



Effective as at 1 January 2007

## **MAYBANK DEBIT CARD CARDMEMBER AGREEMENT**

This Agreement sets out the Terms and Conditions applicable to the Cards (as defined below) issued by the Bank.

### **1. Definitions**

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

- (a) "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 MasterCard Global ATM Network or the ATM Cirrus Network which accepts the Card or any other similar international network in which the Bank may participate.
- (b) "Available Credit Balance" in relation to any Card Account means the amount by which the Credit Balance exceeds the aggregate of:
  - (i) the total amount of all cheques or bills which have been credited to the Card Account but which has not been cleared or collected; and
  - (ii) the amount of the General Earmarked Balance on the Card Account.
- (c) "Bank" and "Maybank" means Malayan Banking Berhad and its successors and assigns.
- (d) "Card" means any card or cards issued by us as a Maybank Debit Card bearing the name MasterCard and/or the service mark of MasterCard (whether or not it also bears the name and/or mark of any other person or entities) and include any such card issued in replacement or renewal thereof.
- (e) "Cardmember" means the person on whose application a Card, as defined above, has been issued by us and whose name appears on the Card and includes his personal representatives.
- (f) "Card Account" or "Account" means the account (whether savings, current or otherwise) maintained in the name (whether alone or with any other person or persons) with the Bank and designated by the Bank as the account for the purpose of the use of your Card or Cards.
- (g) "Card Account Statement" means a statement or statements issued by the Bank of the amounts charged, credited, debited and/or paid to the Card Account stated therein. Such statement may take any form and may be constituted by data stored in any electronic medium or system and transmitted through any computer system or facsimile machine.
- (h) "Card Limit" means the amount set by the Bank (whether at your request or on the Bank's own accord) as the card limit in relation to the Card Account for any Card or Cards which may be issued to the Cardmember.
- (i) "Card Transaction" means a payment (whether for goods or services or of charges incurred or otherwise), withdrawal or transfer effected of Cash Withdrawal obtained through the use of:
  - (i) the Card (whether alone or in conjunction with the PIN of the Card and or any signature); and/or
  - (ii) the Card Number (whether in conjunction with the PIN of the Card or a signature or otherwise).
- (j) "Credit Balance" in relation to any Card Account means the balance in your favour on that Card Account.
- (k) "Earmarked Balance" at any time in relation to the Card Account means the total amount out of the Available Credit Balance on the Card Account which we have

- set aside or earmarked at that time in respect of all Card Transactions proposed to be effected on or in respect of that Card Account.
- (l) “Facilities” means the facilities, functions, services (including Card Transactions) and benefits offered or available from time to time whether at any place or through the internet or any terminal or otherwise.
  - (m) “General Earmarked Balance” at any time in relation to any Card Account means the total of :
    - (i) the amount of the Earmarked Balance; and
    - (ii) the total amount out of the Credit Balance on that Card Account which we have set aside or earmarked at that time in respect of all transactions (other than Card transactions) proposed to be effected on or in respect of that Card Account.
  - (n) “MasterCard” means MasterCard International Incorporated and their successors and assigns.
  - (o) “Merchant” means any person, firm or corporation which, pursuant to an agreement with the Bank, or any member or licensee of MasterCard has a subsisting agreement relating to the use and/or acceptance of any Card in payment to such person whether for goods, services or charges incurred and/or to obtain any Cash Withdrawal from such person.
  - (p) “PIN” in relation to any card means any number, password or alphanumeric symbols or characters assigned by us (whether or not applied for by you) or selected by you in relation to that Card.
  - (q) “Specified Address” means any of the following :
    - (i) any of the Addresses stated in your application for the Card and any other Address which you may notify us from time to time; and
    - (ii) any Address from which any facsimile transmission or electronic mail from you or purporting to be a facsimile transmission or an electronic mail from you had been dispatched to the Bank.
  - (r) “Total Indebtedness” means the sum total of all Card Transactions incurred in respect of a Card or Cards, and/or ATM Card Transactions, all charges, fees, interest and other liabilities payable therein and all losses and expenses reasonably incurred by the Bank arising from the acceptance of your Card, the PIN or any breach of this Agreement by the Cardmember.
  - (s) (i) Words importing only the singular number shall include the plural number and vice versa.
    - (ii) Words importing the masculine gender shall include the feminine gender and vice versa.
    - (iii) Words importing a person shall include a firm, association, company, corporation or other entity
    - (iv) “Month” means a calendar month.

## **2. The Card**

- 2.1 Upon the Bank’s acceptance of an application by the Cardmember(s) for a Card or Cards, the Cards may be collected by the Main Cardmember or sent by ordinary post to the Main Cardmember at the Main Cardmember’s risk. A Cardmember is entitled to link up to a maximum of 3 Cards to a Card Account.
- 2.2 All benefits, services and gifts which may be offered by the Bank for the use of the Card or Cards may be redeemed by the Main Cardmember only.
- 2.3 The Cardmember must sign on the Card(s) immediately after receiving the Card(s).

- 2.4 By signing on or using the Card, the Cardmember is deemed to have read, understood and accepted each and every term of this Agreement.
- 2.5 The Cardmember, and no one else, may use the Card, the PIN of your Card or the Card Number to utilize or secure the Facilities or to effect Card Transactions during the validity period printed on the Card subject to the Terms and Conditions of this Agreement.
- 2.6 The Bank may at any time modify or vary any or all of the Facilities or suspend or terminate the availability of any or all of the Facilities without having to give you any notice.
- 2.7 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.
- 2.8 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.

### **3. Card Limit And Credit Balance**

- 3.1 The Bank may set and revise the Card Limit in relation to the Card Account, as the Bank may determine from time to time without prior notice to the Cardmember.
- 3.2 Whenever the Bank is informed (whether by the Merchant or any other person) that any Card Transaction or any other transaction is proposed to be effected or completed on the Card Account, the Bank may earmark or set aside out of the Available Credit Balance on the Card Account an amount estimated by the Bank or the Merchant or that other person to be the amount for which that Card Transaction is likely to be effected or completed.
- 3.3 Any amount set aside or earmarked pursuant to condition 3.2 with respect to any proposed Card Transaction:
  - (a) may be set aside for so long as the Bank may determine to be appropriate in the circumstances;
  - (b) may be released from the Earmarked Balance at any time the Bank determines or after the Bank have debited the Card Account in respect of the Card Transaction;
  - (c) may not be the exact amount for which that Card Transaction is effected and finally debited to the Card Account;
  - (d) shall not restrict or limit the Bank's right to debit the Card Account with the amount of that Card Transaction regardless of whether the amount is the same as the amount the Bank have set aside or earmarked.
- 3.4 The Cardmember must not effect or attempt to effect any Card Transaction:
  - (a) where the Earmarked Balance has exceeded or would as a result exceed the Card Limit; or
  - (b) where the Available Credit Balance at the time is less than the amount for which that Card Transaction is proposed to be effected.
- 3.5 Notwithstanding any Card Limit that may be prescribed, the Bank may in its absolute discretion and without giving any prior notice:
  - (a) approve, authorise or allow any Card Transaction to be effected during any period even though:
    - (i) the Earmarked Balance has exceeded or would as a result exceed the Card Limit; and/or
    - (ii) the Available Credit Balance is less than the amount of that Card Transaction; or

- (b) refuse to approve, authorise and/or permit to be effected any one or more Card Transactions even though the amount or the aggregate amount thereof is less than the Available Credit Balance and/or the Earmarked Balance has not exceeded and would not as a result exceed the Card Limit.

#### **4. Joint Account**

- 4.1 Where the Account is in joint names, the Bank may issue the Card to anyone who can operate the Account alone, up to a maximum of 3 Cards to be linked to an Account.
- 4.2 The Bank may debit the Account even if the joint Account instructions are varied or terminated, until all Cards issued by the Bank under this Agreement have been validly terminated in accordance with Clause 9.
- 4.3 Each joint account holder shall be jointly and severally liable to the Bank for any use of the Card under this Agreement and for any instructions effected or performed or processed through the Electronic Banking Service.
- 4.4 All transactions made with the Card(s) shall be binding on joint account holders jointly and severally.

#### **5. Loss/Theft of Card or Disclosure of PIN**

- 5.1 The Cardmember shall not disclose or cause the disclosure of any PIN issued to him to any other person or party.
- 5.2 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 at the Bank's request provide the Bank with a written confirmation and/or a statutory declaration regarding the lost, theft or disclosure or Card Transaction in such form as the Bank may require, and a police report and any other information as the Bank may require.
- 5.3 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.
- 5.4 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\$500 for any unauthorised Card Transactions made before notification. However, the Cardmember shall continue to be liable for unauthorised Card Transactions effected with the use of the PIN and Cash withdrawal made after notification of the loss or theft to the Bank.
- 5.5 The Cardmember agrees to indemnify the Bank for any losses or damage suffered by the Bank in connection with anything arising out of the issue or use of the Card or any PIN. This indemnity exists notwithstanding any legal limitation, death, disability or incapacity of the Cardmember.
- 5.6 The Cardmember agrees to indemnify the bank against all losses, claims, liabilities, costs and reasonable expenses (including legal costs on an indemnity basis) which the Bank may incur or suffer from such disclosure.

#### **6. Card Account**

- 6.1 The Bank may charge and debit the Card Account with the Total Indebtedness, regardless of whether the Card Transaction was made by the Cardmember or by any other person by use of your Card, and whether with or without your knowledge or authority.
- 6.2 The Bank may at its discretion allow any balance on the Card Account to be overdrawn for any reason, and the Bank may charge an interest and/or finance charge based on the amount of the overdrawn amount subsisting at any time on

the Card Account and such interest and/or finance charge shall be calculated on such basis and at such rate as the Bank may notify the Cardmember and the Bank may debit the interest and/or finance charge to the Card Account at such interval and for such periods as the Bank may determine. Provided always that nothing in this Agreement shall impose any obligation on the Bank to make or provide any loans, advances or credit facility on the Card Account. 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 interest and charge.

- 6.3 The Bank may at our absolute discretion pay interest on the Credit Balance on any Card Account at such rate and calculated on such basis as the Bank may notify the Cardmember (or such other rate and calculated in such other manner as the Bank shall have the right, by giving 30 days' prior written notice to the Cardmember, to stipulate from time to time), such interest shall be paid by crediting the Card Account at such interval as the Bank may decide.

## **7. Use of the Card Outside Singapore**

When the Cardmember uses the Card outside Singapore, the Card Transactions shall be charged in the official currency of the country where the Card is used and converted into Singapore Dollars at such exchange rate at such time as may be determined by the Card Association(s), 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.. The Bank shall charge the Cardmember the converted amount and the administrative fee of 1% of the said amount (or such fee as the Bank may determine from time to time). The Bank may charge, credit and debit, as may be appropriate, all sums payable to the Bank under this Agreement to the Card Account.

## **8. Charges and Fees Payable**

- 8.1 The Cardmember agrees to pay to the Bank and authorises the Bank to debit the Card Account for the following:
- (a) a fee of such amount(s) as the Bank may prescribe which shall not be refundable in any event, for each Card Transaction comprising a Cash withdrawal. The Bank may at its discretion waive this fee for any Cash Withdrawal as the Bank may determine.
  - (b) cheque processing fee of such amount(s) as the Bank may prescribe in the event that any cheque tendered in purported payment of any charges recorded in the Card Account is dishonoured for any reason whatsoever.
  - (c) administrative fee of such amount(s) as the Bank 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 the Cardmember's request.
  - (d) where by any arrangement between the Cardmember and any financial institution, any payment is to be made to the Bank for credit to the Card Account, whether at regular intervals or otherwise, a fee of such amount(s) as the Bank may prescribe from time to time for each occasion when any payment to the Bank is not effected at the time when such payment should have been effected in accordance with such arrangement.
  - (e) such fee as the Bank may prescribe for any replacement Card.
  - (f) any other fees and charges not specified above which the Bank may impose at its discretion upon giving the Cardmember prior written notice.

- (g) 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.
- 8.2 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.
- 8.3 The Bank shall be entitled to debit the Card Account at any time without notice in respect of any sum howsoever due or owed by the Cardmember to the Bank (whether in respect of Card Transactions, or as fees or charges or otherwise) and notwithstanding that an overdrawn balance would result therefrom. The Bank shall have the right, by giving the Cardmember 30 days' prior notice, from time to time to revise the rate of the fees and charges.

## **9. Termination of Use of Card and Card Account**

- 9.1 The Cardmember may terminate the use of the Card by giving notice in writing to the Bank. Such termination shall only be effective on receipt by the Bank of the Card cut in halves and the payment of the Total Indebtedness.
- 9.2 The Bank may at any time without prior notice or reason to the Cardmember suspend or terminate the use of any Card or refuse to reissue, renew or replace any Card. The Cardmember shall immediately on the Bank's request return the Card cut in half to the Bank. Upon termination, the Total Indebtedness shall become immediately payable without demand.
- 9.3 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 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.
- 9.4 The Cardmember acknowledges that the 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 and fees 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.

## **10. Liability of Cardmembers**

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

## **11. Exclusions and Exceptions**

- 11.1 The Bank shall not be responsible or liable to the Cardmember for any inconvenience, loss or damage or embarrassment incurred or suffered 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 Withdrawal for any reason whatsoever including, but not limited to, the negligent act or omission by the Bank, its servants, agents or contractors; or
  - (b) the Bank, its servants, agents or contractors are unable to perform any of its obligations under this Agreement due whether directly or indirectly to the failure of any machine, data processing system or transmission link or industrial or other dispute, Act of God or anything beyond the control of the Bank; or its servants, agents or contractors or as a consequence of any fraud or forgery; or

- (c) any malfunction, defect or error in any ATM or other machines or systems whether belonging to or operated by the Bank or otherwise, howsoever caused; or
  - (d) any rejection of your Card or the PIN of your Card by any ATM or other machines or any failure to effect or complete any Card Transaction howsoever caused; or
  - (e) any neglect, refusal or inability on our part to authorise or approve any Card or to honour or effect any other transaction on the Card Account for any reason whatsoever;
  - (f) any damage to or loss of 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 howsoever caused.
- 11.2 The Bank shall not be liable in any way for the goods purchased or services rendered and paid for by the use of the Card or the delivery, quality or performance of such goods or services.
- 11.3 The Bank shall also not be responsible for any benefits, discounts or programmes of any merchant or other person which the Bank may make available or introduce to the Cardmember.
- 11.4 The Bank shall be entitled to charge and debit the Card Account in respect of all Card Transactions effected by use of your Card or the PIN of your Card in spite of the non-delivery or non-performance of or any defect in those goods or services or the failure of any person to provide or make available to the Cardmember any of those benefits, discounts or programmes. The Cardmember must seek redress in respect of such goods, services, benefits, discounts and programmes from that person directly.
- 11.5 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.
- 11.6 The Bank shall not in any event be responsible or liable to the Cardmember for any consequential or indirect or economic loss, howsoever caused, incurred or arising.

## **12. Conclusiveness of Records and Statements**

- 12.1 The Bank's records and statements relating to any Card Transaction shall be conclusive and binding on the Cardmember for all purposes whatsoever.
- 12.2 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 the Cardmember.

## **13. Appropriation of Payments**

The Bank 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 the Bank may determine regardless of any specific appropriation made by the Cardmember or the person making the payment. In the absence of any specific appropriation on the part of the Bank, all payments shall be applied towards the balance on the Card Account.

## **14. Variation of Terms**

- 14.1 The Bank may at any time amend any of these Terms and Conditions by giving 30 days' prior written notice of such amendments to the Cardmember. Any change shall be effective from the date specified by the Bank in such notice.
- 14.2 If the Cardmember continues to retain or use the Card after the specified date, then the Cardmember shall be deemed to have accepted such amendment(s).
- 14.3 The Bank may at its sole discretion make available to the Cardmember from time to time additional benefits, services or programmes in connection with the use of your Card. Such benefits, services or programmes shall nevertheless not form part of the Bank's legal relationship with and obligations to the Cardmember.

## **15. Disclosure of Information**

- 15.1 The Cardmember(s) irrevocably authorise the Bank, at its discretion, at any time, to disclose any information and/or data relating to the 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 or licensee of MasterCard;
  - (b) to any Merchant or bank or financial institution;
  - (c) to any head office, representative and branch office 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 service provider, computer, telecommunications or financial institution;
  - (f) to any joint account Debit Cardmember(s);
  - (g) to any potential assignee or transferee of the Bank's interests herein;
  - (h) to any credit bureau (including, without limitation, Credit Bureau (Singapore) Pte Ltd), as well as members of such credit bureau; and
  - (i) to any credit reference or evaluation agencies wherever situated for any purpose whatsoever.
- 15.2 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 unauthorised 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.

## **16. Set Off and Consolidation**

- 16.1 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 Cardmember with the Bank and/or set off or apply any money standing to the credit of any one or all of such accounts in or towards the satisfaction of any and all sums payable by the Cardmember to the bank on any account, including the outstanding balance on the Card Account or under this Agreement.
- 16.2 The Bank's rights conferred under this Condition 16.1 shall be exercisable regardless of whether:

- (a) the use of your Card or the Card Account has been terminated; and/or
- (b) the balance in the Bank's favour or owed to the Bank has become due or payable.

## **17. Communications**

- 17.1 Any request or instruction by the Cardmember to the Bank must be in writing, and shall be signed by you. However, the Bank may, but shall not be obliged to, accept and act on any instruction or request by electronic mail, facsimile transmission or through the telephone which is believed by any of our officers or employees attending to such instruction or request, to have been given or made or authorised by the Cardmember, even if such instruction or request may not have been given or made or authorised by the Cardmember and regardless of any fraud that may exist in relation to such instruction or request.
- 17.2 The Bank shall not be liable for any loss or damage suffered as a consequence of the Bank acting on or acceding to any such instruction or request.
- 17.3 All Cards, Card Statements, notices (including notification of the PIN and of any amendments to this Agreement), demands, or other communication under this Agreement may be sent by facsimile or ordinary pre-paid post or electronic mail or through the internet or any electronic medium selected by the Bank to the Specified Address or delivered personally to the last known address of the Cardmember.
- 17.4 Any statement, notice or demand to the Cardmember shall be deemed to have been delivered, (a) if sent by facsimile, on the same day or, (b) if delivered by pre-paid ordinary post on the next business day after posting if in Singapore or 5 days after being sent by airmail to another country or, (c) immediately on dispatch if sent by electronic mail or through the internet or any electronic medium selected by the Bank, or, (d) in any case, when left at the address required as aforesaid, notwithstanding that it is not received by the Cardmember or returned undelivered.
- 17.5 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 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.
- 17.6 Without prejudice to Clause 17.3, where the Bank is required to give notice to the Cardmember, the Bank shall be entitled to do so by publication/notification over the Bank's internet banking services, at any of the Bank's branches or through such channels as the Bank may determine at its discretion.

## **18. Notice of Change**

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

## **19. 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.

#### **20. Indemnity**

The Cardmember undertakes to indemnify the Bank on demand (on a full indemnity basis) any loss damage liability costs and expenses, which the Bank may incur by reason of or due to any breach of Terms and Conditions of this Agreement or the enforcement of the Bank's rights as herein provided.

#### **21. 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 of release of any of the Terms and Conditions of this Agreement.

#### **22. 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.

#### **23. Terms of Banking Services**

This Agreement covers the use of the Debit Card issued by Maybank, which is additional to those governing your Account(s), ATM, Electronic 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.

#### **24. Contracts (Rights of Third Parties) Act**

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

#### **25. Governing Law and Jurisdiction**

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 non-exclusive jurisdiction of the Courts of Singapore. Nothing in this Clause 25 shall limit the right of the Bank to bring or commence any proceedings against the Cardmember in any other court of competent jurisdiction elsewhere.