



Effective as at 30 June 2011

Maybank Debit ATM Card Agreement

This Agreement contains the terms and conditions applicable to your Card and your Card Account(s). Please read them carefully before you sign or use the Card. Upon signing or using the Card, you will be bound by the terms and conditions of this Agreement.

When you read this Agreement, bear in mind that "you", "your" and "Cardmember" mean the person named on the Card. The words "we", "our" and "us" refer to Malayan Banking Berhad, Singapore Branch and its successors and assigns.

1. CARD/PIN

1.1 RECEIPT OF CARD/PIN

Once your application for a Card is approved, we shall send you the Card and a PIN to be used in conjunction with your Card to your address registered in our records. We are not liable for any loss or damage which you may suffer if you fail to receive the Card and/or the PIN. Upon receipt of your Card, you should sign the Card if you intend to use it. By doing so, you will be bound by the terms and conditions of this Agreement.

1.2 CARD TRANSACTIONS

You may use your Card and/or PIN for effecting Card Transactions, including transactions through the ATM and/or Card Not Present Transactions and/or Debit Transactions and/or any other transaction effected or carried out through any Electronic Service. No other person is allowed to use the Card and/or PIN to carry out any Card Transactions. We may determine at our sole discretion the facilities that you may utilise using your PIN. Should we decide to, we may also modify any such facilities.

1.3 POINT OF SALE TRANSACTIONS

You may effect Point of Sale Transactions by signature and/or by PIN at Merchants' point of sale terminals.

1.4 SAFEGUARD CARD AND PIN

You are to take all precautions to safeguard your Card and PIN. You will remain liable for all unauthorised Card Transactions on your Card unless the conditions in Clause 5.3 below are fulfilled, in which case you shall be responsible for unauthorised Card Transactions made, up to S\$100. Additionally, as Card Transactions may be effected by signature, the safekeeping of your Card is important to prevent unauthorised Card Transactions.

2. SPENDING LIMIT AND AVAILABLE BALANCE

2.1 SPENDING LIMIT

We may set a Spending Limit in relation to your Card Account, which we may vary without notice. We may set different Spending Limits for different types of Card Transactions (including an ATM Limit), which we may also vary without notice. The duration to which the Spending Limit is applicable shall be as prescribed by us and may vary for different types of Card Transactions.

2.2 ATM LIMIT

We may set an ATM Limit in relation to your Card Account, which we may vary without notice. You must not use or attempt to use your Card to effect any cash withdrawal or any other Card Transactions if the ATM Limit or Available Balance would be exceeded.

2.3 EARMARKED ON CARD ACCOUNT

Whenever we are informed or notified that any Card Transaction has been effected or completed or is proposed to be effected or completed on a Card Account, we may earmark or

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set aside out of the Available Balance on a Card Account an amount estimated by us or the Merchant to meet the amount for which that Card Transaction has been effected or completed or is likely to be effected or completed. Should we earmark or set aside any amount, the balance in your Card Account shall be reduced by such amounts that we earmarked or set aside. You may not stop payment on such Card Transaction nor use any amount earmarked or set aside by us.

2.4 CHARGES NOT TO EXCEED AVAILABLE BALANCE OR SPENDING LIMIT

You may effect a Card Transaction only if there are sufficient funds in your Card Account to cover such Card Transaction and the total charges incurred under your Card Account shall not exceed the Spending Limit that we have set for your Card Account. You shall not effect or attempt to effect any Card Transaction that would result in your Available Balance or Spending Limit being exceeded. We may also refuse to authorise any Card Transaction that you wish to effect even if such Card Transaction would not cause your Available Balance or Spending Limit to be exceeded.

2.5 EXCEEDING SPENDING LIMIT

Notwithstanding any other provisions of this Agreement, we may in our discretion and without giving prior notice approve, authorise or allow any Card Transaction to be effected during any period even though such Card Transaction would result in your Card Account being overdrawn and/or your Spending Limit being exceeded as a consequence. Our determination on whether your Spending Limit has been exceeded shall be conclusive and binding on you.

3. OPERATING YOUR CARD ACCOUNT

3.1 LIABILITY FOR CARD TRANSACTIONS

Except as otherwise provided herein, you are liable for all Card Transactions and cash advances. In addition, you shall be responsible for unauthorised Card Transactions made, up to S\$100, provided that the conditions in Clause 5.3 below are fulfilled.

3.2 OVERDRAWN CARD ACCOUNTS

We may at our discretion allow your Card Account(s) to be overdrawn. We may charge interest and fees, calculated at such rate or amount as we may determine on such overdrawn amount. We may debit the interest and fees to your Card Account(s) monthly or at such other intervals as we may determine. The overdrawn amount, the interest and fees shall be payable by you on demand.

3.3 JOINT CARD ACCOUNT

Where the Card Account is in joint names and may be operated by any account holder singly, we may, at the request of any holder of the Card Account, issue a Card to such holder. All the joint Card Account holders are jointly and severally liable for the use of a Card under this Agreement.

3.4 DEBIT ACCOUNT

Notwithstanding Clause 3.3 above, in the case where the Card Account includes a Debit Account, we may request each holder of the Card to maintain a separate Debit Account with us, from which Debit Transactions are effected.

3.5 USE OF ELECTRONIC SERVICES

(a) We and/or the Participants may at any time without notice to you:

- (i) determine and vary the frequency and manner of use of Electronic Services, transaction limits, operating hours, type of facilities and services available through Electronic Services; or
- (ii) add or delete any Participant.

(b) Except as provided in Clause 5.3 below, you will be responsible for all Card Transactions made by the use or purported use of the Electronic Services by any person, with or without your authority, knowledge or consent, and may not claim against us in respect of any such use or purported use.

- (c) We and/or the Participants may at any time, without notice to you and without assigning any reason therefor, and without liability for any inconvenience, loss, damage or injury suffered by you or any third party:
 - (i) limit, suspend or terminate any or all of the Electronic Services;
 - (ii) disallow any Card Transaction or allow a Card Transaction subject to such conditions as we see fit;
 - (iii) revoke or suspend your right and authority to use Electronic Services; or
 - (iv) retain or reject any Card and/or PIN.
- (d) Any claims against or disputes with a Participant are to be settled between you and the Participant. You will not claim against us in this respect.
- (e) Cash and proceeds of cheques (including house cheques) deposited through the Electronic Services cannot be withdrawn until collected and verified by us. Our determination of the amount deposited shall be conclusive against and binding on you.

3.6 SETTLEMENT

You hereby authorise us to debit your Card Account(s) for the settlement of all Card Transactions.

4. CHARGES AND FEES

4.1 CASH WITHDRAWAL FEE

We may debit your Card Account(s) with a fee for each cash withdrawal. We may at our discretion waive such fee or charge for any cash withdrawal. However, such a waiver shall not oblige us to waive the fee for any other or future cash withdrawal.

4.2 OTHER CHARGES

In addition to the above, we may also debit your Card Account(s) and/or any other account you maintain with us where applicable for the following charges including but not limited to:

- (a) cheque processing fee of such amount(s) as we may prescribe in the event that any cheque tendered in purported payment of any charges recorded in the Card Account(s) is dishonoured for any reason whatsoever;
- (b) administrative fee of such amount(s) as we may prescribe for any records, statements, sales drafts, credit vouchers or other documents relating to the use of the Card and copies thereof which are made available at your request;
- (c) where by any arrangement between you and any financial institution, any payment is to be made to us for credit to the Card Account(s), whether at regular intervals or otherwise, a fee of such amount(s) as we may prescribe from time to time for each occasion when any payment to us is not effected at the time when such payment should have been effected in accordance with such arrangement; and
- (d) any other fees and charges not specified above which we may impose at our discretion upon giving you prior written notice.

4.3 RIGHT TO VARY CHARGES

We may at our discretion vary the rate or amount of any charge, fee or interest payable under this Agreement.

4.4 GOODS AND SERVICES TAX

You shall be responsible for all goods and services tax and all taxes imposed on or payable in respect of any amount required to be paid under this Agreement. We may debit the amount of such tax to your Card Account(s) or debit the amount from any other account(s) you maintain with us.

4.5 CHARGES RESULTING IN OVERDRAWN CARD ACCOUNT

We shall be entitled to debit your Card Account(s) or any other account(s) you maintain with us in respect of any sum owed by you to us (whether incurred as Card Transactions, fees,

charges, interests or otherwise) even if your Card Account(s) would be overdrawn as a consequence.

4.6 REVERSAL OF ENTRIES

If any payment has been made by us as a result of any Card Transaction:

- (a) and the Card Account was consequently debited, but the debit was reversed in error or the Card Account was not debited at all; or
- (b) after any payment instruction was given on the Card Account but before such payment instruction has been honoured,

then we shall be entitled to correct the Card Account by (i) debiting the Card Account with the amount paid by us; or (ii) by dishonouring or returning cheques or other instruments and reversing the payment instruction, if there are insufficient funds available in the Card Account, as the case may be.

4.7 USE OF CARD OUTSIDE SINGAPORE

Card Transactions in foreign currencies other than United States dollars will first be converted into United States dollars and thereafter, be converted into Singapore dollars. Card Transactions in United States dollars shall be converted into Singapore dollars. The rate of conversion shall be determined by the relevant card association (for example, MasterCard International Inc or Visa International Service Association) or us or any other relevant entity. The rate of conversion shall be the relevant rate on the posting date of the Card Transaction. We shall charge you an administrative fee of 1.5% of the converted amount (where applicable), or such other fee as we may determine from time to time. In addition, all Card Transactions in foreign currencies may be subject to a charge imposed by such relevant card association or any other relevant entity.

5. LOSS, THEFT OF CARD OR DISCLOSURE OF CARD DETAILS/PIN

5.1 DUTY TO PREVENT LOSS, THEFT OR FRAUD

Your Card remains our property at all times and must be returned to us on request or on cancellation or termination of the Card and/or this Agreement. You must keep your Card securely and ensure that your Card Account number, PIN and other details of your Card are not disclosed to any other person. The Card is to be used solely by you and must not be transferred or pledged as security in any way.

5.2 DUTY TO NOTIFY US

You must notify us immediately if (a) the details of your Card are disclosed or known to any other person or (b) the PIN is disclosed or known to any other person or (c) the Card is lost or damaged or used by any other person or (d) any other event occurs which would, under the terms of this Agreement, allow us to suspend or cancel the use of the Card or any Electronic Services. In certain circumstances, we may also require you to make a statutory declaration and/or a police report accompanied by written confirmation of the loss, theft or disclosure and any other information that we may require. After receipt of any such notice from you, we may suspend or cancel your use of the Card and/or any Electronic Services at any time.

5.3 LIABILITY FOR LOST/STOLEN CARDS OR DISCLOSURE OF CARD DETAILS/PIN

If your Card is lost or stolen or if the PIN or other detail of your Card is disclosed or known to any other person, your liability for unauthorised Card Transactions effected after such loss, theft or unauthorised disclosure or knowledge but before we are notified thereof shall be limited to S\$100 only if:

- (a) you have immediately notified us of the loss, theft or unauthorised disclosure;
- (b) you assist us in the recovery of the unauthorised charges incurred;
- (c) at our request you furnish us with a statutory declaration and/or 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 negligence or default.

You shall not be liable for any Card Transactions carried out after we have been notified of the loss, theft or disclosure.

5.4 USE OF CARD

If the PIN is disclosed or known to any other person or the Card is used by any other person, you must not use the PIN and/or the Card until we issue a replacement PIN and/or Card to you. If you recover the lost or stolen Card, you must not use it and must immediately return the said Card to us cut in half.

5.5 REPLACEMENT OF CARD OR PIN

Following the occurrence of any event referred to in Clause 5.2 above, we may at our discretion issue a replacement PIN and/or Card and charge a replacement fee.

6. TERMINATION OF USE OF CARD AND CARD ACCOUNT

6.1 OUR RIGHT TO TERMINATE

We may suspend or terminate your Card Account(s), the use of the Card or your usage of Electronic Services at any time without having to give any reasons or notice.

6.2 YOUR RIGHT TO TERMINATE

You may terminate your Card Account(s) or the use of the Card at any time by giving us written notice.

6.3 OBLIGATIONS UPON TERMINATION

Upon the termination of your Card Account(s) or the use of your Card for whatever reason, you shall not use or attempt to use the PIN and/or Card. Any such use shall be fraudulent. You must return to us the Card cut in half. There will be no refund of any fees paid upon the termination of the Card for any reason whatsoever. Your obligations under this Agreement will continue and we shall remain entitled to debit your Card Account(s) or any other account(s) you maintain with us for all charges as well as Card Transactions that are carried out before or after the termination of your Card Account(s). Until such Card Transactions and any charges that may be imposed in this Agreement are paid in full, you (and any other person, if any, in whose name the Card Account(s) is maintained) shall remain liable to us.

7. LIABILITY OF CARDHOLDERS

You shall be liable for, and shall pay, us, on demand, the balance due to us on your Card Account(s), including all charges debited to your Card Account(s) in accordance with this Agreement or any other agreement between you (whether alone or jointly with any other person or persons) and us.

8. EXCLUSIONS AND EXCEPTIONS

8.1 NON-ACCEPTANCE OF CARD

We are not liable in any way:

- (a) should your Card or PIN be rejected by a Merchant or Participant 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 delay or inability on our part to perform any of our obligations under this Agreement or otherwise if such delay or inability arises from a failure of, or any unauthorised and/or unlawful access to, any machines, data processing system, transmission link or arising from any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, civil disturbance, war or warlike hostilities, civil commotions, riots, blockades, embargoes, sabotage, strikes, lockouts, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors or any event outside our control or the control of any of our servants, agents or contractors or any fraud or forgery;
- (d) for any damage to or loss or inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card;

- (e) for our compliance with any instruction given or purported to be given by you relating to Electronic Services, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction;
- (f) for the interception by or disclosure to any person (whether lawful or otherwise) of any data or information relating to you or any Card Transaction or Card Account transmitted through or stored in any electronic system or medium, howsoever caused;
- (g) if you are deprived of the use of any Electronic Services as a consequence of any action by us and/or any Participant;
- (h) any Electronic Service not being available due to system maintenance or breakdown or non-availability of any network; or
- (i) for any equipment or software providers, any service provider, any network providers (including but not limited to telecommunications providers, internet browser providers and internet access providers), any Participant, or any agent or subcontractor of any of the foregoing.

In any event, we are not and shall not be liable for anything done or omitted to be done except in the case of our gross negligence or willful default.

8.2 ISSUES WITH GOODS AND SERVICES

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 or Electronic Services nor are we responsible for any benefits, discounts or programmes of any Merchant or Participant that is made available to you. Notwithstanding the non-delivery or non-performance or defects in any such goods and services, we shall be entitled to debit your Card Account(s) the full amount pursuant to that Card Transaction. You will settle any dispute directly with the provider of the goods and services or the Merchant or Participant. Your liability to us shall not in any way be affected by such dispute or any counterclaim, right of set-off or contractual right which you may have against any Merchant or Participant or person.

8.3 NO LIABILITY FOR CONSEQUENTIAL LOSS

Neither we nor any Participant shall be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the provision and/or use of Electronic Services or your usage of the Card.

8.4 NO LIABILITY FOR CARD-NOT-PRESENT TRANSACTIONS

We may, in our discretion and without giving prior notice approve or authorise Card Not Present Transactions in which event you shall be liable for all Card Not Present Transactions effected through the use of your Card for any reason. We will not be liable to you in any way for any authorisation done in connection with Card Not Present Transactions.

8.5 RISKS OF USE

You agree that the use of the Card is at your own risk and you shall assume all risks incidental to or arising out of the use of the Card.

9. DISCLOSURE OF INFORMATION

9.1 PARTIES TO WHOM DISCLOSURE MAY BE MADE

You authorise us to disclose any particulars of your Card Account(s) and/or your use of the Card to:

- (a) any person or organisation participating in the provision of electronic or, without limitation, other services in connection with banking services or usage or loyalty benefits made available or utilised by you, whether in Singapore or outside Singapore for the purpose of the operation of the said services, including but not limited to investigating discrepancies, errors or claims;
- (b) banks, credit or charge card companies or merchants in credit or charge card enquiries;
- (c) agents appointed by us for the purpose of making, printing, mailing, storing microfilming and/or filing personalised cheques, statements of accounts, cards, labels, mailers or any

- other documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever;
- (d) any information garnering or processing organisation or department or consultant conducting survey(s) or analyses or developing system applications on our behalf;
 - (e) any person or organisation for the purpose of marketing or promoting any services or products whether our own or tied up with us;
 - (f) the relevant card association (for example, MasterCard International Inc or Visa International Service Association) or any member or licensee of such card association;
 - (g) our head office, any of our representative and branch office and any of our related company or associated company;
 - (h) any government or regulatory agency or authority or courts of any jurisdiction;
 - (i) any person or organisation for the purpose of collecting or recovering on our behalf, or securing for your benefit or repaying on your behalf, any sums of money owing to us from you;
 - (j) any Participant or third party which has a legitimate business purpose for obtaining such information, including offering you products or services in connection with or to facilitate the use of Electronic Services;
 - (k) any person or organization involved in the sending or delivering of any communication to your last known address on our records. For the purposes of this Clause, communication shall include all forms of direct mailers and advertisements (including messages printed on envelopes with our name and logo);
 - (l) to any credit bureau (including, without limitation, Credit Bureau (Singapore) Pte Ltd), as well as members of such credit bureau;
 - (m) to any credit reference or evaluation agencies wherever situated for any purpose whatsoever;
 - (n) where such disclosure is necessary to complete any Card Transaction; and
 - (o) any potential assignee or transferee of our rights or interests herein.

9.2 ADDITIONAL RIGHTS

Our rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to the Banking Act, Chapter 19 of Singapore (as may be amended and substituted from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

9.3 ACKNOWLEDGEMENT

You acknowledge that:

- (a) there may be inadvertent disclosure of Information by us and/or any of our employees or officers in the course of providing information, whether to third parties in Singapore or otherwise, relevant to Card Transactions made or purported to be made by you and you consent to such inadvertent disclosure and
- (b) equipment and software providers, service providers, network providers (including but not limited to telecommunications providers, internet browser providers or internet access providers) and third parties may have or be able to gain access to any information transmitted over the relevant system, and you agree not to hold us liable in any way in this respect.

9.4 PROVISION OF INFORMATION

You will provide us with any information or documentation that we may reasonably request relating to your use of the Card or the Electronic Services and shall cooperate with us in any related investigation or litigation.

10. SET OFF, CONSOLIDATION AND APPROPRIATION

10.1 EXTENT OF OUR RIGHTS

We shall be entitled at any time and without notice to you to combine or consolidate your accounts maintained with us (whether matured or not) and/or set off or transfer any sums that your account(s) is in credit of, towards the repayment of sums owed by you to us regardless of whether we or you have terminated the use of your Card or Card Account(s) or your use of Electronic Services and/or whether the balance owed to us has become due or payable.

- 10.2 **SET OFF AND CONSOLIDATION INVOLVING FOREIGN CURRENCIES**
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 not be recoverable from us.
- 10.3 **APPROPRIATION OF PAYMENTS**
We may apply and appropriate any and all payments made or sent by you on your behalf in such manner and order and to such Card Transaction(s) as we may determine regardless of any specific appropriation made by you or the person making the payment. In the absence of any specific appropriation on our part, all payments shall be applied towards the balance on the Card Account(s).
11. **CONCLUSIVENESS OF DOCUMENTS AND CERTIFICATES**
Any of our records relating to your Card Account(s) and Card Transactions with your signature or authorised by your PIN are conclusive evidence of their accuracy and authenticity and shall be binding on you for all purposes. You shall also notify us if you discover any errors or inaccuracies in any statement listing your Card Transactions. If you fail to inform us of any error or inaccuracy in such statement within seven (7) days from your receiving it, the contents of such statement shall be conclusive and binding on you.
12. **AMENDMENTS**
- 12.1 **CHANGES TO AGREEMENT**
We may change and/or amend the provisions of this Agreement and/or create new terms and conditions at any time by giving you 30 days notice of the changes provided that the obligation to give you advance notice does not apply if the changes are required in an emergency or where it is not practicable or reasonable to give such advance notice. The notification shall be made in accordance with Clause 12.2 below. Should you continue to keep or use the Card and/or the Electronic Services after the specified date, you shall be considered to have accepted the changes without reservation. If you do not accept the changes, you must stop using the Card and/or Electronic Services and terminate this Agreement.
- 12.2 **PUBLICATION OF CHANGES**
We may notify you of any changes to this Agreement by publishing such changes on our internet website, by displaying them at our branches or notifying you in accordance with Clause 14 below. We may however choose to inform you by other means of communication.
13. **INDEMNITY**
You will indemnify us against any liability, loss, damage, including solicitor and client costs and expenses (legal or otherwise) which we may sustain or incur, directly or indirectly, by reason of our having made available the Card or the Electronic Services or having entered into this Agreement with you or enforcement of our rights under this Agreement or in acting upon any instructions which you may give in relation to the Card or the Electronic Services or any negligence, fraud and/or misconduct on your part or on the part of any agents or representatives of yours or your breach of this Agreement.
14. **COMMUNICATION AND SERVICE OF DOCUMENTS**
- 14.1 **COMMUNICATION**
We may send any notices, statements or any other communication to you by facsimile transmission, electronic mail, ordinary prepaid post or personal delivery to your last known address. Communication and notices sent by facsimile shall be considered to have been sent and received by you on the same day. Communication and notices sent by pre-paid mail shall be considered to have been delivered on the day immediately after the date of posting if sent by post in Singapore, and considered delivered five (5) days after the date of posting if sent outside of Singapore.
- 14.2 **JOINT ACCOUNT**
In the case where the Card Account is in joint names and more than one Card is issued in relation to that Card Account in accordance with Clause 3.3, any notices, statements or any

other communication may be sent only to the Principal Cardholder.

15. MISCELLANEOUS

15.1 RECOVERY OF COSTS

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 enforcement of any of our rights shall be recoverable by us from you on a full indemnity basis.

15.2 YOUR INSTRUCTIONS

All requests or instructions from you must be in writing and signed by you. We may choose to accept any instruction from you made through electronic mail, facsimile transmission and in the case of the telephone, such instruction that we believe is given by you even if you had not actually given such instructions. Any non-written instructions shall be given to us at your risk and we shall not be responsible for any loss or damage that you may suffer. In the case where the Card Account is joint names and more than one card is issued in relation to that Card Account in accordance with Clause 3.3 above, any request or instruction from any joint Cardholder shall be binding on all other Cardholders.

15.3 PROVISIONS OF CARD ACCOUNT TO PREVAIL

The provisions of this Agreement shall supplement and not replace the provisions of any agreement you may have with us with respect to any Card Account or the Electronic Services, any other agreement(s) between us and you or any of our rights arising under any such agreement(s). Should the provisions of this Agreement and the provisions of any such other agreement conflict, the provisions of this Agreement shall prevail.

15.4 ADDITIONAL BENEFITS, SERVICES OR PROGRAMMES

We may provide at our sole discretion, additional services, benefits or programmes in connection with the use of your Card. Such additional services where provided may be withdrawn or changed at any time without notice to you. Those additional services, benefit or programmes may be subject to their own terms and conditions, including those imposed by third parties.

15.5 DELAY OR FAILURE TO EXERCISE RIGHTS

Any delay or failure by us to exercise our rights and/or remedies under this Agreement does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you of such a waiver in writing.

15.6 TERMS AND CONDITIONS

In addition to this Agreement, the use of the Card and/or Electronic Services is also subject to our prevailing terms and conditions governing accounts, terms and conditions governing internet banking services and all other terms and conditions which may be applicable to the use of the Card or any Card Transaction or which may be imposed by us from time to time. If there is any conflict or inconsistency between this Agreement and such other terms and conditions, this Agreement shall prevail.

15.7 OTHER TERMS

All provisions and features of the Card set out in the application form for the Card, any fact sheet and any other document relating to or connected with the application for the Card or usage or features of the Card shall be incorporated and form part of this Agreement. If there is a conflict or inconsistency between this Agreement and those provisions, this Agreement shall prevail.

15.8 TERMS AND CONDITIONS OF PARTICIPANTS

In the event any Participant imposes any terms and conditions on the use of any Electronic Services, such terms and conditions whether imposed directly on you or on us or any other party shall be incorporated into and form part of this Agreement. Should such terms and conditions and the provisions of this Agreement conflict, the provisions of this Agreement shall prevail.

15.9 SEVERABILITY

If any term of this Agreement is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this Agreement and rendered ineffective where possible without modifying the other terms of this Agreement.

15.10 NO WAIVER

No failure to exercise, nor any delay in exercising, on our part any right or remedy under this Agreement will operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. Our rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies provided by law.

15.11 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act Chapter 53B of Singapore, to enforce any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Agreement.

15.12 GOVERNING LAW

This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

16. DEFINITIONS

In this Agreement, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine or neuter gender and vice versa; references to persons are to be construed as references to an individual, company or trust as the context requires. Clause and other similar headings are for ease of reference and shall not affect the interpretation of any provision herein. In this Agreement, unless otherwise required:

- (a) this "Agreement" means these terms and conditions as amended, modified or supplemented from time to time;
- (b) "ATM" means an automated teller machine or card operated machine or device whether belonging to us or to MasterCard Global ATM Network or CirrusATM Network or any other similar international network in which we may participate;
- (c) "ATM Limit" means the maximum permissible limit prescribed by us in respect of ATM transactions;
- (d) "Available Balance" in relation to any Card Account means the amount by which the balance in your favour in your Card Account exceeds the aggregate of all amounts which we have set aside or earmarked in respect of all Card Transactions effected or proposed to be effected on or in respect of that Card Account;
- (e) "Card" means any contact or contactless card (including any credit or charge card), or any other electronic or computerized token, device or gadget, whether issued by us singly or jointly with any Participant, used to effect Card Transactions, including any replacement or renewed Card;
- (f) "Card Account" means any account (whether savings or current or any other account, including Debit Account (if any)) of yours maintained with us which we have designated for the settlement of Card Transactions and/or accessed by you through the Electronic Services in addition to or in substitution for the Card Account originally accessed by you through the Electronic Services;
- (g) "Card Not Present Transaction" means a Card Transaction effected in a merchant environment where the cardholder and the card are not physically present at the time of usage. Typical Card Not Present Transactions include but are not limited to internet-based transactions, mail, telephone or facsimile orders or reservations or recurring payments;
- (h) "Card Transaction" means any transaction effected at or through an ATM, a Card Not Present Transaction, a Debit Transaction and any other transaction effected or carried out through any Electronic Service;

- (i) "Debit Transaction" means any payment made or any amount charged for any goods, services and/or other benefits by, through or from the use of the Card in signature or by use of the PIN or in any other manner, regardless whether a sales draft or other voucher or form is signed by you and whether authorisation has been sought from us;
- (j) "Debit Account" means an account which we may request you to maintain with us, designated for the purpose of Debit Transactions, and which is not linked to any savings or current account;
- (k) "Electronic Services" means any banking and other services or facilities which we and/or any Participant may make available to you from time to time and offered via electronic means, including any card, electronic computerised or telecommunication devices or modes of operating accounts in or outside Singapore including any ATM services and any electronic funds transfer at the point of sale services, and where the context requires, also means any PIN and/or Card used to access Electronic Services;
- (l) "Merchant" means any person, firm or corporation which enters into an agreement with the bank, or any member or licensee of the relevant card association (for example MasterCard International Inc or Visa International Service Association), or any other electronic service provider relating to the use and/or acceptance of a Card in payment to such person whether for goods, services or charges provided or incurred;
- (m) "Participant" means any person, firm, company or organisation in Singapore or otherwise which, from time to time, participates or is involved, directly or indirectly, in providing Electronic Services or any goods and services in relation to the Card;
- (n) "PIN" means any personal identification number, password, alphanumeric symbols or characters and/or any other form of electronic identification or signature, whether issued by us or any other Participant to you or selected by you in relation to the use of the Card and/or access of Electronic Services;
- (o) "Point of Sale Transactions" means transactions initiated at Merchants' point of sale terminals;
- (p) "Principal Cardholder" means where the Card Account is in joint names and more than one Card is issued in relation to that Card Account, the first named account holder of that Card Account; and
- (q) "Spending Limit" means the maximum permissible limit prescribed by us for such duration as we may determine in respect of any Card Transactions.