Card

- 8.3 If your Card is lost or stolen or if the Security Code is disclosed without authorisation, your liability for unauthorised transactions effected after such loss, theft or unauthorised disclosure but before we are notified thereof shall be limited to S\$100 only if:
- (a) you have as soon as reasonably practicable notified us of the loss, theft or unauthorised disclosure;
 - (b) you assist us in the investigation and recovery of the unauthorised charges incurred;
 - (c) you furnish us with a police report accompanied by written confirmation of the loss, theft or unauthorised disclosure and any other information that we may require; and
 - (d) we are satisfied that such loss, theft or unauthorised disclosure is not due to your gross negligence or default and that you have not acted fraudulently.
- 8.4 You shall not be liable for any transactions effected after we have been notified of the loss, theft or disclosure.

Recovery of Lost / Stolen Card

- 8.5 If you recover the lost or stolen Card in physical form, you must immediately destroy the Card by cutting it in half so that the magnetic strip and hologram are no longer intact. You must not use the Security Code after notifying us that the Security Code has been disclosed to any other party. You shall also cease all use of any corresponding Provisioned Virtual Card and remove any corresponding Provisioned Virtual Card from your Digital Wallet.

Issue of New Card / Security Code

- 8.6 We may, in our absolute discretion, issue a replacement Card and/or a new Security Code upon such terms and conditions as we may deem fit.
- 8.7 We reserve the right to charge a replacement fee as set out in our Fee Table in respect of any lost or stolen Card. Such card replacement fee shall be charged and debited to the Card Account and shall not be refundable for any reason. You may be required to comply with such card activation, security and other procedures as we may prescribe from time to time to re-enrol the replacement Card for use.

9. PAYMENT

Liability for Transactions

- 9.1 You are liable for all authorised card transactions. In addition, you shall be responsible for unauthorised transactions made, up to S\$100, in accordance with Clause 8.3 above. We shall send the Principal Cardmember a Card Account statement (the “**Card Account Statement**”) every month, which will list the transactions incurred by the Principal Cardmember and the Supplementary Cardmember(s), if applicable, in respect of each Card Account(s). Such Card Account Statement will be in electronic form and will be sent by way of electronic mail, via the Digital Banking Services and/or by way of such method of communication as provided in the General Terms.

Payment Obligations

- 9.2 You shall pay us the amount due for payment as per your latest Card Account Statement (the “**Statement Due**”) or at least, the minimum payment specified in the Card Account Statement by the payment due date. If your card transactions exceed any Credit Limit in any given month, you shall also pay all amounts by which the Credit Limit has been exceeded.
- 9.3 If the Statement Due is not received by us in full by the payment due date of any Card Account Statement, an interest or finance charge calculated at such rate per annum as we may determine on a daily basis shall be imposed on all outstanding balance (or on such other amounts as may be specified in the Fee Table) from the transaction date until the date full payment of the Statement Due is received by us. No interest or finance charge will be imposed if the Statement Due is received in full by the payment due date and there is no outstanding balance carried forward from the previous Card Account Statement.
- 9.4 If we do not receive at least the minimum payment specified in your Card Account Statement by the payment due date, a Late Interest as set out in our Fee Table shall be imposed on all outstanding balance (or on such other amounts as may be specified in the Fee Table) until the date such minimum payment is received by us in full.

- 9.5 Interest or finance charges for late payments accrued on the Card Account will be compounded on a monthly basis at such rate per annum as we may determine and charged to and debited from the Card Account on the 21st day of each calendar month or on such other day or days that we may determine.
- 9.6 You acknowledge and agree that we do not operate or have any control over payment/ transfer channels operated or managed by any third party, including FAST and non-FAST channels. We are not liable for any delay arising from your use of such channels, including any delay that results in a late payment charge on your Card Account pursuant to Clause 9.5 above. You are encouraged to make payment to us via an intrabank transfer from your Account with us.

Other Charges

- 9.7 In addition to the above, you shall also be responsible for the charges as set out in our Fee Table (if applicable) unless specifically waived by us, including but not limited to the following:
- (a) non-refundable annual service fee for the issue and renewal of each Principal and Supplementary Card;
 - (b) a processing fee for any bill or cheque tendered in payment to us which is dishonoured for any reason whatsoever;
 - (c) an administrative fee for production of documents relating to your Card;
 - (d) an administrative fee for any replacement Card;
 - (e) where by any arrangement between you and any financial institution (including us), any payment is to be made to us for the credit of any Card Account, whether at regular intervals or otherwise, a fee of such amount as we may determine for each occasion when any payment to us is not effected for any reason whatsoever at the time when such payment should have been effected in accordance with such arrangement;
 - (f) a charge for each reservation of goods, services or facilities made or paid through the use of the Card which is subsequently cancelled or not taken up and such charge shall be at the rate prescribed by the merchant with or through whom the reservation was made or as we may determine;
 - (g) a service charge or administrative fee for any service or facility provided by us or any action taken by us in carrying out any of your instructions and/or requests relating to your Card Account, whether such service or action is referred to or contemplated in this Cardmembers' Agreement or otherwise;
 - (h) a service charge or administrative fee related to the forfeiture, reversal, reclamation, retraction, re-computation or cancellation of rewards under any services, benefits or programmes that we may provide; or
 - (i) an overlimit fee at such rate as we may determine if the total outstanding balance on your account exceeds any Credit Limit at any time.

Right to Vary Charges

- 9.8 We may vary with notice the rate or amount of any charge, fee or interest payable under this Cardmembers' Agreement. The changes shall take effect on the date specified in the notice.

Should you continue to keep or use the Card(s) after the specified date, you shall be considered to have accepted the changes.

Goods and Services Tax

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

10. TERMINATION OF USE OF CARD / CARD ACCOUNT

Right to Terminate

- 10.1 At any time and without giving you any prior notice or reason, we may choose to:
- (a) cancel or suspend your right to use the Card or end your Card Account;
 - (b) refuse to authorise or process any transaction for which you want to use the Card; and/or
 - (c) refuse to re-issue, renew or replace the Card.
- 10.2 At any time, you may terminate your Card Account by contacting our Customer Service Centre at the telephone number(s) that we specify from time to time or by any other way(s) that we may specify from time to time. The Principal Cardmember may also terminate the use of any Supplementary Card associated with his or her Card Account.

Obligations upon Termination

- 10.3 Upon the termination of your Card Account for whatever reason:
- (a) you and any Supplementary Cardmember must not use and are not entitled to use the Card (including any Supplementary Card) or any benefits in connection with the Card (including any Supplementary Card);
 - (b) you and any Supplementary Cardmember must cut the physical Card (including each Supplementary Card) in half so that the magnetic strip and hologram are no longer intact;
 - (c) you must remove all corresponding Provisioned Virtual Cards stored in your Digital Wallet; and
 - (d) you must immediately pay all amounts owing to us in connection with the Card (including all interest and charges).
- 10.4 In the event where you are entitled to any credit refund relating to your Card Account, whether before or after termination, you agree that we may, without further notice to you, effect such refund by crediting the relevant amount to any of your existing Account(s) with us.

11. LIABILITY OF CARDHOLDERS/ SUPPLEMENTARY CARDMEMBERS

Liability in Relation to Supplementary Cardmember

- 11.1 The Principal Cardmember and each Supplementary Cardmember agree to be bound by the instructions that any of you give to us.
- 11.2 The Principal Cardmember is responsible for all the liabilities in connection with the Card Account, all its Cards and the Cards of each of its Supplementary Cardmembers and is jointly and severally liable with each Supplementary Cardmember for the liabilities in connection with each Supplementary Card. Each Supplementary Cardmember is responsible for the liabilities in connection with the Card issued to such Supplementary Cardmember but is not responsible for the liabilities in connection with the Card Account or any Card issued to the Principal Cardmember or any Card issued to another Supplementary Cardmember.
- 11.3 Liabilities owing to us are not to be affected or prejudiced by any dispute, counterclaim or set-off between the Principal Cardmember and any of the Supplementary Cardmembers.
- 11.4 The discharge of any liability or the waiver of our rights against the Principal Cardmember or any Supplementary Cardmember will not affect or prejudice the liabilities and obligations of any other Card member under this Cardmembers' Agreement.

Application of Payments

- 11.5 We may apply payments received by us to reduce the liabilities in the Card Account of the Principal Cardmember or Supplementary Cardmember in any order of priority and in any manner we think fit.

Payment in Full on Demand

- 11.6 Notwithstanding any term in this Cardmember's Agreement, we may demand from you at any time immediate repayment of any amount you owe us.

Right of Set-Off

- 11.7 We may combine or consolidate the Card Account with any Account(s) maintained by the Principal Cardmember and set-off credit balances (whether matured or not) against any liability due from or owed by the Principal Cardmember and any Supplementary Cardmember.
- 11.8 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 rate. Any losses that may arise from such conversion shall be borne by you and shall not be recoverable from us.

12. NOTICES AND COMMUNICATION

- 12.1 We may send any Cards, notices, Card Account Statements or other communication to you by way of electronic mail, Push Notifications or SMS sent to your Equipment, via the Digital Banking Services and/or by way of such method of communication as provided in the General Terms. Communication sent by electronic mail, Push Notifications or SMS sent to your Equipment and via the Digital Banking Services shall be effective at the time of transmission.

12.2 The Supplementary Card, and all communications relating to the Supplementary Card, will be sent to the Principal Cardmember.

12.3 Notices and communication given to either the Principal Cardmember or any Supplementary Cardmember are deemed to be given to all of you.

13. EXCLUSIONS AND EXCEPTIONS

13.1 We are not liable in any way:

- (a) should your Card(s) be rejected by a merchant or any terminal used to process card transactions or if we refuse for any reason to authorise any card transaction;
- (b) for any malfunction, defect or error in any terminal used to process card transactions, or other machines or system of authorisation whether belonging to or operated by us or other persons;
- (c) for any Losses you may suffer as a consequence of any delay or refusal by us to process any card transaction you attempt to make or by our suspension or cancellation of your Card Account;
- (d) for any delay or inability on our part to perform any of our obligations under this Cardmembers' 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 employees, representatives agents or contractors, or any fraud or forgery; or
- (e) for any damage to or loss or inability to retrieve any data or information that may be stored in your Card(s), except where (and only to the extent that) you have conclusively established in the courts of Singapore that the aforesaid occurred solely owing to manifest error, gross negligence or wilful default on our part.

13.2 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 nor are we responsible for any benefits, discounts or programmes of any merchant that is made available to you. We make no representation as to the quality, provision of performance of any such goods or services. You acknowledge that we are not acting as agent for any merchant. You should resolve any complaints about the goods and services directly with the merchant. Notwithstanding any non-delivery or non-performance or defects in any such goods and services, you shall pay us the full amount shown in the Card Account Statement.

14. TRANSACTIONS IN FOREIGN CURRENCIES AND TRANSACTIONS PROCESSED OUTSIDE SINGAPORE

Foreign Currency Transactions

14.1 All foreign currency transactions (including overseas and online transactions) effected in US Dollars will be converted to Singapore Dollars on the date of conversion. All foreign currency transactions effected in a foreign currency other than US Dollars will be converted into US Dollars before being converted into Singapore Dollars (the "**converted Singapore Dollars amount**"). The exchange rate used for such conversion may differ from the rate in effect on the date of the transaction due to market fluctuations. Any rate imposed is final and conclusive and

you bear all exchange risks, loss, commission, and other bank costs which may be incurred as a result. All conversions will be based on the prevailing wholesale interbank rates or the government-mandated rate, as shall be determined by MasterCard International (“**MasterCard**”) or such other card association or payment network.

- 14.2 In addition, all foreign currency transactions (including overseas and online transactions) charged to the Card will be subject to prevailing charges and fees as set out in our Fee Table.

Currency Conversion Fee

- 14.3 An additional fee will be levied on all card transactions effected in Singapore Dollars and processed overseas (including online transactions). These include but are not limited to (i) any Visa or MasterCard retail transaction presented in foreign currency that you choose to pay in Singapore Dollars via dynamic currency conversion, and (ii) any online retail card transaction charged to your Card on overseas websites in Singapore Dollars. You acknowledge and agree that the process of conversion and the exchange rate applied will be determined by the relevant merchant, the acquiring bank, the relevant payment processing intermediary or currency conversion service provider and not by us. All such card transactions effected in Singapore Dollars and processed overseas (including online transactions) will be subject to prevailing charges and fees as set out in our Fee Table.

15. INSTALMENT PAYMENT PLANS

- 15.1 If you have applied to participate in our instalment payment plan (“**Instalment Plan**”), you authorise, agree, and undertake with us as follows:
- (a) you authorise us to pay to the relevant merchant for your purchase of the relevant goods/services (in such manner as may be agreed between the merchant and us) and to charge and debit your Card Account for the purchase price of the goods and services in instalments pursuant to the terms of the Instalment Plan;
 - (b) we have the discretion to determine the amount of each instalment payment as long as the total instalment payments do not exceed the purchase price;
 - (c) if any instalment payment charged and debited to your Card Account is not received by us in full when due, you must pay us the finance charges, interest and fees on the outstanding amounts at our prevailing rate;
 - (d) we may at our discretion and without notice to you charge and debit the whole balance of the purchase price then outstanding to your Card Account at any time, in which case such balance will be immediately due and payable by you;
 - (e) we may at our discretion impose a one-time processing or handling fee for the usage of Instalment Plan at such rate as we may determine and set out in our Fee Table; and
 - (f) we may at our discretion impose an administrative fee at such rate as we may determine if the Instalment Plan is terminated (whether arising from the termination of your Card Account or otherwise) or if you make a prepayment of any amount under the Instalment Plan.

16. CONCLUSIVENESS OF DOCUMENTS

- 16.1 Any of our records relating to card transactions with your signature shall be conclusive evidence of their accuracy and authenticity and shall be binding on you for all purposes. We may destroy, erase or stop maintaining any record after such time as permitted by Applicable Laws.
- 16.2 You shall also notify us if you discover any errors or inaccuracies in any Card Account Statement. If you do not inform us of any error or inaccuracy in the Card Account Statement within seven (7) days from your receiving it, you shall be deemed to agree to the contents of the Card Account Statement and the contents of the Card Account Statement shall be conclusive and binding on you.

17. INTERESTS, FEES AND CHARGES

- 17.1 Interest, fees and charges (including but not limited to finance charges, overlimit fees, fees and charges for foreign currency transactions, annual fees and administrative fees) are set out in our Fee Table.
- 17.2 Unless otherwise specified, interest is calculated on the basis of a 365-day year (or, in the case of a leap year, a 366-day year) and compounded on a monthly basis or such other basis we choose.
- 17.3 Interest is charged until the date the amount due as per the current Card Account Statement is received by us in full.
- 17.4 You must pay all costs such as debt collection fees we incur in connection with the Card on demand.

18. DISCLOSURE OF INFORMATION

Parties to Whom Disclosures May Be Made

- 18.1 Without prejudice and in addition to any other authorisation or consents in this Cardmembers' Agreement, the General Terms or that you may have otherwise give to us, you authorise us to disclose any particulars of your Card Account and/or your use of the Card(s) to:
- (a) any party involved in facilitating, processing or providing any services or facilities in connection with your Card, Card Account, and/or any card transaction;
 - (b) any person authorised to operate the Card Account(s), including but not limited to Supplementary Cardmembers, for any purpose in connection with this Cardmembers' Agreement or the operation of the Card Account; and
 - (c) any person or organization where we in good faith deem it reasonable to make such disclosure in connection with this Cardmembers' Agreement or the operation of the Card Account.

Credit Bureau

- 18.2 For the purpose of assessing your creditworthiness or for any other purpose in accordance with Applicable Laws or as we deem in good faith reasonable, you also authorise:

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

19. AMENDMENT

- 19.1 We may change the contents of this Cardmembers' Agreement and/or create new terms and conditions at any time by notifying you of the changes. The changes shall take effect on the date specified in the notice. Should you continue to keep or use the Card(s) after the specified date, you shall be considered to have accepted the changes.
- 19.2 We may notify you of any changes to this Cardmembers' Agreement by way of electronic mail, Push Notifications sent to your Equipment or via the Digital Banking Services, or we may choose to inform you by such other means of communication as provided in the General Terms.

20. MISCELLANEOUS

Indemnity

- 20.1 You agree to indemnify us and all our employees, nominees, directors and agents for any Loss suffered by us (other than such Loss arising from our or our employees' and agents' wilful misconduct or gross negligence) in connection with:
 - (a) any Card, Card Account, or card transaction;
 - (b) acting on or carrying out or delaying or refusing to act on any instruction you give us;
 - (c) searches and enquiries we make in connection with you;
 - (d) any service provided by any third party (including but not limited to, NETS and MasterCard);
 - (e) any default or the preservation or enforcement of our rights under the terms of this Cardmembers' Agreement or any other applicable terms and conditions in connection with any Card or as a result of your non-compliance with any of these terms;
 - (f) any action by us or any party against you relating to any Card, Card Account or card transaction;
 - (g) any involvement by us in any proceeding of whatever nature for the protection of or in connection with the Card or Card Account;
 - (h) our compliance with any existing or future law or regulation or official directive in respect of any of these terms;
 - (i) taxes payable by us in connection with your Card Account; and
 - (j) any increased cost in our funding if there is a change in law or circumstances.

Lawful Use of Card

- 20.2 You shall not use the Card(s) for any unlawful purpose. The purchase of goods and services through the use of the Card(s) that would contravene any law is prohibited.

Information from Cardmember

- 20.3 You agree to provide us with any data, documents or information that we may reasonably request from time to time. You shall be responsible for the accuracy and truthfulness of the data, documents and information provided to us, including any data, documents and information provided to us in connection with the application for the Card. You must immediately inform us of any change in your particulars.

Recovery of Costs

- 20.4 Any costs, fees or expenses (including legal costs) that are incurred by us as a result of your breach of the terms and conditions of this Cardmembers' Agreement or arising out of our preservation or enforcement of any of our rights hereunder shall be recoverable by us from you on a full indemnity basis.

References to Singapore Dollars

- 20.5 Any references to dollars and "\$" in this Cardmembers' Agreement shall mean Singapore dollars. If the billing currency in your Card Account(s) is not Singapore dollars, we may convert any amounts in such Card Account(s) into Singapore dollars at the exchange rate that we may determine.

Additional Benefits, Services or Programmes

- 20.6 We may provide at our sole discretion, additional services, benefits or programmes in connection with the use of your Card(s). Such additional services where provided, do not form part of our legal relationship with you in connection with this Cardmembers' Agreement or the Banking Agreement and we may withdraw or change these services at any time without notice to you. Those additional services, benefits or programmes may be subject to their own terms and conditions. We may also, where points have been awarded to or earned by you or other benefits extended to you as part of any rewards or redemption programme, forfeit or cancel such points or benefits if you default in any of your payment obligations or if your Card Account is not conducted satisfactorily.

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