

# **BUSINESS DEBIT CARD**

## **Terms and Conditions**



# Standard Chartered Bank (Singapore) Limited Business Debit Card Terms and Conditions

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### Important notice

This document sets out the general terms and conditions for the Business Debit Card provided by Standard Chartered Bank (Singapore) Limited. Please read this document carefully to ensure you fully understand it. If you have any questions, please visit any of our branches or our website at [sc.com/sg/business](http://sc.com/sg/business) or call our customer service hotline to speak to our customer service officer.

## 1. INTRODUCTION

1.1 These Terms and Conditions set out the terms and conditions applicable to the use of the Card(s) issued by the Bank to the Cardholder(s) pursuant to the instructions in the Application Form, and are to be read together with the General Business Banking Terms and Conditions (including the terms relating to Lending Services, Trade Services and Foreign Exchange Services), as the same may be updated or amended from time to time at [sc.com/sg/business/booklet](http://sc.com/sg/business/booklet), which you confirm and acknowledge that you have read and agreed to. In the event of conflict between the General Business Banking Terms and Conditions (including the terms relating to Lending Services, Trade Services and Foreign Exchange Services), and these Terms and Conditions, these Terms and Conditions shall prevail, save as otherwise specified herein.

## 2. DEFINITIONS

2.1 In these Terms and Conditions:

**"Account"** means the Singapore dollar current account maintained in your name with the Bank and designated by you in the Application Form as the account to be debited in connection with the use of the Card;

**"Account Allocated Amount"** at any time means the total of:

- the Transaction Allocated Amount; and
- the total amount out of the Credit Balance which the Bank has allocated and set aside at that time in respect of all transactions (other than Card Transactions) proposed to be effected on or in respect of the Account;

**"Account Statement"** means a statement rendered by the Bank reflecting the amounts debited from and/or paid to the Account stated in such statement, and 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;

**"Agreement"** means these Terms and Conditions and the Application Form;

**"Application Form"** means the application form for the Business Debit Card(s) completed by you and Cardholder(s) and submitted to the Bank;

**"Available Credit Balance"** in relation to the Account means the amount by which the Credit Balance exceeds the aggregate of:

- the total amount of all cheques and/or bills which have been credited to the Account but which have not been cleared or collected; and
- the amount of the Account Allocated Amount on the Account;

**"ATM"** means the automated teller machine or any card-operated machine which accepts the Card, including but not limited to machines belonging to the Bank or the VISA Global ATM network or the PLUS System ATM network or the MasterCard Cirrus ATM network;

**"Bank"** means Standard Chartered Bank (Singapore) Limited, its successors and assigns;

**"Banking day"** means a day other than Saturday, Sunday and Public holiday in Singapore on which the Bank is open for business operating;

**"Card"** means any card issued by the Bank as a debit card to a Cardholder pursuant to the instructions in the Application Form and which bears the name "MasterCard" or "VISA" and/or the service mark of MasterCard or VISA and any replacements and/or renewals thereof;

**"Card Particulars"** in relation to any Card, means the Card number, expiry date and name embossed on the Card, and the PIN of the Card;

**"Card Transaction"** means any payment made or transfer effected or Cash Withdrawal obtained by, through or from the use of the Card and/or the Card Particulars of the Card, including but not limited to online, mail, telephone or facsimile orders or reservations, regardless of whether a sales draft or other voucher or form is signed by the Cardholder;

**"Cardholder"** in relation to any Card, means the individual to whom the Card is issued and whose name appears on the Card;

**"Cardholder Information"** means any and all information in respect of the Cardholder, the Account, the use of the Card and the Cardholder's financial affairs and/or standing, any of the products, services and facilities offered, granted or made available by the Bank to the Cardholder from time to time (as may be withdrawn, added to or modified by the Bank in its discretion), any transactions or dealings between the Bank and the Cardholder and any agreements between the Bank and the Cardholder;

**"Cash Withdrawal"** means a disbursement of funds in any currency, in cash, by way of transfer by phone, electronically or any other means to a bank account or by way of any other form of payment to any party, obtained through the operation of the Account or by the use of the Card at ATMs, the Bank, any Merchant or other participating banks or financial institutions;

**"Credit Balance"** at any time in relation to the Account means the balance in your favour on the Account at that time;

**"Customer Information"** means any and all information in respect of you, the Account, the use of the Card and your financial affairs and/or standing, the beneficial owners and beneficial ownership of the Account, any of the products, services and facilities offered, granted or made available by the Bank to you from time to time (as may be withdrawn, added to or modified by the Bank in its discretion), any transactions or dealings between the Bank and you and any agreements between the Bank and you;

**"Daily Limit"** in relation to any Card means the limit indicated by you and Cardholder in the Application Form to be the total daily limit which such Cardholder may debit from the Account for the purpose of any Card Transaction by or through the use of such Card and/or the Card Particulars;

**"MasterCard"** means MasterCard International Incorporated;

**"Merchant"** means any person with whom the Bank or any member or licensee of MasterCard or VISA 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;

**"Overdrawn Balance"** in relation to the Account means the balance in favour of the Bank on the Account, if any;

**"PIN"** in relation to any Card means the Personal Identification Number issued to or selected by the Cardholder in relation to that Card;

**"related corporation"** shall have the meaning ascribed thereto in the Companies Act, Chapter 50 of Singapore;

**"Terminal"** means any computer or electronic equipment and includes an ATM;

**"Terms and Conditions"** means these terms and conditions, as may be amended, supplemented or replaced from time to time;

**"Transaction Allocated Amount"** at any time means the total amount out of the Credit Balance which the Bank has set aside or allocated at that time in respect of all the Card Transactions effected or proposed to be effected;

**"Transaction Limit"** in relation to the Account or any Card, means the limit prescribed by the Bank at its discretion from time to time which the Bank may at any time and from time to time vary without notice, up to which the total amount debited (or attempted to be debited) to the Account for the purpose of any Card Transactions by or through the use of such Card and/or the Card Particulars may reach before the Bank refuses to authorise or approve any further Card Transactions by or through the use of such Card and/or the Card Particulars. Such limit may be set by reference to a period of time or any other parameters as the Bank considers appropriate, with or without notice to you and/or the Cardholder; and

**"VISA"** means VISA International Service Association.

- 2.2 Words referring to the singular number include the plural number and vice versa. Words referring to the masculine gender also refer to the feminine and neuter genders. Reference to a person includes reference to a sole proprietor, partnership firm, company, corporation or other entity. Reference to a Clause is to a clause of these Terms and Conditions. The headings to the Clauses are for reference only and shall not be taken into consideration in the interpretation or construction of this Agreement.
- 3. THE CARD AND PIN**
- 3.1 Upon the Bank's approval of the Application Form, the Bank shall send to the Cardholder the Card and the PIN and any renewal or replacement thereof by post to your address in the records of the Bank at your sole risk.
- 3.2 Upon receipt of the Card, the Cardholder must sign on the Card immediately. All facilities made available by the Bank to the Cardholder in respect of the Card are subject to these Terms and Conditions and all other agreements, notices or other documents arising out of or in connection with the Agreement.
- 3.3 The Card shall remain the property of the Bank at all times. At the request of the Bank, you and/or the Cardholder(s) must immediately return the Card(s), cut in halves, to the Bank.
- 4. USE OF CARD AND CARD PARTICULARS**
- 4.1 The Cardholder may use the Card and/or the Card Particulars to carry out Card Transactions, subject to these Terms and Conditions and such terms and conditions, requirements, limitations and procedures as may be imposed or established by the Bank, any Merchant, or MasterCard or VISA from time to time.
- 4.2 You and the Cardholder must ensure that during the validity period printed on the Card or such other validity period as may be determined by the Bank in the Bank's discretion, no one other than the Cardholder uses the Card or the Card Particulars and neither the Card nor the Card Particulars are used for any unlawful purpose.
- 5. TRANSACTION LIMIT AND AVAILABLE CREDIT BALANCE**
- 5.1 The Bank may at its discretion set a Transaction Limit and/or modify the Transaction Limit for the time being. In calculating whether the Transaction Limit has been exceeded, the Bank may take into account the amount of any Card Transaction which the Cardholder has carried out but which has not been debited from the Account and any authorisation given by the Bank to a Merchant or any other person in respect of an anticipated Card Transaction.
- 5.2 Upon being 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 Account, the Bank may allocate and set aside out of the Available Credit Balance such amount as may be estimated by the Bank to be the amount for which that Card Transaction is likely to be effected or completed. The Bank may decline the withdrawal or use of any amounts so allocated and set aside. You and/or the Cardholder may not stop payment on such Card Transaction nor use any sum so allocated or set aside.
- 5.3 Any amount allocated and set aside pursuant to Clause 5.2 with respect to any proposed Card Transaction:
- may be set aside for so long as the Bank may determine to be appropriate in the circumstances;
  - may not be the exact amount for which that Card Transaction is effected; and
  - shall not restrict or limit the Bank's right to debit the Account with the amount of that Card Transaction regardless of whether the amount is the same as the amount the Bank had allocated and set aside.
- 5.4 The Cardholder agrees that he/she shall effect a Card Transaction only if there are sufficient funds in Account to cover such transactions and the total charges incurred under the Account shall not exceed the Transaction Limit. The Cardholder shall not effect or attempt to effect any Card Transaction that would result in the Transaction Limit being exceeded.
- 6. DAILY LIMIT**
- 6.1 You and Cardholder(s) may set a Daily Limit for each Cardholder. Where a Daily Limit is set in respect of a Cardholder, such Cardholder shall not effect or attempt to effect any Card Transaction that would result in the Daily Limit being exceeded.
- 6.2 For the avoidance of doubt, the Bank shall be under no obligation to monitor and/or ensure that a Cardholder has not exceeded the Daily Limit set by you and such Cardholder, and the Bank shall be entitled to debit the Account for the full amount incurred by a Cardholder notwithstanding that the Daily Limit set by you and such Cardholder has been exceeded.
- 7. THE ACCOUNT**
- 7.1 If the Card Transaction is denominated in a currency other than the currency of the Account, the Bank shall be entitled to convert the currency of the Card Transaction into the currency of the Account, at such rate(s) of exchange and in such manner as may be determined by the Bank at its discretion and debit such sum as converted by the Bank from the Account. Any risk or loss arising from conversion of any amount from one currency to another or from any fluctuation in any exchange rates shall be borne by you.
- 7.2 The Bank may at its discretion (but shall not be obliged to) allow any Account to be overdrawn, in which case the Bank may charge interest on the Overdrawn Balance subsisting at any time on the Account and such interest shall be calculated on such basis and at such rate as the Bank may at its discretion from time to time set without notice, subject to a minimum monthly charge of such sum as the Bank may set. The Bank may debit any such interest or charge to the Account monthly or at such other intervals as the Bank may at its discretion determine. However, nothing in the Agreement shall impose any obligation on the Bank to grant you any loans, advances or credit facility on the Account.
- 7.3 The Card number embossed on the Card may not correspond to the Account number.
- 7.4 In the event that the Bank approves any request by you to designate another account maintained with the Bank as the "Account" for the purpose of the Agreement in lieu of the existing Account, then that other account shall be the Account for the purpose of the Agreement with effect from such date as the Bank may at its discretion determine without notice provided that the Agreement shall continue to apply with respect to any Card Transaction for which amounts have been allocated and set aside with respect to the previous Account.
- 7.5 Notwithstanding anything to the contrary in any other agreement with you (whether alone or with any other person(s), if any) relating to the Account:
- the Bank shall be entitled to retain the whole or any part of the Available Credit Balance on the Account for a period of 30 days from the date when the Account is closed (whether at or in the absence of your request);
  - the rights conferred on the Bank under the Agreement shall not cease or determine after the closure of the Account and/or the termination of the use of any Card(s) or the Agreement; and

- (c) the Bank shall be entitled to continue to debit the Account with respect to any interest, fees or charges and/or Card Transactions effected whether before or after the closure of the Account and/or the termination of the use of any Card(s) or the Agreement and your liability to the Bank under the Agreement for any balance due to the Bank on the Account shall continue, notwithstanding the closure of the Account and/or the termination of the use of any Card(s) or the Agreement.
- 8. LOSS / THEFT OF CARD / DISCLOSURE OF CARD PARTICULARS**
- 8.1 The Cardholder must ensure that the Card is kept in a secure location and exercise due care and diligence to prevent its loss or theft.
- 8.2 The Cardholder must not disclose, and must take all care to prevent from becoming known, the Card Particulars of any Card to any other person (other than any Merchant for the purpose of effecting a Card Transaction).
- 8.3 If the Card is lost or stolen or the Card Particulars are disclosed to a third person without your authorisation or any Card Transaction has been effected without your authorisation and the Cardholder, you and/or the Cardholder must immediately:
- (a) notify and give the Bank a written confirmation; and
- (b) lodge a police report,
- in respect of such loss, theft, disclosure or unauthorised Card Transaction.
- 8.4 You and/or the Cardholder must provide the Bank with all information as to the circumstances of the loss or theft of the Card, disclosure of Card Particulars or unauthorised Card Transaction and render such assistance as the Bank may require.
- 8.5 Once you and/or the Cardholder has notified the Bank pursuant to Clause 8.3, the Cardholder must not make use of the Card or the Card Particulars of the Card thereafter. If any lost or stolen Card is recovered, the Cardholder must immediately return to the Bank the Card cut in halves without using it.
- 8.6 The Bank may, in its absolute discretion, issue a replacement Card or a new PIN upon such terms and conditions as the Bank may deem fit, and the Bank reserves the right to charge such administrative fee specified in Clause 9.1(c).
- 9. CHARGES AND FEES**
- 9.1 The Bank is entitled to charge and debit from the Account:
- (a) an annual membership fee for the Card. The Bank will provide you with 30 days' notice prior to debiting the said fee;
- (b) an administration fee and overdraft interest as determined by the Bank in its sole discretion, if the Account becomes overdrawn without the prior authorisation of the Bank;
- (c) an administrative fee for the replacement of any Card or for the provision of any records, statements, sales drafts, credit vouchers or other documents relating to the use of the Card or Account and copies thereof at your request; and
- (d) any fees and/or charges for any service or facility provided by the Bank or for any action taken by the Bank in connection with the Account.
- 9.2 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 the Agreement, and the Bank may debit the amount of such tax from the Account.
- 9.3 The Bank shall be entitled to debit the Account at any time in respect of any sum howsoever due or owed by you to the Bank (whether in respect of any Card Transaction, or as fees, charges or otherwise) notwithstanding that an Overdrawn Balance would result therefrom.
- 9.4 All fees and charges to be paid by you under the Agreement are not refundable in any event.
- 9.5 All charges payable under these Terms and Conditions and/or the Agreement shall be calculated with reference to a year of 365 days, and compounded on a monthly rest basis or such other basis as the Bank shall deem fit from time to time and shall be levied until the date of payment in full of all outstanding sums due from you to the Bank.
- 9.6 The Bank may determine and/or vary at any time the amounts, rates and/or basis of calculation of all fees and charges provided by these Terms and Conditions and/or the Agreement to be paid by you.
- 9.7 All charges payable under these Terms and Conditions and/or the Agreement are payable by you after as well as before judgment.
- 10. YOUR RESPONSIBILITIES AND LIABILITY FOR CHARGES**
- 10.1 You shall ensure that the Cardholder shall at all times comply with, observe and discharge all the Cardholder's obligations under the Agreement. You agree it shall be fully and solely liable and responsible for any act, omission, fraud, negligence and/or default of the Cardholder.
- 10.2 You are liable for and must pay the Bank on demand the outstanding balances incurred by all Cardholder(s) including all interests, fees and charges debited to the Account in accordance with these Terms and Conditions and any other agreement between you and the Bank, whether before or after the close of the Account and/or termination of the use of any Card(s). For the avoidance of doubt, you shall remain liable under this Clause 10.2 notwithstanding that one or more Cardholders have exceeded the Transaction Limit and/or the Daily Limit applicable to each such Cardholder.
- 10.3 If the Card is lost or stolen or the Card Particulars are disclosed to a third person or any Card Transaction has been effected without your authorisation and the Cardholder, you shall remain liable for all Card Transactions effected before the Bank receives notification of such loss, theft, disclosure or unauthorised Card Transaction given in accordance with Clause 8.3.
- 11. VARIATION / TERMINATION OF USE OF CARD AND ACCOUNT**
- 11.1 The Bank is entitled, in its absolute discretion, at any time without giving notice or any reason and without any liability to you and/or the Cardholder to:
- (a) modify or vary any or all of the services, functions and facilities available through the use of any Card or the Card Particulars of any Card;
- (b) permit a Card Transaction to be effected (even if the Transaction Limit has been or will be exceeded and even if the Available Credit Balance is less than the amount of the Card Transaction);
- (c) refuse to authorise any Card Transaction (even if the Transaction Limit has not been and will not be exceeded and even if the Available Credit Balance exceeds the amount of the Card Transaction);
- (d) cancel or suspend the Cardholder(s)' right to use the Card(s) and/or Card Particulars of any Card(s) in respect of specific facilities;
- (e) terminate or suspend the Cardholder(s)' right to use the Card(s) and/or Card Particulars of any Card(s) entirely; or
- (f) refuse to re-issue, renew or replace the Card(s),
- which will not, in any case, affect your or the Cardholder's obligations under the Agreement.
- 11.2 Without prejudice to the generality of the foregoing, the Bank may carry out the actions described in Clauses 11.1(e) or 11.1(f) upon the occurrence of any one or more of the following events:

- (a) your insolvency, winding up or being placed in liquidation, administration, judicial management or receivership; or
  - (b) the Cardholder(s)' bankruptcy, death or other legal incapacity; or
  - (c) if, in the Bank's opinion, you and/or the Cardholder(s) are in breach of the Agreement.
- 11.3 Where the Bank carries out the actions described in Clauses 11.1(e) or 11.1(f):
- (a) the Bank shall be entitled to immediately debit from the Account all Card Transactions which the Cardholder has effected at any time before such actions of the Bank, including Card Transactions which have not been debited from the Account as of such time; and
  - (b) the Cardholder must immediately cease to use that Card and/or the Card Particulars of that Card and must return to the Bank the Card cut in halves.
- 11.4 You may terminate all or any of the Card(s) at any time by giving the Bank written notice of termination. You agree that it shall terminate a Card if the Cardholder in respect of the Card ceases to hold any position with you or otherwise ceases to be authorised to use the Card. For the avoidance of doubt, the Bank may terminate any Card pursuant to your instructions without giving any notice to the Cardholder.
- 11.5 The Cardholder may terminate the use of the Card by giving the Bank written notice of termination.
- 11.6 Upon termination of the Card, you or Cardholder will not use or attempt to use the Card and/or the Card Particulars. Upon the termination of the Account for any reason, you or Cardholder shall not continue to use their Card(s).
- 11.7 The closure of the Account and/or the termination of the use of the Card(s) for any reason shall not affect the Agreement, which shall continue to subsist with full force and effect with respect to all interests, fees and charges which may have accrued and which may accrue in the future in accordance with these Terms and Conditions and in relation to the use of any and all Cards.

## 12. EXCEPTIONS AND EXCLUSIONS

- 12.1 The Bank shall not be responsible for (i) any goods or services supplied by any Merchant or (ii) the quality, performance or delivery of such goods or services or (iii) any benefits, discounts or programmes of any Merchant which may be made available or introduced by the Bank to the Cardholder. Regardless of the non-delivery or non-performance of or any defect in such goods or services or the failure of any Merchant to provide or make available to the Cardholder any of the afore-mentioned benefits, discounts or programmes, the Bank shall be entitled to debit from the Account all Card Transactions.
- 12.2 If the Cardholder has a complaint against any Merchant, the Cardholder shall seek redress in respect of such complaint from the Merchant directly and your liability to the Bank will not be affected by any dispute or counterclaim or right of set-off which the Cardholder may have against such Merchant.
- 12.3 The Bank is not responsible or liable in any way to you and/or the Cardholder in respect of any loss arising directly or indirectly from:
- (a) the Card not being accepted or honoured by any Merchant, bank, financial institution or third party for any reason whatsoever or if the Bank refuses to authorise any Card Transaction for any reason;
  - (b) the delay or the inability of the Bank to perform its obligations under this Agreement due, directly or indirectly, to the failure of any machine, system of authorisation, data processing or communication system or transmission link or industrial dispute, war, or anything outside the Bank's control or the control of the Bank's servants, agents or independent contractors;

- (c) the use of or inability to use the Card in any manner whether or not as a result of any malfunction of a Terminal;
- (d) any injury to the credit, character and your reputation and/or the Cardholder arising from any repossession of the Card or any request for its return under the Agreement;
- (e) any Card Transaction and the utilisation of any facilities in connection with the Card and/or the Account effected by a person not entitled or authorised to do so;
- (f) any damage to or loss of or inability to retrieve any data or information that may be stored in any Card or any microchip or circuit or device in any Card; and
- (g) any delay in the release of any amount allocated and set aside in the Account or the failure by the Bank to follow any payment instruction given by you and/or the Cardholder(s) due to insufficient available funds in the Account or insufficient available funds arising from the Bank allocating and setting aside amounts in the Account or the delay in releasing such setting aside.

## 13. VARIATION OF THE TERMS AND CONDITIONS

- 13.1 The Bank is entitled, in its absolute discretion, to amend, vary or modify the Terms and Conditions at any time either by giving you and the Cardholder(s) written notice or by publishing the revised Terms and Conditions on the Bank's website from time to time; such changes so notified or published will be binding on you and the Cardholder(s) with effect from the date as the Bank may specify.
- 13.2 If you and/or the Cardholder(s) do not accept any such changes to the Terms and Conditions, you shall terminate the use of the Card in accordance with Clause 11.4 and the Cardholder(s) shall immediately discontinue any use of the Card.
- 13.3 If the Cardholder retains or uses the Card or the Card Particulars after the Bank has given you and the Cardholder notice of any changes in the Terms and Conditions, you and the Cardholder will be deemed to have accepted and agreed to such changes without reservation.

## 14. DISCLOSURE

- 14.1 You and the Cardholder(s) irrevocably and unconditionally consent to the Bank and any officer (as defined in the Banking Act (Cap.19)) of the Bank to disclose any Customer Information and/or Cardholder Information wherever situated including information residing in the global data systems of the Bank or its related corporates as the Bank shall consider appropriate for any purpose whatsoever as the Bank may think fit to:
- (a) any officer of the Bank;
  - (b) the Bank's head office, branches, representative offices, subsidiaries, related corporations or affiliates (each a "Bank Group Entity"), including their employees, officers, agents, servants, correspondents, independent contractors or associates and duly appointed third party service providers, in Singapore or overseas;
  - (c) any other person, whether situated in Singapore or elsewhere:
    - (i) to whom the Bank outsources the performance of its operational functions or any person participating in the provision to the Bank, the Bank's agents, insurers, contractors, professional advisors, outsourced agents appointed by the Bank, or any other third party service provider of services (including, but not limited to the making, printing, storing, mailing of cheques and cheque-books, stationery, envelopes, cards, labels, mailers or any other documents or items containing any Customer Information and/or Cardholder

Information, sending of messages to you and/or Cardholder(s) by way of the short message service (SMS), debt collection, professional, management, administrative, delivery, ATM, electronic, telecommunications, computer, payment, collections, security, investigation, clearing, credit reference, marketing, checking services, promoting any products or services) whether in Singapore or outside Singapore, under or in connection with the Account or the Bank's business;

- (ii) who is a police or public officer conducting an investigation in connection with any offence;
- (iii) for the purpose of marketing or cross-selling the Bank's products or services;
- (iv) who is a bank, financial institution or credit or charge card company;
- (v) who is a credit bureau. You and the Cardholder(s) also agree to such credit bureau making disclosure of such information to parties to whom such credit bureau is permitted to disclose the same for the purpose of the assessment of the creditworthiness of any persons;
- (vi) who is a Merchant;
- (vii) who is a member institution of MasterCard or VISA;
- (viii) to whom (including, without limitation, all regulatory, supervisory or other government authority or body, court of law or tribunal whatsoever, in Singapore or any other jurisdiction, for any purpose whatsoever) such disclosure is required by law, regulation, judgment, or order of court or order of any other tribunal or pursuant to any directives of such entities) to be made by any Bank Group Entity;
- (ix) who is an actual or potential assignee(s) or transferee(s) of any rights and obligations of the Bank or other participants in any of its rights and/or obligations under or relating to the Account; or
- (x) who is a person whom the Bank and/or its officers consider in good faith is in the interest of the Bank to make such disclosure to, and you and the Cardholder(s) hereby acknowledge that each of the above-mentioned entities or persons may at all times disclose Customer Information and Cardholder Information to the Bank and to each other.

14.2 You and the Cardholder(s) consent to and authorises the use by the Bank of any Customer Information and Cardholder Information for the purposes of the sending of commercial messages to you. The provisions in this Clause 14.2 shall constitute the consent by you and the Cardholder(s) for the purpose of the provisions of any spam control laws (whether in Singapore or elsewhere).

14.3 The Bank's rights to disclose Customer Information and Cardholder Information under this Clause 14 will continue even if the Account is closed or the use of any Card is terminated or the Agreement is terminated.

14.4 The Bank's rights under this Clause 14 shall be in addition and without prejudice to other rights of disclosure available pursuant to the Banking Act (Cap. 19) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

## 15. OUTSOURCING

15.1 The Bank shall have the absolute discretion to outsource or sub-contract any part of its business or functions, including its banking

operations to such third party (including without limitation to any related corporation or other party outside Singapore) and on such terms as the Bank deems fit. You and the Cardholder(s) agree that such outsourcing may involve the transfer of Customer Information and/or Cardholder Information within or outside Singapore and you and the Cardholder(s) agree to authorise access by such third party to process or deal with Customer Information and/or Cardholder Information. You and the Cardholder(s) acknowledge that such third party may, in certain circumstances be required to, and you and the Cardholder(s) agree that it may, disclose Customer Information and/or Cardholder Information (as the case may be) to any other party. Such circumstances include, but are not limited to, the third party being compelled to disclose such information pursuant to a court order, criminal investigations or prosecutions, and where so ordered or requested by a tribunal, or government, tax or other regulatory authority.

## 16. RIGHT OF SET-OFF / COMBINATION

16.1 You hereby authorises the Bank to, at any time, without prior notice, demand or liability to you, combine or consolidate any and all account(s) maintained by you with the Bank and/or set-off or transfer any monies standing to the credit in any or all such account(s) in or towards the full or partial discharge of any and all sums due to the Bank from you on the Account or under the Agreement, notwithstanding that the credit balances on such accounts may not be expressed in the same currency and the Bank is hereby authorised to effect any necessary conversions at the Bank's own rate of exchange then prevailing.

16.2 Clause 16.1 applies to such other accounts wheresoever situated, including those in overseas branches of the Bank and in different jurisdictions, and whether such other accounts are held by you alone or jointly with others and whether or not such other accounts are current, savings, time-deposit (whether matured or not) or otherwise.

## 17. CONCLUSIVENESS OF DOCUMENTS

17.1 You and Cardholder(s) agree that:

- (a) the Bank may record telephone calls between you and/or the Cardholder(s) and the Bank, electronic mail instructions and/or communications from you and/or the Cardholder(s). Such recordings will be conclusive and binding evidence against you and/or the Cardholder(s) for all purposes whatsoever and shall be conclusive evidence of the instructions, information and/or content of the calls or electronic mails and the Bank may, in its absolute discretion, destroy any document relating to the Card and/or the Account after microfilming the same. You and Cardholder(s) agree that all such recordings and all the Account Statements and other records of the Bank (including computer and microfilm stored records) of all matters relating to the Card and/or the Account are admissible in evidence in any proceedings and you and/or the Cardholder(s) will not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records and statements merely on the basis that such records were incorporated and/or set out in electronic form or are produced by or were the output of a computer system, and you and the Cardholder(s) hereby waive any right (if any) to so object; and

- (b) any document relating to any Card Transaction with the signature of any Cardholder shall be conclusive evidence of the fact that the Card Transaction as therein stated or recorded was authorised and properly made or effected by the Cardholder.



- 17.2 If you do not notify the Bank in writing of any error or inaccuracy in any Account Statement within 14 days from the date of his receipt of such Account Statement or the date when such Account Statement shall have been deemed received by you, such Account Statement shall constitute conclusive evidence as against you that every Card Transaction stated therein has been effected by and duly approved and authorised by the Cardholder. Nothing herein shall prevent the Bank from rectifying any errors or omissions in any statement or advice, and any statement or advice so rectified shall be binding on you.
- 18. REWARDS PROGRAMME**
- The Bank may from time to time offer a rewards programme in connection with the use of the Card(s), and any such rewards programme shall be subject to such additional terms and conditions as the Bank may at its sole discretion prescribe from time to time.
- 19. COMMUNICATIONS**
- 19.1 All Account Statements, notices, demands or other communication under the Agreement may be left at your last known address on the Bank's records; and/or sent by ordinary post to your last known address on the Bank's records; and/or sent by facsimile transmission to your last known facsimile number on the Bank's records; and/or sent by electronic mail or through the Internet or any electronic medium selected by the Bank to your last known electronic mail address on the Bank's records; and/or published in such manner as the Bank may select.
- 19.2 All communication is deemed to have been effectively served on you and/or the Cardholder on:
- the date of delivery if delivered by hand;
  - one banking day immediately following the date of posting if sent by post in Singapore and [five banking days] after the date of posting if sent by post to an address outside Singapore;
  - on the date of transmission if sent by facsimile transmission, electronic mail, Internet or any electronic medium selected by the Bank; and
  - on the date of publication if published, notwithstanding that (in the case of Clauses 19.2(a) to 19.2(c)) it is not received by you and/or the Cardholder or is returned undelivered.
- 19.3 Without prejudice to Clauses 19.1 and 19.2, the Bank may send to you and/or the Cardholder(s) any marketing or promotional materials or any other communication (including but not limited to information, cards, postcards, mailers, letters, any other documents or items) by short message service (SMS) to your last known cell-phone number or the Cardholder(s) (as the case may be) on the Bank's records, by electronic mail to your last known electronic mail address or the Cardholder(s) (as the case may be) on the Bank's records, by facsimile transmission to your last known facsimile number or the Cardholder(s) (as the case may be) on the Bank's records, by ordinary pre-paid or personal delivery to your last known address or the Cardholder(s) (as the case may be) on the Bank's records. You agree that the Bank may also send to you and/or the Cardholder(s) by SMS or electronic mail or any other form of electronic means to the last known cell-phone number or electronic mail address on the Bank's records, payment amount reminders including the payment due dates, reminders on any missed payments, alerts on any suspected account activities or any other information as the Bank may in its sole and absolute discretion think fit to disclose through such means. You and the Cardholder(s) acknowledge, agree and consent that Customer Information and/or Cardholder Information (as the case may be) may be disclosed, whether inadvertently or otherwise, to any third party, whether authorised or unauthorised, who may have, or may gain access in any way whatsoever to such SMS, email, facsimile or postal transmission sent by the Bank to you and/or the Cardholder.
- 19.4 The Bank may serve any writ of summons or any legal process or document requiring personal service in respect of any action or legal proceedings under the Agreement on you or the Cardholder (as the case may be) by leaving it at your last known address (whether within or outside Singapore) or the Cardholder (as the case may be) on the Bank's records; and/or sending it by post to your last known address (whether within or outside Singapore) or the Cardholder (as the case may be) on the Bank's records. Service of such legal process or document is deemed to have been duly served on you or the Cardholder (as the case may be) on the date of delivery if it is delivered by hand; and one banking day immediately following the date of posting if sent by post in Singapore and [five banking days] after posting if sent by post to an address outside Singapore. Service of such legal process is deemed to be good and effectual service of such legal process on you or the Cardholder (as the case may be) and nothing in the Agreement shall affect the Bank's right to serve legal process in any other manner permitted by law.
- 19.5 Unless the Agreement otherwise provides, all communication, requests and instructions from you and/or the Cardholder must be in writing and in accordance with the Bank's prescribed procedure then prevailing.
- 20. GENERAL**
- 20.1 You must indemnify and keep the Bank fully indemnified against:
- all claims, demands, actions and proceedings which may be made against the Bank;
  - damage, liability, loss, cost and expense (including legal costs on a full indemnity basis) which the Bank may incur, sustain or suffer, whether directly or indirectly, arising from or in connection with:
    - the use or misuse of the Card or the Card Particulars with or without your knowledge or authority; or
    - the negligence, misconduct or breach of any term and/or condition of the Agreement on your part and/or the Cardholder(s); or
    - recovering or attempting to recover any Card and/or any sum due to the Bank on the Account or under or in connection with the Agreement; or
    - any matter otherwise arising out of or in connection with the Agreement.
- 20.2 A request by mail, telephone, facsimile transmission or other means of communication to a Merchant for the supply of goods and/or services to be charged to the Account, whether or not made or authorised by the Cardholder and whether a sales draft, voucher or document is signed by the Cardholder, is a valid Card Transaction and the Bank will debit the Account with such Card Transaction.
- 20.3 Without prejudice to Clause 19.5, you agree that the Bank is authorised, but shall not be obliged, to act on your instructions and/or Cardholder given by you and/or the Cardholder or a person authorised by you and/or the Cardholder by telephone or facsimile transmission or other means of telecommunication ("telecommunication instructions") which is believed by the officer or employee of the Bank attending to such instruction or request to have been given or made or authorised by you and/or the Cardholder notwithstanding that such instruction or request may not have been given or made or authorised by you and/or the Cardholder and regardless of any fraud that may exist in relation to such instruction or request. The Bank shall not be liable to you or the Cardholder for any loss or damage arising as a consequence of its acting on or acceding to any such instruction or request.

- 20.4 Neither the acceptance or approval by the Bank of any instruction or arrangement for any monthly or periodic payment of any charge of any Merchant by monthly or periodic deduction effected on the Account or in respect of any monthly or periodic Card Transaction nor the execution by the Bank of any such deduction in respect of any month or period shall impose upon the Bank any obligation to effect such deduction in respect of each and every month or period and the Bank shall not be liable for any loss or damage suffered or incurred as a consequence of any failure or neglect by the Bank to effect any deduction or Card Transaction in respect of any one or more month(s) or period(s).
- 20.5 The use of any Card is also subject to other terms and conditions governing the use of other facilities or benefits which may from time to time be made available to you.
- 20.6 You and the Cardholder(s) are not entitled to assign all or any part of their rights under the Agreement. The Bank may assign, sub-participate or transfer any or all of its rights and obligations under the Agreement.
- 20.7 If any one or more of the provisions of the Agreement or any part thereof is illegal, invalid or unenforceable under any applicable law in any jurisdiction, it will not affect the legality, validity or enforceability of the remainder of the Agreement in such jurisdiction nor the legality, validity or enforceability of the Agreement in any other jurisdiction.
- 20.8 The remedies under these Terms and Conditions are cumulative and are not exclusive of the remedies provided by law.
- 20.9 The Bank's failure or delay to exercise its rights and remedies under the Agreement is not deemed to be a waiver or partial waiver thereof by the Bank; no waiver by the Bank of any breach of the Agreement by you and/or the Cardholder will be considered as a waiver of any subsequent breach of the same or any other provision of the Agreement.
- 20.10 You and/or the Cardholder shall be bound by all terms and conditions governing the use of such facilities, benefits or services which may from time to time be made available to you and/or the Cardholder in connection with the Account. In the event of a conflict between these Terms and Conditions and such other terms and conditions, the former shall prevail and the latter shall be deemed to be modified so far only as it is necessary to give effect to these Terms and Conditions.
- 20.11 A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any term of the Agreement.
- 20.12 The Agreement is governed by the laws of Singapore. You and the Cardholder(s) each hereby submits irrevocably to the non-exclusive jurisdiction of the courts of Singapore with respect to any claim or dispute concerning or arising from the Agreement or any Card Transaction.

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