

TERMS AND CONDITIONS GOVERNING CARD SPENDING MODES (“SPENDING MODES TERMS AND CONDITIONS”)

1. APPLICATION OF THESE SPENDING MODES TERMS AND CONDITIONS

- 1.1. These Spending Modes Terms and Conditions contain terms and conditions applicable to you if you have both a Mari Credit Card and a Mari Debit Card with us. By applying for, signing or using any Mari Credit Card, you are deemed to have read, understood and accepted all the terms in these Spending Modes Terms and Conditions. These Spending Modes Terms and Conditions and amendments made to these terms and conditions from time to time shall apply to any Applicable Card already issued to you, any Applicable Cards and/or Applicable Card-related services we may provide you with from time to time, and each time you make use of an Applicable Card and/or any Applicable Card-related services.
- 1.2. These Spending Modes Terms and Conditions supplement, and are to be read together with, the MariBank Cardmembers' Agreement, the Mari Debit Cardmembers' Agreement and the other terms and conditions comprising 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 Applicable Card and/or any services we may provide you in relation to the Applicable Card. If you do not agree with any of these terms, you should not use, sign or activate the Applicable Card and/or carry out any transaction using or relating to the Applicable Card.
- 1.3. 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 MariBank Cardmembers' Agreement; (b) the Mari Debit Cardmembers' Agreement; (c) these Spending Modes Terms and Conditions; (d) Terms and Conditions Governing Cashback for Mari Credit Card; (e) any Other Specific Terms; (f) the Other General Terms; and then (g) the General Personal Banking Terms and Conditions (“**General Terms**”).

2. DEFINITIONS

- 2.1. Unless defined otherwise, all capitalised words and expressions herein shall have the same meaning as ascribed to them under the General Terms.
- 2.2. In these Spending Modes Terms and Conditions:
 - (a) “**Applicable Card**” means a card that is issued by us that allows the holder of the card to use both the Credit Card Mode and Debit Card Mode on the card. For the avoidance of doubt, only a card issued to the Principal Cardmember may be designated as an Applicable Card.
 - (b) “**Cashback**” has the meaning ascribed to it in the Terms and Conditions Governing Cashback for Mari Credit Card.
 - (c) “**Credit Card Mode**” means the mode that is described at Clause 3.2 below.
 - (d) “**Debit Card Mode**” means the mode that is described at Clause 3.3 below.
 - (e) “**Excluded Transaction**” means any transaction that has the transaction description “Bus/MRT” and any other transaction that we may inform you of from time to time.

- (f) **“Mari Credit Card”** has the meaning ascribed to it under the definition of “Card” in the MariBank Cardmembers’ Agreement.
- (g) **“Mari Credit Card Account”** means the account which you maintain with us in respect of a Mari Credit Card.
- (h) **“Mari Debit Card”** has the meaning ascribed to it under the definition of “Card” in the Mari Debit Cardmembers’ Agreement.
- (i) **“Mari Savings Account”** means the consumer deposit account offered by us and linked to your Mari Debit Card.
- (j) **“MariBank App”** means the mobile application owned, published and operated by us.
- (k) **“Mastercard”** means the payment network which processes Mari Credit Card and Mari Debit Card transactions.
- (l) **“Other Specific Terms”** has the meaning ascribed to it in the MariBank Cardmembers’ Agreement.
- (m) **“Principal Cardmember”** has the meaning ascribed to it in the MariBank Cardmembers’ Agreement.
- (n) **“we”, “us”, “our”** and **“MariBank”** means MariBank Singapore Private Limited and its successors or assigns.

3. SPENDING MODES

3.1. You can use your Applicable Card on either the:

- (a) Credit Card Mode (as described at Clause [3.2] below); or
- (b) Debit Card Mode (as described at Clause [3.3] below).

3.2. Credit Card Mode

(a) When your Applicable Card is on Credit Card Mode:

- i. all transactions charged to your Applicable Card which are processed through Mastercard, save for Excluded Transactions which are accumulated, will be treated as transactions that are charged to your Mari Credit Card and will be drawn from your credit limit set by MariBank in respect of the Mari Credit Card issued to you;
- ii. automatic payments and other recurring payments that you have set up for your Applicable Card (regardless of whether such payments were set up when the Applicable Card was on Credit Card Mode or Debit Card Mode), which are charged to your Applicable Card, will be drawn from your credit limit set by MariBank in respect of the Mari Credit Card issued to you; and
- iii. transactions that are not processed through Mastercard, such as Mari Credit Card Instant Check-out transactions, will be drawn from your credit limit set by MariBank in respect of the Mari Credit Card issued to you.

3.3. Debit Card Mode

(a) When your Applicable Card is on Debit Card Mode:

- i. all transactions charged to your Applicable Card which are processed through Mastercard, save for Excluded Transactions which are accumulated, will be treated as transactions that are charged to your Mari Debit Card and will be debited from your Mari Savings Account balance;
- ii. automatic payments and other recurring payments that you have set up for your Applicable Card (regardless of whether such payments were set up when the Applicable Card was on Credit Card Mode or Debit Card Mode), which are charged to your Applicable Card, will be debited from the balance in your Mari Savings Account; and
- iii. transactions that are not processed through Mastercard, such as Mari Credit Card Instant Check-out transactions, will be drawn from your credit limit set by MariBank in respect of the Mari Credit Card issued to you.

3.4. Accumulated Excluded Transactions

In the event that there is an accumulation of Excluded Transactions that are charged to an Applicable Card such that a particular set of accumulated Excluded Transactions is posted as a single transaction, the treatment of that particular set of accumulated Excluded Transactions will depend on the mode in which the Applicable Card was in when the first Excluded Transaction of that particular set of accumulated Excluded Transactions was charged.

3.5. Refunded Transactions

(a) If there is a refund of a transaction that you have charged to your Applicable Card when it is on Credit Card Mode, such a refund will be:

- i. posted to your Mari Credit Card Account; and
- ii. all refunded proceeds or amounts will be credited to your Mari Credit Card Account.

(b) if there is a refund of a transaction that you have charged to your Applicable Card when it is on Debit Card Mode, such a refund will be:

- i. posted to your Mari Savings Account; and
- ii. all refunded proceeds or amounts will be deposited into your Mari Savings Account.

(c) In the event that we are unable to identify whether a transaction that you have charged to your Applicable Card was charged when your Applicable Card was on Debit Card Mode or Credit Card Mode at the point of processing the refund of such transaction:

- i. the refund will be posted to your Mari Credit Card Account;
- ii. all refunded proceeds or amounts for such a transaction will be credited to your Mari Credit Card Account; and
- iii. an amount equivalent to applicable Cashback awarded for the transaction (on the basis that such transaction was originally charged, or deemed to be charged, on Credit Card Mode) will be deducted from your Mari Credit Card Account.

3.6. Reversals of transactions that are charged to your Applicable Card

- (a) If a transaction is charged to your Applicable Card when it is on Credit Card Mode and this transaction is subsequently successfully reversed, the reversal of such a transaction will be posted to your Mari Credit Card Account.
- (b) If a transaction is charged to your Applicable Card when it is on Debit Card Mode and this transaction is subsequently successfully reversed, the reversal of such a transaction will be posted to your Mari Savings Account.

3.7. Default Mode

The default mode that your Applicable Card is in is the Credit Card Mode and this mode will remain active until you manually change it via the MariBank App in compliance with such procedures that we may prescribe from time to time. It is your responsibility to ensure that you are aware of the mode that your Applicable Card is being used in at any point of time.

4. GENERAL

4.1. Without prejudice to any terms in our Banking Agreement, we may at any time and without giving you any prior notice or reason, choose to cancel, restrict or suspend your right to use the Credit Card Mode and/or Debit Card Mode on the Applicable Card or switch between the Credit Card Mode and the Debit Card Mode on the Applicable Card.

4.2. Subject to Applicable Laws and without prejudice to any terms in our Banking Agreement, we will not be liable for any Loss you or any other person may suffer in connection with the use of the Credit Card Mode and Debit Card Mode on the Applicable Card howsoever arising, whether direct or indirect and whether reasonably foreseeable or not, even if we have been advised of the possibility of the Loss, including Loss from:

- (a) any selection of the Credit Card Mode or Debit Card Mode by you;
- (b) any change or switch from the Credit Card Mode to the Debit Card Mode and vice versa, made by you;
- (c) any incorrect interpretation by us of Instructions given by you;
- (d) any delay, interception, loss, inaccurate or incomplete transmission, error or otherwise in respect of the Credit Card Mode and Debit Card Mode;
- (e) any act or failure to act by a third party, including but not limited to Mastercard, beyond our reasonable control;
- (f) any delay or inability on our part to perform any of our obligations under these Spending Modes Terms and Conditions 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;
- (g) 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;
- (h) any fraud or forgery; or
- (i) unavailability or improper or incorrect functioning of the Credit Card Mode and/or the Debit Card Mode.

4.3. You agree to fully 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 the use of the Credit Card Mode and/or the Debit Card Mode, for whatever reason.

- 4.4. We may change the contents of these Spending Modes Terms and Conditions 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 your Applicable Card after the specified date, you shall be considered to have accepted the changes.
- 4.5. We may notify you of any changes to these Spending Modes Terms and Conditions 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.
- 4.6. A person who is not a party to these Spending Modes Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act 2001 of the Republic of Singapore (as may be amended and substituted from time to time) to enforce or enjoy the benefit of any term in these Spending Modes Terms and Conditions.
- 4.7. These Spending Modes Terms and Conditions are governed by the laws of Singapore.
- 4.8. You shall submit to the non-exclusive jurisdiction of the courts of Singapore. We may take enforcement action and initiate proceedings in the courts of any other jurisdiction where you have assets. To the extent allowed by Applicable Laws, we may take proceedings in any number of jurisdictions at the same time. You agree to only initiate an action in the courts of Singapore.

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