

## CREDIT CARDS

### Highlights of Terms and Conditions

1. This leaflet is intended as a quick Cardmember guide only. It contains an outline of the principal Terms and Conditions found in the Maybank (Personal) Credit Card Agreement. For full details, please read the Terms and Conditions of the Maybank (Personal) Credit Card Agreement which prevail at all times. For clarifications, you may call **1800-MAYBANK** (1800-629 2265) during office hours. Terms defined in the Terms and Conditions of Maybank (Personal) Credit Card Agreement shall have the same meaning herein.

2. **Payment Grace Period:**  
20 days from statement date.

3. **Finance Charges for Purchases:**  
If payment is not made in full by the Payment Due Date, finance charges of 24% per annum will be calculated on a daily basis on the outstanding balance/transactions from the Posting Date and on all new transactions from the Posting Date to the day payment is made in full.

eCard Classic, Platinum Visa, Platinum MasterCard and Flash Credit Cardmember can enjoy a permanently low interest rate of 15% p.a., provided their Card Account has been maintained in good standing. Otherwise, interest will revert from 15% p.a. to 24% p.a. in the following month.

For a Card Account to be maintained in good standing, payment of the Total Payment Due or the minimum amount due specified in the Card Account Statement must be made to the Bank by the Payment Due Date stated therein for a minimum of 6 continuous months.

Note: No finance charge will be levied if payment is received in full by the Payment Due Date and there is no balance carried forward from the previous statement.

In addition to the finance charges, late payment charges are also payable.

*Please refer to **Clause 11 (Charges)** of the Maybank (Personal) Credit Card Agreement for more details.*

4. **Cash Advance Charges:**  
A fee of 5% of the amount withdrawn or S\$15, whichever is higher, will be levied plus a finance charge\* will be calculated on a daily basis on the amount withdrawn and the cash advance fee, from the day of the transaction to your account until the day payment is made in full.

\*Effective Interest Rate for all Maybank Credit Cards (Platinum / Classic Credit Card, Flash Credit Card & eCard): 24% p.a. (minimum)

“Cash Advance” means a disbursement of cash in any currency and/or any quasi cash transaction representing a Merchant’s sale of items (including gaming chips, opening deposits or money orders) that are directly convertible to cash, made or obtained by using the Card.

**5. Card Transactions in Foreign Currencies**

Card Transactions in foreign currencies other than US Dollars will be converted into US Dollars before being converted into Singapore Dollars. Card Transactions in US Dollars shall be converted to Singapore Dollars on the date of conversion. All conversions are subject to such exchange rate at such time as may be determined by the respective card association(s), namely Visa International Service Association and/or MasterCard International Incorporated at its absolute discretion. The conversion rate applied is based on the Posting Date of the Card Transaction to the Card Account which may be different to the rate in effect on the date of the Card Transaction. The Bank shall charge the Cardmember the converted amount, an administrative fee of 1.5% of the said amount (or such fee as the Bank may determine from time to time), and any charge levied by the card associations. The Bank may charge, credit and debit, as may be appropriate, all sums payable to the Bank under this Agreement to the Card Account.

**6. Fund Transfer Charges:**

A fund transfer processing fee, as determined by the Bank from time to time at its sole discretion, is applicable for each fund transfer application. Interest charges will be calculated on a daily basis on the amount transferred from the date the fund transfer takes place until the date the transferred amount is repaid.

**7. Minimum Monthly Repayment:**

Credit Card Account

3% of outstanding balance or S\$20, whichever is higher, plus any outstanding amount due from previous statements.

Accounts that are over limit: 3% of the credit limit plus the excess over the credit limit.

Fund Transfer Account

3% of outstanding balance plus any outstanding amount due from previous statements.

Only applies to fund transfer accounts that start with 1144-XXXX-XXXX-XXXX or 1155-XXXX-XXXX-XXXX.

**8. Late Payment Fee:**

5% of the minimum monthly repayment, subject to a minimum of S\$50.

*Please refer to **Clause 11.3 (Charges)** of the Maybank (“Personal”) Credit Card Agreement for more details.*

**9. Annual Fee and Quarterly Service Fee:**

Card	Annual Fee		Quarterly Service Fee*
	Principal Card	Supplementary Card	
Visa Classic	S\$30	S\$15	N.A.
Millennium Classic Visa	S\$30	S\$15	N.A.
Millennium Classic MasterCard	S\$30	S\$15	N.A.
eCard Classic Visa	Free	Free	S\$5
Flash Credit Classic MasterCard	Free	Free	S\$10
Horizon Platinum Visa	S\$150	Free	N.A.
Premier Platinum MasterCard	S\$180	S\$100	N.A.
Family & Friends Platinum MasterCard	S\$30	Free	N.A.
Platinum Visa	Free	Free	S\$20
Platinum MasterCard	Free	Free	S\$20

\* Waived if there is at least 1 transaction charged to either the Principal Card Account or Supplementary Card Account every 3 months

Maybank Affinity / Co-Brand Card refer to application form or [www.maybank2u.com.sg](http://www.maybank2u.com.sg) for details

**10. Disclosure of Information and/or Data:**

The Principal Cardmember and the Supplementary Cardmember irrevocably authorise the Bank, at its discretion, at any time, from time to time, to disclose any information and/or data relating to the Principal Cardmember's and Supplementary Cardmember's account(s) and/or credit cards (if any) with the Bank, or any other information as the Bank may deem necessary:

- (a) to any member of Visa International Service Association and/or MasterCard International Incorporated;
- (b) to any Merchant or bank or financial institution;
- (c) to any head office, representative and branch offices and to any related company or associated company of the Bank, in any jurisdiction;
- (d) to any government or regulatory agency or authority;
- (e) to any computer, telecommunications or other service provider;
- (f) to any Supplementary Cardmember;
- (g) to any of the Bank's potential assignee or transferee or any person who has or may enter into contracts with the Bank in relation to the Bank's interests herein;
- (h) to any credit bureau (including, without limitation, Credit Bureau (Singapore) Pte Ltd), as well as the members of such credit bureau;

- (i) to the Alumni/Association (if applicable);
- (j) to any credit reference or evaluation agencies wherever situated for any purpose whatsoever.
- (k) to any service provider or any other related person(s) including third party service providers, sales and telemarketing agencies, business partners or otherwise (whether situated in or outside Singapore), under conditions of confidentiality imposed on such service providers, for the purpose of data processing or providing any service on behalf of the Bank to the Cardmember or in connection with such outsourcing arrangements the Bank may have with any third party where the Bank has outsourced certain functions to the third party; and
- (l) to any other person to whom disclosure is permitted or required by any statutory provision or law.

**11. Liability:**

The Cardmember will not be liable for any unauthorised Card Transactions made after notification to the Bank and the liability will be limited to S\$100 for any unauthorized transactions made before notification. If however, it is found that the Cardmember has acted fraudulently, was grossly negligent or failed to inform the Bank of the lost or stolen card as soon as reasonably practicable then the Cardmember will be liable for all unauthorised transactions or amounts up to the Credit Limit (whichever is lower) and any additional interest, charges and late fees charged by the Bank.

*Please refer to **Clause 13** (Loss/Theft of Card) of the Maybank (Personal) Credit Card Agreement for more details.*

**Joint & Several Liability:** The Principal Cardmember and the Supplementary Cardmember are jointly and severally liable to the Bank for all the Supplementary Cardmember's indebtedness.

*Please refer to **Clause 5** (Liability of Cardmembers) of the Maybank (Personal) Credit Card Agreement for more details.*

**Termination of Card Account:** In the event that the use of a card is terminated either by the Cardmember or the Bank, the Cardmember is liable for all card transactions carried out, but not reflected in the statement as at the date of termination.

*Please refer to **Clause 14** (Termination) of the Maybank (Personal) Credit Card Agreement for more details.*

**12. Cessation of Membership of Cardmember with the Alumni/Association**

The Cardmember shall (where applicable) inform the Bank of the cessation of membership of the Cardmember with the Alumni/Association for any reasons whatsoever and the Bank may at its discretion cancel and recall the Card.

**13. Other Fees and Service Charges**

Duplicate copy of sales draft / statement	S\$5 per copy
Card replacement	S\$30 per card
Returned Cheque / Interbank GIRO	S\$40 per item
Monthly Statement for Supplementary Account	S\$2 per month (excludes postage)

For the complete list of fees and charges, please refer to the [www.maybank2u.com.sg](http://www.maybank2u.com.sg)

## TERMS AND CONDITIONS

### MAYBANK (PERSONAL) CREDIT CARD AGREEMENT

#### 1. Definitions

In this Agreement unless the context requires otherwise, the words used in this Agreement shall have the following meanings:-

- (a) "Address" includes any street address, email address and facsimile transmission number.
- (b) "Alumni/Association" means the alumni or association pursuant to which membership the Cardmember qualifies for the Card.
- (c) "ATM" means an automated teller machine or any card operated machine or device whether belonging to the Bank or other participating banks or financial institutions or to the Visa and/or MasterCard Global ATM Network or the ATM Plus and/or Cirrus Network which accepts the Card or any other similar international network in which the Bank may participate.
- (d) "Bank" means Malayan Banking Berhad and its successors and assigns.
- (e) "Card" means a Visa and/or MasterCard credit card issued by the Bank, as a Principal Card or a Supplementary Card, to a Cardmember pursuant to this Agreement and any substitution, replacements or renewals thereof.
- (f) "Cardmember" means any person to whom the Card is issued by the Bank and includes his personal representatives.
- (g) "Card Account" means the credit card account maintained by the Bank for the Card Transactions.
- (h) "Card Account Statement" means the Bank's monthly or other periodic statement showing the amount due to the Bank in the Card Account.
- (i) "Cash Advance" means a disbursement of cash in any currency and/or any quasi cash transaction representing a Merchant's sale of items (including gaming chips, opening deposits or money orders) that are directly convertible to cash, made or obtained by using the Card.
- (j) "Cash Payout" means a cash payout granted by the Bank to a Cardmember, at its discretion, based on the retail transactions of such banking products entered into by the Cardmember or loan amounts of such loans incurred by the Cardmember. The details of the cash payout, including but not limited to the eligibility of the Cardmember, the cash payout amount, eligible banking products and/or loans, will be determined by the Bank in its sole and absolute discretion and may change from time to time.

- (k) "Cash Rebate" means a cash rebate granted by the Bank to a Cardmember at its discretion, based on the monthly retail transactions entered into by the Cardmember.
- (l) "Card Transaction" means any payment made or Cash Advance obtained with the use of the Card and/or the PIN by a Cardmember.
- (m) "Credit Limit" means the maximum debit balance permitted by the Bank on the Card Account and notified to the Principal Cardmember from time to time as the limit up to which the Principal Cardmember and any Supplementary Cardmember(s) are collectively permitted to effect Card Transactions.
- (n) "eStatement" means any Card Account Statement issued and made available by the Bank to the Cardmember through the Bank's internet website and/or such other channels as the Bank may designate from time to time by notice to the Cardmember;
- (o) "Merchant" means any person, firm or corporation which, pursuant to an agreement with the Bank, agrees to accept the Card for payment or a Cash Advance.
- (p) "Month" means a calendar month.
- (q) "Monthly Supplementary Credit Limit" means a part of the credit limit which is allocated to the Supplementary Cardmember as the monthly limit up to which the Supplementary Cardmember is permitted to effect Card Transactions.
- (r) "Payment Due Date" means the date specified in the Card Account Statement by which payment of the amount due to the Bank in the Card Account is to be received by the Bank.
- (s) "PIN" means the personal identification number issued by the Bank to a Cardmember and includes any replacement number.
- (t) "Posting Date" means the date in which the Card Transaction amount is posted to the Card Account.
- (u) "Principal Card" means a Card issued to a Principal Cardmember.
- (v) "Principal Cardmember" means the person in whose name the Card Account is maintained.
- (w) "Security Devices" means all access IDs, PINs, passwords or other forms of electronic identification and other codes or access procedures issued by the Bank or any other party designated by the Bank in order to enable access to any services in connection with the Card.
- (x) "Supplementary Card" means a Card issued to a Supplementary Cardmember.
- (y) "Supplementary Cardmember" means the person (other than the Principal Cardmember) to whom a Card is issued on the application of the Principal Cardmember.

(z) "Supplementary Cardmember's Indebtedness" means the aggregate amounts of all Card Transactions incurred in respect of a Supplementary Card, all finance charges, fees, charges, interest and any other liabilities payable therein and all losses and expenses reasonably incurred by the Bank arising from the acceptance and/or the use of a Supplementary Card, the PIN or any breach of this Agreement by the Supplementary Cardmember.

(aa) "Total Indebtedness" means the aggregate amounts of all Card Transactions incurred in respect of a Principal Card and any Supplementary Card, all finance charges, fees and charges and interest payable and any other liabilities of the Principal Cardmember and the Supplementary Cardmember owing, or payable to the Bank and all losses and expenses reasonably incurred by the Bank arising from the acceptance and/or the use of the Card, the Security Devices or any breach of this Agreement by the Cardmember.

(bb) "Total Payment Due" means the current balance shown in the Card Account Statement to be outstanding as at the date of the Card Account Statement.

(cc) "Tr'eats Points Rewards Programme" means the programme made available to a Cardmember where 1 tr'eats Point will be rewarded for every retail dollar charged to the Bank's credit/debit card by the Cardmember.

Words importing only the singular number shall include the plural number and vice versa. Words importing the masculine gender shall include the feminine gender and vice versa. Words importing a person shall include a firm, company, corporation or other entity.

## **2. Collection of the Card and Security Devices**

Upon the Bank's approval of an application for the Card, the Card and any Security Devices, may be collected by the Principal Cardmember or sent by post to the Principal Cardmember at the Cardmember's risk. The Cardmember must sign the Card immediately after receiving the Card.

## **3. Use of the Card and Security Devices**

3.1 The Card and any Security Devices may only be used by the Cardmember:

(a) for Card Transactions authorised by the Bank with any Merchant or bank or financial institution or other person authorised to display or use the Visa or MasterCard emblem; and

(b) to obtain such facilities, benefits and services made available by the Bank or any Merchant from time to time, within the Credit Limit unless the Bank's prior approval is obtained.

3.2 The Bank shall be entitled at any time without prior notice and without giving any reason and without liability to the Cardmember to withdraw or restrict the Cardmember's right to use the Card or to refuse to authorise any Card Transaction or to vary the Credit Limit of

the Cardmember or to withdraw all and any privileges whether attached to the Card or to the use of the Card or otherwise.

- 3.3 The Cardmember agrees to use the Security Devices issued or designated by the Bank and to comply with the Bank's instructions and procedures regarding the use of the Security Devices and to ensure that all instructions and requests to the Bank are where applicable, verified with the Security Devices.
- 3.4 By signing on or using a Card, the Cardmember is deemed to have read, understood and accepted each and every term of this Agreement.
- 3.5 At the Bank's request, which may be made at any time, the Cardmember must immediately return the Card cut in half to the Bank.

#### **4. Supplementary Cardmembers**

- 4.1 The Bank may in its absolute discretion issue a Supplementary Card for use by any Supplementary Cardmember nominated by the Principal Cardmember and approved by the Bank as an authorised user of the Card Account. All the Terms and Conditions of this Agreement shall unless otherwise stated, apply to the Supplementary Cardmember and the use of the Supplementary Card and any PIN or any Security Devices issued to the Supplementary Cardmember.
- 4.2 The issue or use of the Supplementary Card to the Supplementary Cardmember(s) shall be governed by these Terms and Conditions, and any other applicable Terms and Conditions governing the use and operation of the Cardmembers account(s) and the respective services linked thereto (as amended, or varied or supplemented from time to time).
- 4.3 The Principal Cardmember and the Supplementary Cardmember hereby agree jointly and severally to indemnify and save the Bank harmless in respect of any losses or damage suffered by the Bank in connection with anything arising out of the issue or use of the Supplementary Card or any PIN. This indemnity exists notwithstanding any legal limitation, death, disability or incapacity of the Principal Cardmember and/or any Supplementary Cardmember.
- 4.4 **Separate Supplementary Card Statement Fees**
  - (a) Supplementary Cardmembers shall receive a statement showing the amounts due to the Bank for Card Transactions or Cash Advances obtained with the use of the Supplementary Card and/or PIN by mail or in the case of eStatements via the Bank's internet website.
  - (b) Where applicable, a monthly statement fee (as specified in the Highlights of Terms and Conditions) will be charged to the Supplementary Cardmember's Card for monthly statement sent to the Supplementary Cardmember's mailing address. The Bank shall have the right, by giving the Cardmember 30 days' prior notice, to revise the monthly statement fee from time to time.

(c) The Supplementary Cardmember shall promptly notify the Bank of any change in his/her mailing address.

#### 4.5 Payment by Supplementary Cardmember

(a) All payments received by the Bank from the Supplementary Cardmember in respect of the Supplementary Card Account must be paid in full. Partial payments will not be permitted by the Bank.

(b) Payment made by the Supplementary Cardmember will be reflected under the individual Cardmember's card number in the Principal Cardmember's monthly statement and Supplementary Cardmembers' own monthly statement (upon request).

(c) Any excess payment received by the Bank from the Supplementary Cardmember in respect of the Supplementary Card Account shall be credited to the Principal Cardmember's Card Account. Refund of excess payment (if any) will be made upon request to the Principal Cardmember only.

#### 4.6 Late Payment and Finance Charges

If by the Payment Due Date specified in the Card Account Statement, the Total Payment Due therein, is not paid in full either by the Principal Cardmember and/or the Supplementary Cardmember, the late payment and/or finance charge payable shall be specified in the following month's statement of the Principal Cardmember.

#### 4.7 Monthly Spending Limit for Supplementary Cardmember

(a) The Principal Cardmember will be allocated a Credit Limit which shall be the maximum debit balance permitted by the Bank on the Card Account for both the Principal Card and the Supplementary Card. The Credit Limit shall at all times be the limit up to which the Principal Cardmember and the Supplementary Cardmember are collectively permitted to effect Card Transactions.

(b) The Principal Cardmember may allocate a part of the Credit Limit permitted by the Bank on the Principal Card Account to the Supplementary Cardmembers as the Monthly Supplementary Credit Limit.

(c) Supplementary Cardmembers will be notified by the Principal Cardmembers, and not the Bank, on the Monthly Supplementary Credit Limit. Any request for information in relation to the Monthly Supplementary Credit Limit shall be directed to the Principal Cardmember, and not the Bank.

(d) Subject to the Credit Limit, the minimum Monthly Supplementary Credit Limit of the Supplementary Cardmember, to be pre-determined by the Principal Cardmember shall be S \$1,000.

(e) The Monthly Supplementary Credit Limit of the Supplementary Cardmembers shall revert to the pre-determined limit set by the Principal Cardmember at the expiry of each Card Statement cycle, provided always that the Credit Limit of the Principal Cardmember shall not be exceeded for such period.

- 4.8 Change/Increase Monthly Supplementary Credit Limit for Supplementary Cardmember
- (a) Principal Cardmembers may write in or fax their request to change the Monthly Supplementary Credit Limit for each of their Supplementary Cardmembers.
  - (b) Only the Principal Cardmember, and not the Supplementary Cardmember, shall be entitled to request the Bank for an increase in the Monthly Supplementary Credit Limit.
  - (c) Temporary increase in the Monthly Supplementary Credit Limit for Supplementary Cardmember will not be permitted by the Bank.
- 4.9 PIN for Supplementary Cardmembers
- (a) Supplementary Cardmember will be issued with a PIN and may use the Card and the PIN to obtain Cash Advances at the Bank's ATMs and any other banks' ATMs which accept the Card in Singapore. The Card and the PIN may only be used for Cash Advances, fund transfers and Card Transactions.
  - (b) Cash Advances fees and finance charges incurred by the Supplementary Cardmember will be specified in the monthly statement of the Principal Cardmember.

## **5. Liability of Cardmembers**

- 5.1 The Bank shall be entitled to debit the Card Account with the Total Indebtedness.
- 5.2 The Principal Cardmember shall be liable to pay to the Bank the Total Indebtedness.
- 5.3 The Principal Cardmember and the Supplementary Cardmember shall be jointly and severally liable to pay to the Bank all that Supplementary Cardmember's Indebtedness.

## **6. Card Transactions in Foreign Currencies**

Card Transactions in foreign currencies other than US Dollars will be converted into US Dollars before being converted into Singapore Dollars. Card Transactions in US Dollars shall be converted to Singapore Dollars on the date of conversion. All conversions are subject to such exchange rate at such time as may be determined by the respective card association(s), namely Visa International Service Association and/or MasterCard International Incorporated at its absolute discretion. The conversion rate applied is based on the Posting Date of the Card Transaction to the Card Account which may be different to the rate in effect on the date of the Card Transaction. The Bank shall charge the Cardmember the converted amount, an administrative fee (as specified in the Highlights of Terms and Conditions) and any charge levied by the card associations. The Bank shall have the right, by giving 30 days' prior notice, to revise the administration fee from time to time, and may charge, credit and debit, as may be appropriate, all sums payable to the Bank under this Agreement to the Card Account.

## **7. Fees and Charges Payable**

The Cardmember agrees to pay to the Bank and authorises the Bank to debit the Card Account for the following:

- (a) joining fee which shall not be refundable in any event;
- (b) account maintenance fee or service charges which shall not be refundable in any event;
- (c) cheque processing fee in the event that any cheque tendered for the payment of any charges recorded in the Card Account is dishonoured for any reason whatsoever;
- (d) administrative fee 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 the Cardmember's request;
- (e) fees and charges for any Cash Advance; and
- (f) such fees as the Bank may prescribe for any replacement Card and/or Security Device, and any other fees and charges not specified above which the Bank may impose at its discretion.

The rate of the fees and charges payable are set out in the Highlights of Terms and Conditions. The Bank shall have the right by giving the Cardmember 30 days' prior written notice, from time to time to revise the rate of fees and charges.

## **8. Cash Advances**

- 8.1 The Cardmember may use the Card to obtain Cash Advances at the counters of the Bank, any other participating banks and financial institutions, any Merchant and at ATMs which accept the Card. The Cardmember may use the Card outside Singapore for Cash Advances from ATMs carrying the Plus and/or Cirrus logo.
- 8.2 The Bank shall charge a Cash Advance fee (as specified in the Highlights of Terms and Conditions) based on the amount of each Cash Advance, which will be debited to the Card Account. The Bank shall have the right, by giving 30 days' prior notice, to revise the Cash Advance fee from time to time.
- 8.3 A finance charge, at such rate(s) as the Bank may notify the Cardmember will be imposed:
  - (a) on each Cash Advance from the date of such Cash Advance until repayment; and
  - (b) on the Cash Advance fee stated in clause 8.2 from the Posting Date stated in the Card Account Statement until repayment.

The Bank shall have the right by giving the Cardmember 30 days' prior written notice, from time to time to revise the rate of the fees and charges.

## **9. Cash Rebate**

- 9.1 Where applicable, Cardmembers shall be entitled to a Cash Rebate which will be credited to the Principal Cardmember's Card Account on a monthly basis.
- 9.2 Cardmembers entitled to a Cash Rebate will not be eligible for the Treats Points Rewards Programme in respect of the retail transaction.
- 9.3 Upon termination of the Card for any reason whatsoever, Cash Rebates which are not credited to the Card Account as of the date of termination, will be automatically forfeited and shall not be transferable to any other Card Account of the Cardmember.

## **10. Cash Payout**

- 10.1 Where applicable, Cardmembers shall be entitled to a Cash Payout on an annual basis provided that the Cardmember charges a minimum sum of such amount as the Bank may determine at its discretion on the Card for retail transactions.
- 10.2 The Cash Payout shall be credited to the Principal Cardmember's Card Account.
- 10.3 Upon termination of the Card for any reason whatsoever, Cash Payouts (if any) which are not credited to the Card Account as of the date of termination will be automatically forfeited and shall not be transferable to any other Card Account of the Cardmember.

## **11. Charges**

- 11.1 Unless otherwise expressly stated, this Clause herein shall apply to all Card Transactions, except for Cash Advances, which is governed by Clause 8.
- 11.2 If by the Payment Due Date stated in the Card Account Statement, the Total Payment Due therein, is not paid in full, a finance charge at such rate as the Bank may notify the Cardmember shall be payable on the daily outstanding balance from the Posting Date (specified in the Card Account Statement), until full payment is received. Such finance charge shall be payable as well after as before judgement.

The Bank shall have the right by giving the Cardmember 30 days' prior written notice from time to time to revise the rate of charge.

- 11.3 In the event that the minimum payment specified in the Card Account Statement is not paid by the Payment Due Date, the Bank shall charge a late payment fee (as specified in the Highlights of Terms and Conditions) which shall be payable on the minimum sum due, subject to a minimum late payment fee of such sum as the Bank may determine, such late payment fee to be payable as well after as before judgement. The late payment fee is payable in addition to any finance charge payable. The Bank shall have the right, by giving 30 days' prior notice, to revise the late payment fee from time to time.
- 11.4 For fund(s) transfer, interest charges will be calculated on a daily basis on the amount transferred from the date the fund transfer takes place until the date of the transferred amount is repaid.

11.5 All charges payable under this Agreement shall be calculated based on a 365-day year or on a 366-day year in a leap year.

## **12. Payment**

12.1 Payment of the Total Payment Due or the minimum payment specified in the Card Account Statement must be made to the Bank by the Payment Due Date stated therein.

12.2 Any payment to the Bank will only take effect when received at the address notified by the Bank and credited to the Card Account.

12.3 All payments received by the Bank from any party including the Principal Cardmember and/or Supplementary Cardmember in respect of the Card Account shall be payments in gross without any deduction or set off.

12.4 In the absence of written instructions to the Bank on the manner in which payments are to be appropriated, the Bank shall have the right to appropriate all such payments in the manner it deems fit.

12.5 All goods and services tax imposed on or payable in respect of any payment debited to the Card Account shall be borne by the Cardmember.

## **13. Loss/ Theft of Card and Security Devices**

13.1 The Card shall remain the property of the Bank at all times and the Cardmember shall not transfer or otherwise part with the control, custody or possession of the Card.

13.2 The Cardmember shall not disclose or cause the disclosure of any PIN issued to him to any other person or party (including any Principal Cardmember and/or Supplementary Cardmember with the same Card Account) and agrees to indemnify the bank against all losses, claims, liabilities, costs and expenses (including legal costs on an indemnity basis) which the Bank may incur or suffer from such disclosure.

13.3 Immediately upon learning that the Card is lost or stolen or the PIN is disclosed, the Cardmember shall notify the Bank of the loss, theft or disclosure and lodge a police report.

13.4 The Cardmember will not be liable for any unauthorised Card Transactions made after notification to the Bank and the liability will be limited to S\$100 for any unauthorised transactions made before notification. If however, it is found that the Cardmember has acted fraudulently, was grossly negligent or failed to inform the Bank of the lost or stolen card as soon as reasonably practicable then the Cardmember will be liable for all unauthorised transactions or amounts up to the Credit Limit (whichever is lower) and any additional interest, charges and late fees charged by the Bank. The Bank reserves the right to terminate the credit card services of the Cardmember as well as pursue legal action in relation to the recovery of any amount due under this clause. For the avoidance of doubt, this clause applies to any Principal Cardmember and Supplementary Cardmember who will be held jointly and severally liable for any unauthorised transactions made in the manner set out herein.

- 13.5 If a lost or stolen Card is found or recovered, the Cardmember must not subsequently use the Card but must cut the Card in half and return it immediately to the Bank.
- 13.6 The Bank shall be entitled to deactivate or revoke the use of any one or more of the Security Devices at any time without assigning any reason and without prior notice to the Cardmember.

#### **14. Termination**

- 14.1 The Principal Cardmember may terminate the use of the Principal Card by giving notice in writing to the Bank. Such termination shall only be effective on receipt by the Bank of the Principal Card and all Supplementary Cards cut in halves and the payment of the Total Indebtedness.
- 14.2 The Principal Cardmember may terminate the use of any one or more Supplementary Cards by giving notice in writing to the Bank. Such termination shall only be effective on receipt by the Bank of the Supplementary Card(s) cut in halves and the payment of the Supplementary Cardmember's Indebtedness.
- 14.3 The Bank shall have the right at any time without prior notice to cancel and recall any Card. The Cardmember shall immediately on the Bank's request return any or all Cards cut in halves to the Bank. Upon termination, the Total Indebtedness shall become immediately due and payable without demand.
- 14.4 In the event that the use of a Card is terminated either by the Cardmember or the Bank, the Bank shall not be liable to refund any account maintenance fee or any part thereof. The Cardmember shall continue to be liable for all Card Transactions carried out but not reflected in the Card Account Statement as at the date of the termination.
- 14.5 The Cardmember acknowledges that termination of the use of the Card whether by the Bank or by the Cardmember, shall not affect this Agreement which shall continue to subsist with full force and effect with respect to all charges, fees and interest which may have accrued and which may accrue in the future in accordance with the terms herein and in relation to the use of any and all Cards.

#### **15. Cessation of Membership of Cardmember with an Alumni/ Association**

The Cardmember shall (where applicable) inform the Bank of the cessation of membership of the Cardmember with the Alumni/Association for any reasons whatsoever and the Bank may at its discretion cancel and recall the Card.

#### **16. Exceptions and Exclusions**

- 16.1 The Bank shall not be liable to any Cardmember for any loss or damage incurred or suffered resulting from or in the event:
- (a) the Bank, a Merchant, or other bank or financial institution or any other party refuses to accept the Card or to extend any Cash Advance;

(b) the Bank is unable to perform any of its obligations under this Agreement due whether directly or indirectly to the failure of any machine, computer system, data processing system or transmission link, power failure, acts or defaults of any telecommunications network operator or third party telecommunications carriers, acts, restrictions, regulations, by-laws, prohibitions or measures of any kind by any governmental or official authority, or industrial or other dispute, Act of God, fire, natural disasters or anything beyond the control of the Bank;

(c) of any error(s) in the transmission of any communication, statement, information or data through any electronic channel or mode;

(d) of the use of the Compromised Security Device by any party;

(e) of any prohibition, restriction, delay in use or access of any services in connection with the Card caused by any laws and/or regulations of Singapore or any other country;

(f) of breach of any service agreements prescribed by telecommunications carriers and/or internet service providers or as a result of any act or omission of telecommunications carriers and/or internet service providers; and/or

(g) of any malfunction, defect or error in any ATM or other machines or systems whether belonging to or operated by the Bank.

16.2 The Bank may send brochures and other promotional literature and/or materials in respect of the Bank's other services, products or programmes or the services, products or programmes of any third party, in either case whether or not relating to the use of the Card, to any Address of the Cardmember. In case of the services, products or programmes of any third party, under no circumstances shall it be construed that the Bank endorses, sponsors, certifies, or approves such services, products or programmes and the Bank shall not be liable in any way for any products purchased from or services rendered by any person whatsoever whether or not paid for by the use of the Card. In the event of any dispute between the Cardmember and any Merchant or bank or financial institution or any other person, the Cardmember's liability to the Bank shall not in any way be affected by such dispute or any counterclaim, right of set-off or contractual right which the Cardmember may have against such Merchant or bank or financial institution or person.

## **17. Records and Statements**

17.1 The Bank's records of any Card Transaction, instructions, communications, operations, made, performed or effected in connection with the Card shall be conclusive and binding on each Cardmember for all purposes whatsoever and shall be conclusive evidence of the transaction and the Cardmember's liability to the Bank.

17.2 The Cardmember shall notify the Bank of any error or inaccuracy in any Card Account Statement within fourteen (14) days of the date of the Card Account Statement failing which, the contents shall be conclusive and binding on each Cardmember.

- 17.3 The Bank reserves the right to issue printed and/or electronic (eStatements) Card Account Statements to the Cardmember at its absolute discretion. Where only eStatements are issued with the Card, the Cardmember:
- (a) acknowledges that he will not receive a printed Card Account Statement and that the eStatement will only be made available to the Cardmember via the Bank's online banking website;
  - (b) acknowledges that the Terms and Conditions of Internet Banking shall apply to the use of the online banking website and agrees to be bound by the said terms and conditions;
  - (c) agrees and confirms that the Bank shall in no event be liable if a Cardmember is unable to gain access to an eStatement and/or for any delay of failure to receive an eStatement; and
  - (d) acknowledges that the Bank does not warrant the timeliness, security, secrecy or confidentiality of any information transmitted through any applicable internet service provider, network system or such other equivalent system in any jurisdiction via the eStatement service and will not be responsible for any loss suffered by the Cardmember as a result.

## **18. Variation of Terms**

The Bank may at any time change and/or amend the terms and conditions of this Agreement and/or create new terms and conditions as it may in its discretion deem fit. Prior to any change in the terms and conditions of this Agreement, the Bank will give the Cardmember 30 days' prior written notice provided that the obligation to give the Cardmember 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 method of such notification will be determined by the Bank and may include notification by way of email, by posting the changes on the Bank's internet website and/or by displaying the changes at the Bank's branches. The Bank may however choose to inform the Cardmember by other means of communication. If the Cardmember does not agree to be bound by the changes, he shall cease all use of the Card and any services available in connection with the Card and shall terminate this Agreement immediately by giving written notice to the Bank and returning the Card duly cut in half. The Cardmember agrees that if he continues to use the Card or the services available in connection with the Card after being notified of such change to this Agreement, such use shall constitute an affirmative:

- (a) acknowledgement by the Cardmember of this Agreement and its changes; and
- (b) agreement by the Cardmember to abide and be bound by this Agreement and its changes.

## **19. Disclosure of Information and/or data**

- 19.1 The Principal Cardmember and the Supplementary Cardmember irrevocably authorise the Bank, at its discretion, at any time, from time to time, to disclose any information

and/or data relating to the Principal Cardmember's and Supplementary Cardmember's account(s) and/or credit cards (if any) with the Bank, or any other information as the Bank may deem necessary:

- (a) to any member of Visa International Service Association and/or MasterCard International Incorporated;
- (b) to any Merchant or bank or financial institution;
- (c) to any head office, representative and branch offices and to any related company or associated company of the Bank, in any jurisdiction;
- (d) to any government or regulatory agency or authority;
- (e) to any computer, telecommunications or other service provider;
- (f) to any Supplementary Cardmember;
- (g) to any of the Bank's potential assignee or transferee or any person who has or may enter into contracts with the Bank in relation to the Bank's interests herein;
- (h) to any credit bureau (including, without limitation, Credit Bureau (Singapore) Pte Ltd), as well as the members of such credit bureau;
- (i) to the Alumni/Association (if applicable);
- (j) to any credit reference or evaluation agencies wherever situated for any purpose whatsoever.
- (k) to any service provider or any other related person(s) including third party service providers, sales and telemarketing agencies, business partners or otherwise (whether situated in or outside Singapore), under conditions of confidentiality imposed on such service providers, for the purpose of data processing or providing any service on behalf of the Bank to the Cardmember or in connection with such outsourcing arrangements the Bank may have with any third party where the Bank has outsourced certain functions to the third party; and
- (l) to any other person to whom disclosure is permitted or required by any statutory provision or law.

19.2 The Cardmember acknowledges and agrees that overseas service providers may be required by law to disclose information received from the Bank to third parties, such circumstances include the service provider being compelled to disclose information pursuant to a court order, police investigations and criminal prosecutions for tax evasion or other offences.

19.3 The Cardmember acknowledges and agrees that the Bank does not warrant the security of any information sent or transmitted to him whether electronically or otherwise and the Cardmember hereby accepts the risk that any information sent or transmitted to the Cardmember may be accessed by unauthorized third parties. The Cardmember shall not

hold the Bank or any of its officers, employees or agents responsible or liable in contract, tort (including breach of statutory duty), equity or otherwise for any such access or disclosure or for any damages, losses, expenses or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by the Cardmember as a result of any such access or disclosure.

- 19.4 The Cardmember acknowledges and agrees that the Bank will conduct credit checks to assess the creditworthiness of the Cardmember. The Cardmember irrevocably authorises the Bank to conduct such credit checks and to obtain and/or verify any information about the Cardmember as the Bank in its absolute discretion deems fit from any credit bureau or body from time to time.

## **20. Communications**

- 20.1 All Cards, Card Account Statements, notices, demands, or other communication under this Agreement may be sent by facsimile, email or ordinary pre-paid post or delivered personally to the last known Address of the Cardmember and shall be deemed to have been delivered,

(a) if sent by facsimile on the same day; or

(b) if sent by email to the Cardmember's email address notified to the Bank, on the date and time of transmission by the mail server operated by the Bank and/or its service provider unless the Bank receives a non-delivery or "returned mail" reply message or any error message indicating that the email was not successfully sent to the Cardmember's mailbox or the mail server operated by the Cardmember or the Cardmember's service provider within one day from the date of transmission of the email from the mail server operated by the Bank or its service provider; or

(c) if delivered by pre-paid ordinary post on the next business day after posting it to a street address in Singapore or 5 days after being sent by airmail to another country; or,

(d) in any case, when left at the street address required as aforesaid, notwithstanding that it is not received by the Cardmember or returned undelivered. Cards shall be deemed to have been delivered:

(i) if delivered by pre-paid ordinary post on the next business day after posting it to a street address in Singapore or 5 days after being sent by airmail to another country or,

(ii) in any case, when left at the last known street address of the Cardmember.

- 20.2 Any court document or other legal process or any other document requiring personal service on the Cardmember, may be sent by pre-paid or ordinary mail or delivered personally by leaving it at the last known street address of the Cardmember, and shall be deemed to have been delivered on the day of delivery, if delivered personally by hand by leaving at such address or the next business day after posting, if sent by post in Singapore or 5 days after being sent by airmail to another country, notwithstanding that it is not received by the Cardmember or returned undelivered.

20.3 Without prejudice to Clause 20.1, where the Bank is required to give notice under this Agreement, the Bank shall be entitled to do so by publication/notification over the Bank's internet website, at any of the Bank's branches or through such channels as the Bank may determine at its discretion.

## **21. Notice of Change**

The Cardmember shall immediately notify the Bank of any change in the Cardmember's Address or any change in employment.

## **22. Intellectual Property Rights**

The Cardmember acknowledges that the content used in connection with, or incorporated or contained in or presented to the Cardmember in any electronic channel or mode in connection with the services available in relation to the Card and any materials presented by the Bank in connection therewith are the exclusive property of the Bank and/or its third party licensors.

## **23. Confirmation From The Bank**

The Cardmember understands that the transmission of any communications through any electronic channels may not be received by the Bank for reasons beyond the Bank's reasonable control including but not limited to mechanical, software, computer, telecommunications or electronic failure. The Cardmember further acknowledges that unless he receives confirmation of receipt of the same from the Bank, communications may not have been received and accordingly, may not be processed or accepted by the Bank. The Cardmember acknowledges and agrees that the Bank shall not be liable to the Cardmember in any way for any loss or damage whatsoever or howsoever caused, directly or indirectly, in connection with the transmission or failure of transmission of communications to the Bank through any electronic channels or any lack of confirmation of receipt of any communications by the Bank for whatever reason.

## **24. Evidence**

The Cardmember agrees that all communications which may be made in electronic form are written documents. The Cardmember shall not dispute or challenge the validity or enforceability of any communication on the ground that it is not a written document and the Cardmember hereby waive any such rights that he may have at law.

## **25. Indemnity**

25.1 Each Cardmember undertakes to indemnify the Bank and hold it fully indemnified from and against all claims, proceedings, penalties, demands, losses, damages, liabilities, costs and expenses including legal costs on an indemnity basis which the Bank may be subject to by reason of or due to:

- (a) any breach by the Cardmember of Terms and Conditions of this Agreement;
- (b) any unauthorised use by any party of the Security Devices;

(c) any failure or malfunction in the Cardmember's hardware and/or software used in connection with or for the purpose of access to any services available for the Card;

(d) any virus and other destructive or corrupting code or program or other software or hardware routine or components designated to permit unauthorised access which have been introduced by the Cardmember to any electronic service available in relation to the Card;

(e) the enforcement of the Bank's rights as herein provided; or

(f) the issues or use of the Card or PIN issued to it.

25.2 The Principal Cardmember undertakes to indemnify the Bank and hold it harmless against any loss, damage, liability, costs, and expenses including legal costs on an indemnity basis which the Bank may incur by reason of or in connection with the issue or use of the Supplementary Card or PIN due to any breach of Terms and Conditions of this Agreement by the Supplementary Cardmember or the enforcement of the Bank's rights as herein provided. The Principal Cardmember's liability under this indemnity shall not be discharged or affected by any legal limitation, death, disability or incapacity of any Supplementary Cardmember. Further, the Principal Cardmember agrees and consents to be bound by this indemnity and the other provisions of this Agreement notwithstanding that this Agreement and/or liability of the Supplementary Cardmember under this Agreement may be void, invalid or unenforceable against the Supplementary Cardmember for any reason whatsoever.

## **26. Set Off and Consolidation**

26.1 The Bank may at any time and without prior notice or demand, combine or consolidate the outstanding balance on the Card Account with any one or all accounts of the Principal Cardmember with the Bank and set-off or apply any money standing to the credit of any one or all of such accounts in or towards the satisfaction of the outstanding balance on the Card Account.

26.2 The Bank may at any time and without prior notice or demand, combine or consolidate the Supplementary Cardmember's Indebtedness with any one or all accounts of the Supplementary Cardmember with the Bank and set-off or apply any money standing to the credit of any one or all of such accounts in or towards the satisfaction of the outstanding balance on the Card Account attributable to the Supplementary Cardmember's Indebtedness.

## **27. Waiver**

The Bank may at any time waive either unconditionally or on such terms and conditions as the Bank deems fit in its absolute discretion any default or breach by the Cardmember of this Agreement provided that such waiver is given in writing by the Bank and save as aforesaid, no condoning or excusing of and no neglect or forbearance on the part of the Bank of any default or breach of this Agreement by the Cardmember shall operate as a waiver of the Bank's rights and powers. Any waiver shall operate only as waiver of the particular matter to which it relates and shall not operate as a waiver or

release of any terms and conditions of this Agreement.

**28. Severability**

If any one or more of the provisions of this Agreement or any part thereof shall be declared or adjudged to be invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not vitiate any other provisions of this Agreement which shall remain in full force and effect.

**29. Terms of Banking Services**

This Agreement covers the use of the Card issued by the Bank, which is additional to those governing any account(s), ATM, Internet Banking Services and any other services to which the Card(s) is or will be linked, each of which may be amended or supplemented from time to time.

**30. The Contracts (Rights of Third Parties)**

A person who is not a party to this Agreement may not enforce its terms under the Contracts (Rights of Third Parties) Act 2001.

**31. Governing Law**

This Agreement is governed by and construed in accordance with the laws of the Republic of Singapore and the Cardmember hereby submits irrevocably to the nonexclusive jurisdiction of the Courts of Singapore. Nothing in this Clause shall limit the right of the Bank to bring or commence any proceedings against the Cardmember in any other court of competent jurisdiction elsewhere.