# Terms and Conditions Governing Split Payment ("Split Payment Terms and Conditions")

- The Split Payment feature of a Mari Credit Card allows you to apply for and obtain an
  instalment payment plan using your Mari Credit Card. These Split Payment Terms and
  Conditions govern your Split Payment with MariBank Singapore Private Limited
  ("MariBank"). By utilising Split Payment, you are deemed to have read, understood
  and accepted all the terms in these Split Payment Terms and Conditions.
- 2. These Split Payment Terms and Conditions supplement, and are to be read together with:
  - (a) the MariBank Cardmembers' Agreement ("Specific Terms");
  - (b) other terms and conditions governing the Mari Credit Card ("Other Specific Terms");
  - (c) the General Personal Banking Terms and Conditions ("General Terms"); and
  - (d) the terms and conditions of any other document or agreement governing your relationship with us ("Other General Terms"),

each of the foregoing as may be amended, modified or supplemented from time to time, and which collectively form part of the Banking Agreement (as defined in the General Terms).

- 3. Words and expressions defined in the Specific Terms, Other Specific Terms, General Terms, and Other General Terms shall, unless otherwise defined in these Split Payment Terms and Conditions, have the same meaning in these Split Payment Terms and Conditions.
- 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) these Split Payment Terms and Conditions;
  - (b) the Other Specific Terms;
  - (c) the Specific Terms;
  - (d) the Other General Terms; and then
  - (e) the General Terms.
- 5. We may amend or supplement these Split Payment Terms and Conditions at any time without reason, at our sole discretion and without assuming any liability. In such a case, we will notify you before the amendment or supplement shall take effect as from the date of such notice or the date specified in such notice. If you utilise Split Payment after these Split Payment Terms and Conditions have been amended, you shall be deemed to have accepted the amendments without reservation.
- 6. The words "we", "us", "our" or any of their derivatives in these Split Payment Terms and Conditions refer to MariBank. The words "you", "your", "yours" or any derivatives in these Split Payment Terms and Conditions refer to the person who is applying for or has applied for or utilised Split Payment.

- 7. For the purposes of these Split Payment Terms and Conditions:
  - i. "Approved Transaction Amount" means the total transaction amount of Eligible Transaction(s) that has/have been approved by MariBank for a Split Payment, as set out in the confirmation note for the Split Payment.
  - ii. "Cashback" has the same meaning as ascribed to it in the Terms and Conditions Governing Cashback for Mari Credit Card.
  - iii. "Eligible Principal Cardmember" means the principal cardmember of a Mari Credit Card Account.
  - iv. "Eligible Transaction" means a transaction which is:
    - a. posted to a Mari Credit Card Account but has not yet been reflected in any Card Account Statement;
    - b. a retail transaction;
    - c. not any of the following:
      - i. transactions relating to Instant Loan;
      - ii. Mari Credit Card Instant Checkout purchases or transactions, whether the purchase or transaction amounts are paid in full or in monthly instalments:
      - iii. instalment payment plan transactions;
      - iv. any fees and charges that are imposed by us, excluding any Foreign Currency Transactions fees and charges and Currency Conversion Fee, both as set out in the Fee Table, that are not posted to your Mari Credit Card Account separately from the Mari Credit Card transaction that these fees and/or charges are imposed on;
      - v. transactions that are being or have been disputed;
      - vi. transactions relating to Cashback; and
      - vii. such other transactions as we may notify you of from time to time.
  - v. "Excess Amount" means any of the following, as determined at the point of time when the relevant Split Payment Application (as defined at Clause 8 below) is submitted:
    - a. any payment in excess of the Statement Due;
    - any refunded amounts of Mari Credit Card transactions, whether the refund is in full or in part, that are posted to your Mari Credit Card Account after your latest Card Account Statement date; and
    - c. any amounts that are posted to your Mari Credit Card Account after your latest Card Account Statement date because of any waiver granted by us.
  - vi. "Instant Loan" has the same meaning as ascribed to it in the Terms and Conditions Governing Mari Credit Card Instant Loan.
  - vii. "Mari Credit Card" means a Mari Credit Card issued by MariBank.
  - viii. "Mari Credit Card Instant Checkout" has the same meaning as ascribed to it in the Specific Terms.
  - ix. "Split Payment Due Amount" is the sum of:
    - a. the Split Payment Instalment Amount(s) which has/have been posted to your Mari Credit Card Account and is/are outstanding as at the date of your latest Card Account Statement; and
    - b. any fees, charges or interest that are imposed, on or in connection with, any Split Payment or Split Payment Instalment Amount, which have been posted

- to your Mari Credit Card Account and are outstanding as at the date of your latest Card Account Statement.
- x. "Split Payment Processing Fee" means the one-time non-refundable upfront processing fee as set out in the Fee Table.

### **Split Payment Application**

- 8. To submit an application for Split Payment ("**Split Payment Application**"), you must fulfil the following conditions to our absolute satisfaction:
  - i. you must be an Eligible Principal Cardmember;
  - ii. your Mari Credit Card Account must be in good standing at all times as determined by us in our sole and absolute discretion; and
  - iii. you must not be in breach of any of these Split Payment Terms and Conditions or the terms of any other part of the Banking Agreement.
- 9. A Split Payment Application must be for:
  - i. an Eligible Transaction that has a transaction amount that is at least the minimum Singapore Dollar amount; or
  - ii. multiple Eligible Transactions which have a total transaction amount that is at least the minimum Singapore Dollar amount,
  - such minimum Singapore Dollar amount shall be as displayed in the MariBank mobile application (the "MariBank App") when you apply for a Split Payment or as otherwise notified to you from time to time.
- 10. A Split Payment Application cannot be for an amount which exceeds the transaction amount of the Eligible Transaction or the total transaction amount of all Eligible Transactions, as the case may be, less any Excess Amount(s), as determined at the point of time when the relevant Split Payment Application is submitted.
- 11. In the case of foreign currency transactions (i.e. transactions that are not charged in Singapore Dollars), the transaction amount that is posted in your Mari Credit Card Account in Singapore Dollars (inclusive of the prevailing charges and fees as set out in our Fee Table for foreign currency transactions that are charged to your Mari Credit Card) will be used to determine whether or not the minimum Singapore Dollar amount (mentioned above at Clause 9) is met.
- 12. Split Payment Applications may allow for the selection of multiple tenor options, which may vary from time to time at our sole discretion.
- 13. You agree that we have sole and absolute discretion to determine all matters arising out of or in connection with Split Payment including whether to provide Split Payment(s) hereunder to you and whether or not a transaction qualifies as an Eligible Transaction. We reserve the right to reject any Split Payment Application and shall be under no obligation to provide any reasons for or information in respect of any unsuccessful Split Payment Application.
- 14. You warrant that there are no changes or adverse circumstances which may materially and/or adversely affect your ability to perform or discharge your obligations under

these Split Payment Terms and Conditions. By submitting a Split Payment Application, you acknowledge and agree that your Split Payment Application is irrevocable.

## **Payment Obligations**

- 15. Upon approval of your Split Payment Application:
  - i. we will send you a confirmation note setting out the details of your Split Payment.
     Detailed information will also be displayed in the MariBank App; and
  - ii. your available Credit Limit will be reduced by blocking out an amount equivalent to the sum of the Approved Transaction Amount and Split Payment Processing Fee, but will be progressively restored with each instalment payment received by us.

## 16. You shall pay us:

- i. the full Split Payment Due Amount by the applicable payment due date, as specified in your latest Card Account Statement; or
- ii. at least 3% of the Split Payment Due Amount by the applicable payment due date, as specified in your latest Card Account Statement.
- 17. If the amount due for payment under Split Payment as per your latest Card Account Statement (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 in your Mari Credit Card Account (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.
- 18. 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 in your Mari Credit Card Account (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.
- 19. Interest or finance charges for late payments accrued on a Mari Credit 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 Mari Credit Card Account on the 21<sup>st</sup> day of each calendar month or on such other day or days that we may determine.
- 20. Early repayment of a Split Payment by you, whether in whole or in part, prior to the expiry of the Split Payment's tenor is not allowed. Any repayment amount in excess of the total outstanding amounts at the point of receipt may be applied in accordance with the Specific Terms.
- 21. The total repayment amount is the sum of the Approved Transaction Amount plus any applicable fees and charges as set out in the Fee Table ("**Total Repayment Amount**").

The monthly instalment amount for a Split Payment ("Split Payment Instalment Amount") shall be computed using the following formula:

Approved Transaction Amount
Number of months as stated in the tenor

- 22. In the event the Approved Transaction Amount cannot be divided into equal Split Payment Instalment Amounts, we have the discretion to determine the amount of each Split Payment Instalment Amount as long as the total sum of the Split Payment Instalment Amounts does not exceed the Approved Transaction Amount.
- 23. Without prejudice to any of our other rights in the Banking Agreement, we shall be entitled to demand from you immediate repayment of any or all amounts you owe us under existing Split Payment(s) at any time and for any reason, including but not limited to, upon the occurrence of any one or more of the following events:
  - i. you threaten to breach or you have breached any of these Split Payment Terms and Conditions or the terms of any other part of the Banking Agreement;
  - ii. you default in the payment of any sums due under any Split Payment(s) or under any other products or services offered by us or our Affiliates;
  - iii. you default under any other agreement involving the borrowing of monies or the granting of advances or credit which gives the creditor concerned the right to accelerate repayment or withdraw the advance or credit;
  - iv. you terminate your Mari Credit Card;
  - v. you do not comply with any Applicable Laws;
  - vi. in our opinion, the Split Payment(s) are not utilised in a proper or regular manner;
  - vii. in our opinion, a banking relationship with you is no longer appropriate;
  - viii. it shall become unlawful for you to observe, perform or fulfill any of the terms or obligations of the Banking Agreement;
  - ix. we determine that it is or will become unlawful or contrary to any Applicable Laws for the Split Payment(s) or any part thereof to remain outstanding, or for us to carry out any of our obligations or exercise any rights under the Banking Agreement;
  - x. any representation, warranty or statement made by you is incorrect or untrue;
  - xi. any information or document provided to us by you is untrue, inaccurate or misleading;
  - xii. you become bankrupt or subject to judicial proceedings or are unable to pay your debts when they become due, or a statutory demand is served against you, or a petition is presented by or against you for bankruptcy or other proceedings for the relief of debtors, or a receiver, trustee or similar official is appointed in respect of all or part of your assets, or you are otherwise insolvent;
  - xiii. your assets are in jeopardy or subject to enforcement of a judgment by any party;
  - xiv. a distress, execution, writ of seizure and sale, garnishee order, injunction, attachment, or any form of action is levied upon or issued against any property or assets of yours;
  - xv. you enter into any arrangement or composition for the benefit of your creditors;
  - xvi. any legal proceedings, suits or actions whatsoever (whether criminal or civil) and wheresoever is instituted against you;

- xvii. any event happens which, in our opinion, may have a material or adverse effect on your financial condition, assets or compliance with these Split Payment Terms and Conditions or the terms of the Banking Agreement;
- xviii. any event of default (howsoever described) occurs under any agreements or arrangements between you and us;
- xix. your utilisation of the Split Payment(s) would constitute a breach of our agreement with any other party;
- xx. you become deceased or become mentally unsound or incapacitated; or
- xxi. you are prosecuted for any felony, fraud, embezzlement, misappropriation of funds, criminal offence or other offence of moral turpitude before any court, tribunal, statutory or governmental body, department, body or agency.

## Interest, Fees and Charges

- 24. We will charge interest, fees and charges on Split Payment as set out in the Fee Table. Fee amounts offered to you are subject to MariBank's discretion based on various factors, including but not limited to, your personal credit and income profile and may differ from the published amount and/or the fee amounts offered to other Split Payment applicants.
- 25. We will inform you of the interest, fees and charges, as well as the Total Repayment Amount applicable to your Split Payment, via the MariBank App, at the time when you are making the Split Payment Application for the aforementioned Split Payment. Fees and charges may vary across individual Split Payments, from time to time, at our sole discretion based on various factors including your personal credit and income profile.
- 26. The Split Payment Processing Fee shall be charged together with the first Split Payment Instalment Amount.
- 27. Unless we notify you otherwise, the interest, fees and charges set out in the Fee Table will apply.

#### Cashback

- 28. Cashback will not be awarded for transactions that are made pursuant to or in connection with Split Payment, including fees and charges that are imposed by us in relation to Split Payment.
- 29. We will reverse all Cashback awarded for transactions which you successfully apply for Split Payment for and reserve the right to retract, deduct, re-compute, withdraw and/or cancel all such Cashback.

#### **Termination/Cancellation**

30. We may suspend the availability of new Split Payment(s) or terminate any existing Split Payment(s) at any time, upon giving you notice.

- 31. Upon termination of any existing Split Payment(s), you must immediately repay us all outstanding amounts under that Split Payment(s), including, but without limitation, any fees or charges due in respect of that Split Payment(s).
- 32. Prior to the expiry of the tenor of your Split Payment(s), if your Mari Credit Card and/or Mari Credit Card Account and/or entitlement to utilise Split Payment and/or any Split Payment(s) is/are terminated by us for any reason, the remaining outstanding instalments for all Split Payment(s) shall be billed to you in your Card Account Statement and become payable. We have the right to declare such remaining amounts as immediately due and payable, and to exercise any such rights as provided under the Banking Agreement.

#### General

- 33. Unless expressly provided to the contrary in these Split Payment Terms and Conditions, a person who is not a party to these Split Payment 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 Split Payment Terms and Conditions.
- 34. The consent of any persons who are not parties to these Split Payment Terms and Conditions is not required to rescind, amend or vary these Split Payment Terms and Conditions.
- 35. These Split Payment Terms and Conditions are governed by the laws of Singapore.
- 36. 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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