

## MARI DEBIT CARDMEMBERS' AGREEMENT

### 1. APPLICATION OF THESE TERMS

- 1.1 This Agreement contains the terms and conditions applicable to your Card(s). By applying for, signing or using any Card, you are deemed to have read, understood and accepted all the terms in this Agreement. The terms in this Agreement and amendments made to them from time to time shall apply to any Card(s) already issued to you, any Card and Card-related services we may provide you with from time to time, and each time you make use of the Card(s) and Card-related services.
- 1.2 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"**).
- 1.3 This Agreement supplements and is to be read together with the applicable Other Specific Terms, and the Banking Agreement, 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.
- 1.4 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) this Agreement;
  - (b) any Other Specific Terms;
  - (c) the Other General Terms; and then
  - (d) the General Terms.

### 2. DEFINITIONS

- 2.1 In this Agreement:
- (a) **"Agreement"** means this Mari Debit Cardmembers' Agreement.
  - (b) **"Card"** means any debit card issued by us pursuant to this Agreement which is linked to a Designated Account, including any virtual card, if applicable, as well as any substitution, replacement or renewal thereof.
  - (c) **"Designated Account"** means any account which you have designated and which we have approved for the purposes of this Agreement, and includes without limitation your Mari Savings Account and such other account(s) as we may introduce from time to time.
  - (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) **"Provisioned Virtual Card"** means a Card that is digitised, enrolled and stored electronically in a Digital Wallet.

- (g) **“Spending Limit”** means the specified daily limit that we may prescribe for your spending in Singapore Dollars on your Designated Account, as may be revised from time to time without notice or reason.
- (h) **“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 number, the Designated 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.
- (i) **“we”, “us”, “our”, “ourselves”, “the Bank” and “MariBank”** means MariBank Singapore Private Limited and its successors or assigns.
- (j) **“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.

### 3. THE CARD

- 3.1 We may, at our sole and absolute discretion, issue a Card to you (including but not limited to when you apply for a Card, a Mari Savings Account or any other Designated Account with us (as the case may be), and we have approved your application. You must be at least 16 years old to be a Cardholder.
- 3.2 After we have approved your application pursuant to Clause 3.1 above, the Card will be made available to you as a virtual card 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 Mari Debit Card: 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 Access Procedures (including the issuance of any Security Code(s)) as may be prescribed by us and upon receipt of your Card in physical form, you must sign such Card immediately.
- 3.4 You are responsible for keeping all Security Codes relating to your Card secure and not disclosing any Security Code to any other person. You shall be deemed to have made and be fully liable for any transaction effected on your Card with your Security Code(s). You agree that we may at any time change, activate or revoke any Security Code or its use at our sole and absolute discretion without notice or reason.
- 3.5 Your Card will be linked to your Designated Account, the terms of use of which will be governed by the terms and conditions relating to such Designated Account (**“Designated Account Terms”**). For the avoidance of doubt, in the event of any inconsistency between the terms of this Agreement and the Designated Account Terms in relation to your operation of the Designated Account, the Designated Account Terms will prevail to the extent of such inconsistency.
- 3.6 You may use your Card for making authorised purchases. No other person is allowed to use the Card to make any transactions.
- 3.7 We may refuse to authorise any transaction that you wish to effect on your Card without assigning any reason.

- 3.8 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 which is not in good standing (which may include where the underlying Designated Account 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 such 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 may impose. Transactions made on your Provisioned Virtual Card will be debited from your Designated Account. The use of your Card as a Provisioned Virtual Card (including any applicable interest, fees and charges) shall be governed by this 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 any 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 it is 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, cancel 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 Agreement, the Other Specific Terms or the Banking Agreement, (ii) our suspicion of fraudulent or unlawful activity, and (iii) any termination, closure or suspension of your Designated 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 (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 Agreement, the Other Specific Terms or the Banking Agreement.
- 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. 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 Designated Account 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 or Security Code(s) to authorise the Contactless Transaction.

By using and/or retaining the MasterCard Contactless Card issued to you (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 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 debited from your Designated 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 accept 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](http://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 Agreement, the terms of this 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. SPENDING LIMIT**

### **Charges Not to Exceed Spending Limit**

- 7.1 We may set a Spending Limit on all transactions made using your Card. Where any transactions in foreign currencies and transactions processed outside Singapore are involved, the Spending Limit shall be determined by the Singapore Dollar equivalent of such foreign currency spending.
- 7.2 You may only carry out a Card transaction if there is sufficient balance in your Designated Account and the total charges incurred will not exceed your Spending Limit. You will not carry out or attempt to carry out any Card transaction that would result in your Spending Limit being exceeded.
- 7.3 In determining whether you have exceeded any Spending Limit, we will take into account, without limitation:
- (a) the amount of any transactions made in respect of your Card (including transactions that have yet to be debited from your Designated Account);
  - (b) fees and other charges; and
  - (c) any authorisation given to us by any merchant, establishment, billing organisation or such other relevant party in connection with a proposed transaction using your Card.

For the avoidance of doubt, we have the sole discretion to determine whether or not your Spending Limit has been exceeded, and our decision will be conclusive and binding on you.

## **Where Charges Exceed Spending Limit**

- 7.4 We may (but shall not be obliged to) choose to approve, authorise or allow any Card transaction to be carried out even if such Card transaction would result in your Designated Account being overdrawn and/or any Spending Limit being exceeded.
- 7.5 We may also refuse to authorise any Card transaction that you wish to effect even though such Card transaction would not cause any Spending Limit to be exceeded.

## **Hold on Card and/or Designated Account**

- 7.6 You agree that we may set aside or place a hold on your Card and/or Designated 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 shall only be an estimated sum and may not be identical to the actual Card transaction. You may not stop payment on such Card transaction nor use any sum so set aside or held by us. Where applicable, we may set aside or hold such sums for such time period(s) as we deem fit after which we shall debit your Card and/or Designated Account for the full amount of the actual Card transaction.

## **8. LOSS / THEFT / FRAUD/ DISCLOSURE OF SECURITY CODE / CARD OR DESIGNATED ACCOUNT NUMBER**

### **Duty to Prevent Loss / Theft / Fraud**

- 8.1 You must keep your Card securely and ensure that your Card number, Designated Account number and Security Code(s) 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 number, the Designated Account number and your Security Code(s).

### **Duty To Notify**

- 8.2 If your Card is lost, stolen or used by any other person or if your Security Code(s) or any other detail or particular of your Card or Designated Account is stolen, disclosed or used in an unauthorised manner, or compromised, you must immediately notify us. 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 your Card number, Security Code(s) or any other detail or particular of your Card or Designated Account 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 any Security Code after notifying us that such 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(s)**

8.6 We may, in our absolute discretion, issue a replacement Card and/or new Security Code(s) 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 replacement fee shall be charged to and debited from the Designated Account and shall not be refundable for any reason. You may be required to comply with such replacement Card activation, security and other procedures as we may prescribe from time to time to re-enrol the replacement Card for use.

### **9. PAYMENTS**

#### **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 to you an electronic statement every month, which will list the transactions incurred on your Card(s). Such 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.

#### **Fees and Charges**

9.2 In addition to the above, you shall also be responsible to pay all fees and charges relating to the use of your Card as set out in our Fee Table (if applicable) or as otherwise notified to you unless specifically waived by us, including but not limited to the following:

(a) fees and charges for foreign currency transactions and transactions processed outside Singapore;

(b) a non-refundable annual service fee for the issue and renewal of each Card;

(c) a processing fee for any bill or cheque tendered in payment to us which is dishonoured for any reason whatsoever;

(d) an administrative fee for production of documents relating to your Card;



- (e) an administrative fee for any replacement Card;
- (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 Designated Account, whether such service or action is referred to or contemplated in this Agreement or otherwise; or
- (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.

### **Right to Vary Charges**

- 9.3 We may vary with notice the rate or amount of any charge or fee payable under this 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**

- 9.4 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 Agreement. We may charge and debit the amount of such tax to your Designated Account.

## **10. DESIGNATED ACCOUNT**

### **Debiting of Designated Account**

- 10.1 We may charge to and debit from your Designated Account from time to time the amount of all Card transactions (including unauthorised transactions referred to under Clause 9.1 above), as well as all fees, charges and taxes applicable to your Card(s) and/or Designated Account. We reserve the right to debit all such amounts from your Designated Account even if doing so would result in your Designated Account being overdrawn.

### **Overdrawn Designated Account**

- 10.2 We may at our sole discretion allow your Designated Account to be overdrawn subject to such terms and conditions as we may impose from time to time.

### **Reversal of entries**

- 10.3 Without prejudice to the foregoing, we may also debit your Designated Account with the corresponding amount (or such other amount as we may notify you) to (i) rectify any error in payment or record, whether arising from the reversal of any Card transaction posted on your Card or otherwise in relation to your Card use, and/or (ii) recover any loss arising from our payment on your behalf in relation to the use of your Card from time to time.

## **11. SUSPENSION OR TERMINATION OF USE OF CARD / DESIGNATED ACCOUNT**

### **Right to Suspend or Terminate**

- 11.1 Without prejudice to any other terms in the Banking Agreement, we may at any time and without giving you any prior notice or reason, choose to:
- (a) cancel or suspend your right to use the Card or suspend, terminate or close your Designated Account;
  - (b) refuse to authorise or process any transaction for which you wish to use the Card; and/or
  - (c) refuse to re-issue, renew or replace the Card.
- 11.2 At any time, you may terminate your Card and/or close your Designated Account with reasonable prior notice to us in accordance with the Banking Agreement.
- 11.3 You agree that if you close the Designated Account to which your Card is linked, your Card will also be terminated.

### **Obligations upon Termination**

- 11.4 Upon the termination of your Card and/or closure of your Designated Account for whatever reason:
- (a) you shall not, and shall not be entitled to, use the Card or any benefits in connection with the Card;
  - (b) you must cut any physical 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 fees and charges).
- 11.5 Any accrued liabilities and all obligations under this Agreement shall remain outstanding and we shall remain entitled to debit from your Designated Account (or any of your other Account(s) with us as we deem appropriate) any amount outstanding and owed to us, including any fees, overdraft charges and payments owing from Card transactions carried out before or after the termination of your Card and/or closure of your Designated Account.
- 11.6 In the event where you are entitled to any credit refund relating to your Designated 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 your Designated Account (or any of your other Account(s) with us as we deem appropriate).

## **12. YOUR LIABILITY**

### **Payment in Full on Demand**

- 12.1 You are liable to pay us all amounts due and owing to us in respect of your use of your Card and/or Designated Account, including but not limited to all fees and charges effected or debited from your Card and/or Designated Account in accordance with this Agreement.
- 12.2 Notwithstanding any other term in this Agreement, we may demand from you at any time immediate repayment of any amount you owe us.

### **Application of Payments**

- 12.3 We may apply payments received by us to reduce the liabilities incurred on your Card and/or your Designated Account in any order of priority and in any manner we think fit.

### **Right of Set-Off and Consolidation**

- 12.4 Without prejudice to any other terms in the Banking Agreement, we shall be entitled to combine or consolidate all or any of your Accounts (whether matured or not) and/or appropriate, set-off or debit all or part of the balances in any of your Accounts (including earmarking amounts credited or expected to be credited to your Account(s) even if this would make your Account(s) overdrawn) to pay and discharge all or part of your liabilities (whether actual or contingent) to us, and where required, earmark any amounts credited or expected to be credited into your Account(s) even if this would make your Account(s) overdrawn.
- 12.5 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.

## **13. NOTICES AND COMMUNICATION**

- 13.1 We may send any Cards, notices 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.

## **14. EXCLUSIONS AND EXCEPTIONS**

- 14.1 Without prejudice to any other terms in the Banking Agreement, 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 and/or suspension or closure of your Designated Account (as the case may be);

(d) for any delay or inability on our part to perform any of our obligations under this Agreement because of any electronic, mechanical, system, data processing or telecommunication defect or failure, Act of God, civil disturbance or any event outside our control or the control of any of our 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.

14.2 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 be liable for all Card transactions, and you agree that we shall be entitled to debit the full amount of such goods and services from your Card and/or Designated Account.

## 15. TRANSACTIONS IN FOREIGN CURRENCIES AND TRANSACTIONS PROCESSED OUTSIDE SINGAPORE

### Foreign Currency Transactions

15.1 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.

15.2 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

15.3 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.

## **16. CONCLUSIVENESS OF DOCUMENTS**

- 16.1 Any of our records relating to your Card transactions (whether effected with your signature, authorised by your Security Code(s) or otherwise made on your Instruction) 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 Electronic Statement. If you do not inform us of any error or inaccuracy in any Electronic Statement within seven (7) days from your receiving it (or such other period as we may notify to you from time to time), you shall be deemed to agree to the contents of such Electronic Statement and the contents of such Electronic Statement shall be conclusive and binding on you.

## **17. DISCLOSURE OF INFORMATION**

### **Parties to Whom Disclosures May Be Made**

- 17.1 Without prejudice and in addition to any other authorisation or consents in this Agreement, the General Terms or that you may have otherwise give to us, you authorise us to disclose any particulars of your Card(s), your Designated 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, your Designated Account and/or any Card transaction; and
  - (b) any person or organisation where we in good faith deem it reasonable to make such disclosure in connection with this Agreement, the use of the Card(s) or the operation of the Designated Account.

## **18. AMENDMENTS**

- 18.1 We may change the contents of this 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.
- 18.2 We may notify you of any changes to this Agreement by way of electronic mail, Push Notifications sent to your Equipment or via the Digital Banking Services, or such other means of communication as provided in the General Terms.

## **19. MISCELLANEOUS**

### **Indemnity**

- 19.1 Without prejudice to any other terms in the Banking Agreement, 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, Designated Account or Card transaction;
  - (b) our 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 Agreement or any other applicable terms and conditions in connection with any Card or Designated Account or as a result of your non-compliance with any of the foregoing terms;
- (f) any action by us or any party against you relating to any Card, Designated Account or Card transaction;
- (g) any involvement by us in any proceeding of whatever nature for the protection of or in connection with any Card or Designated 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 or Designated Account; and
- (j) any increased cost in our funding if there is a change in law or circumstances.

#### **Lawful Use of Card**

- 19.2 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 is illegal or may contravene any law is prohibited. You also agree not to use the Card(s) to pay any debts incurred from online gambling, betting or other unlawful activities.

#### **Your Information**

- 19.3 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 your application for the Card or Designated Account (as the case may be). You must immediately inform us of any change in your particulars.

#### **Your Instructions**

- 19.4 We shall be entitled (but not obliged) to rely and act on any Instruction which we believe in good faith to have been given by you without further reference or notice to you or confirmation from you. Such Instruction, once given to us, is irrevocable and binding on you, and we shall not be liable to you for any loss incurred or damage suffered by you as a result of any action taken by us in reliance of such Instruction.

#### **Recovery of Costs**

- 19.5 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 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**

- 19.6 Any references to dollars and “\$” in this Agreement shall mean Singapore Dollars. If the billing currency in your Designated Account(s) is not Singapore Dollars, we may convert any amounts in such Designated Account(s) into Singapore Dollars at the exchange rate that we may determine.

#### **Additional Services, Benefits or Programmes**

- 19.7 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 Agreement or the Banking Agreement and we may withdraw or change these services, benefits or programmes at any time without notice to you. Those additional services, benefits or programmes may be subject to their own terms and conditions. By obtaining using, enjoying or participating in any such services, benefits or programmes (as the case may be), you agree to be bound by the applicable terms and conditions. We may also, where points, cashback or rebates 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, cashback, rebates or benefits if you default in any of your payment obligations or other obligations under this Agreement, if any of your Card(s) or Designated Account is not conducted satisfactorily and/or if we determine that the basis for our award of such points, cashback, rebates or benefits is not true, accurate or valid.

Last updated: 15 July 2025