

TERMS AND CONDITIONS GOVERNING MARI CREDIT CARD INSTANT LOAN

1. APPLICATION OF THESE TERMS

- 1.1 The Instant Loan feature allows you to request for and obtain loan(s) ("**Instant Loan**") using your Mari Credit Card. These terms ("**Instant Loan Terms**") govern your use of Instant Loan. By utilising Instant Loan, you are deemed to have read, understood and accepted all the terms in these Instant Loan Terms. These Instant Loan Terms 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).

- 1.2 Words and expressions defined in the Specific Terms, Other Specific Terms, General Terms, and Other General Terms shall, unless otherwise defined in these Instant Loan Terms, have the same meaning in these Instant Loan Terms.

- 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) these Instant Loan Terms;
- (b) the Other Specific Terms;
- (c) the Specific Terms;
- (d) the Other General Terms; and then
- (e) the General Terms.

- 1.4 We may amend or supplement these Instant Loan Terms 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 Instant Loan after these Instant Loan Terms have been amended, you shall be deemed to have accepted the amendments without reservation.

- 1.5 The words "we", "us", "our" or any of their derivatives in these Instant Loan Terms refer to MariBank Singapore Private Limited ("**MariBank**"). The words "you", "your", "yours" or any derivatives in these Instant Loan Terms refer to the person who has requested for or utilised Instant Loan.

2. INSTANT LOAN

- 2.1 A portion of your Credit Limit on the Mari Credit Card may be utilised for Instant Loan from time to time at your request, to be granted at our sole discretion.
- 2.2 You must have a valid Card Account in order to be eligible to apply for Instant Loan, and to submit a request for individual loan(s) (a **"Loan Request"**). Such Card Account must be in good standing and in this regard, 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 Instant Loan Terms (if approved pursuant to Clause 2.5 below). By submitting a Loan Request, you acknowledge and agree that your Loan Request is irrevocable.
- 2.3 A Loan Request must be:
- (a) for at least the minimum Singapore dollar amount; and
 - (b) in multiples of the minimum Singapore dollar amount,
- each of which as we determine from time to time, and as displayed in the Maribank mobile application (the **"MariBank App"**) when you apply for an Instant Loan or as otherwise notified to you from time to time. The maximum available Instant Loan loan amount will be determined by us in our sole and absolute discretion, and may vary from time to time depending on factors including but not limited to your Card Account status and credit history.
- 2.4 Loan Requests may allow for the selection of multiple tenor options, which may vary from time to time at our sole discretion.
- 2.5 You agree that we have sole discretion to determine whether to provide Instant Loan(s) hereunder to you. We reserve the right to reject any Loan Request and shall be under no obligation to provide any reasons for or information in respect of any unsuccessful Loan Request.
- 2.6 Loan instalments shall be paid in full, on or before the applicable payment due date, as specified in your Card Account Statement or as otherwise notified to you from time to time.
- 2.7 Early repayment of the Instant Loan(s) by you, whether in whole or in part, prior to the expiry of each Instant Loan's respective loan 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 Cardmembers' Agreement.
- 2.8 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 Instant Loan(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:
- (a) you threaten to breach or you have breached any of these Instant Loan Terms or the terms of any other part of the Banking Agreement;
 - (b) you default in the payment of any sums due under any Instant Loan(s) or under any other products or services offered by us or our Affiliates;

- (c) 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;
- (d) you terminate your Mari Credit Card;
- (e) you do not comply with any Applicable Laws;
- (f) in our opinion, the Instant Loan(s) are not utilised in a proper or regular manner;
- (g) in our opinion, a banking relationship with you is no longer appropriate;
- (h) it shall become unlawful for you to observe, perform or fulfill any of the terms or obligations of the Banking Agreement;
- (i) we determine that it is or will become unlawful or contrary to any Applicable Laws for the Instant Loan(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;
- (j) any representation, warranty or statement made by you is incorrect or untrue;
- (k) any information or document provided to us by you is untrue, inaccurate or misleading;
- (l) 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;
- (m) your assets are in jeopardy or subject to enforcement of a judgment by any party;
- (n) 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;
- (o) you enter into any arrangement or composition for the benefit of your creditors;
- (p) any legal proceedings, suits or actions whatsoever (whether criminal or civil) and wheresoever is instituted against you;
- (q) any event happens which, in our opinion, may have a material or adverse effect on your financial condition, assets or compliance with these Instant Loan Terms or the terms of the Banking Agreement;
- (r) any event of default (howsoever described) occurs under any agreements or arrangements between you and us;
- (s) your utilisation of the Instant Loan(s) would constitute a breach of our agreement with any other party;

- (t) you become deceased or become mentally unsound or incapacitated; or
 - (u) 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.
- 2.9 Instant Loan(s), including any interest, fees and charges, will not be eligible to earn any Cashback offered by MariBank unless otherwise specified.

3. INSTANT LOAN DISBURSEMENT

- 3.1 Upon approving your Loan Request, we will send you a confirmation note setting out the details of your Instant Loan , including the approved Instant Loan loan amount ("**Approved Loan Amount**"). Detailed information will also be displayed in the MariBank App.
- 3.2 The total repayment amount ("**Total Repayment Amount**") is the sum of the Approved Loan Amount plus any applicable interest, fees and charges as set out in the Fee Table. The monthly instalment amount ("**Monthly Instalment Amount**") is derived from dividing the Total Repayment Amount with the number of months as stated in the loan tenor.
- 3.3 Your available Credit Limit will be reduced by blocking out an amount equivalent to the Total Repayment Amount under the Credit Limit, but will be progressively restored upon each instalment payment that we receive.
- 3.4 The amount disbursed ("**Disbursed Amount**") will be the Approved Loan Amount, minus any applicable upfront fees and charges as set out in the Fee Table.
- 3.5 The Disbursed Amount will be credited to your Mari Savings Account, other bank account(s) or by such other means set out in the MariBank App as specified by you in your Loan Request. You represent, warrant and confirm that you are the beneficial owner of any disbursement account which you may request that we credit the Disbursed Amount to. You are responsible for ensuring the accuracy and completeness of the details of the disbursement account contained in your Loan Request. If any of the details of the disbursement account specified in your Loan Request is incorrect, we will not be liable or responsible to recall any funds so disbursed and in such event, any disbursed funds are recoverable only at the discretion of the recipient bank and subject to the consent of the recipient.

4. INSTANT LOAN INTEREST, FEES AND CHARGES

- 4.1 We may charge interest, fees and charges on Instant Loan(s) as set out in the Fee Table. Interest rate and fee amounts offered to you are based on your personal credit profile and may differ from the published rate and/or the rate and fee amounts offered to other borrowers of Instant Loan.
- 4.2 We will inform you of the interest, fees and charges, as well as the total repayment amount applicable to your Instant Loan(s) via the MariBank App at the time of each Loan Request. Interest, fees and charges may vary across individual Instant Loan(s), from time to time, at our sole discretion based on various factors including your personal credit and income profile.

4.3 The total interest payable by you on the Approved Loan Amount ("**Interest**") shall be computed by multiplying the Approved Loan Amount by the applicable monthly interest rate and loan tenor.

4.4 The Monthly Instalment Amount for the Approved Loan Amount shall be computed based on:

$$\text{Approved Loan Amount} + \text{Interest}$$

$$\text{Number of months as stated in the loan tenor}$$

4.5 Unless we notify you otherwise, the interest, fees and charges set out in the Fee Table will apply.

5. TERMINATION / CANCELLATION

5.1 We may suspend the availability of new Instant Loan(s) or terminate any existing Instant Loan(s) at any time, upon giving you notice.

5.2 Upon termination of any existing Instant Loan(s), you must immediately repay us all outstanding amounts under that Instant Loan(s), including, but without limitation, all outstanding principal, interest and any fees or charges due in respect of that Instant Loan.

5.3 Prior to the expiry of the loan tenor of your Instant Loan(s), if your Card and/or Card Account and/or entitlement to utilise Instant Loan and/or any Instant Loan(s) is/are terminated by us for any reason, the remaining outstanding monthly instalments for all Instant Loan(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.

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