

UOB CARDMEMBER AGREEMENT

This document sets out the general terms and conditions which will apply to credit cards we may agree to provide to you from time to time. These terms and conditions are binding on you therefore it is important that you read and understand this document. Please refer to Clause 14 (*Meaning of Words*) for the definitions of some of the words used in this document.

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1. INTRODUCTION

- 1.1 The terms and conditions set out herein ("this Agreement") apply to Cards we may issue you from time to time.
- 1.2 Each Card may have its own additional set of terms and conditions. The terms in this Agreement will not apply to the extent that they are inconsistent with, or expressly overridden by, the additional terms of a specific Card.
- 1.3 By applying for the Card, you agree to be bound by all the terms in this Agreement because you are deemed to have already read, understood and accepted each and every term. The terms in this Agreement and amendments made to them from time to time shall apply to:-
 - (a) any Card already issued to you;
 - (b) any Card and Service we may provide you with from time to time; and
 - (c) each time you make use of the Cards and Services.

2. THE CARD

Issue of Cards and PIN

- 2.1 After we have accepted your Card application, you can collect the Card personally, or we can send the Card and its PIN to you (which will be at your own risk) by ordinary post or in any other manner. We cannot be responsible for the Card or the PIN after it is collected or sent.

Signature

- 2.2 When you receive your Card you must sign it immediately.

Currency of Transaction

- 2.3 If a Card transaction is made in a foreign (non-Singapore dollar) currency, we will convert the transaction amount into Singapore dollars according to our usual practice. The conversion charges are set out in the Fees and Charges guide.

The Card Belongs to Us

- 2.4 The Card remains our property. You must not transfer the Card or lose custody or possession of it. When we ask you to return the Card, you must promptly cut it in half (for your protection) and return it to us.

3. YOUR LIABILITY AND RESPONSIBILITY

- 3.1 Only you as the authorised user can make transactions with the Card. You are responsible:-
 - (a) for all transactions made using the Card or the Card number including transactions made or instructions given by an Authorised Person or using any ATM;
 - (b) for ensuring that you, the Authorised Person, and Supplementary Cardmember comply with all the terms in this Agreement and all the terms that apply to your Card Account and all Accounts and Services that may be operated by or accessed using the Card; and

- (c) for any loss suffered as a result of failure to comply with all the terms in this Agreement and all the terms that apply to your Card Account and all Accounts and Services that may be operated by or accessed using the Card.
- 3.2 You and any Authorised Person must:-
- (a) not use any Card for any unlawful activity (for example, purchasing illegal goods or services) in any country;
 - (b) not use any Card to make any transaction that would cause the Credit Limit to be exceeded;
 - (c) not use or try to use any Card after the Card Account is closed, or after we tell you that the Card has been cancelled, or after we withdraw the use of the Card;
 - (d) provide to us, the information and documents we may need from time to time in connection with the use of any Card;
 - (e) cooperate with us in any investigation or litigation in connection with the use of any Card; and
 - (f) ensure that the Card is not defaced, damaged, bent, modified or tampered with in any way.

Security

- 3.3 You and any Authorised Person must:-
- (a) keep the PIN secret and confidential at all times;
 - (b) do all that is necessary to keep the PIN safe and prevent fraudulent or unauthorised access to or use of your Card and Card Account. Ways of protecting your PIN include:-
 - (i) memorising the PIN and not writing it down or recording it anywhere;
 - (ii) after (i) above, immediately destroying the advice issued for/with the PIN;
 - (iii) not telling anyone the PIN or letting anyone find out what it is;
 - (iv) when selecting a PIN, not selecting an obvious word or number or one that can be guessed easily or one that has been used before;
 - (v) changing the PIN regularly;
 - (c) report to us as soon as you:-
 - (i) become aware that the PIN is lost;
 - (ii) suspect that someone else knows the PIN;
 - (iii) suspect or become aware that there has been unauthorised use of your Card or access to the Card Account; and
 - (iv) change your personal particulars (for example, your identification and contact details).

Lost or Stolen Card / Disclosure of PIN

- 3.4 If the Card is lost or stolen or the PIN is disclosed, your Liability will be limited to S\$100-00 but only if you take all of the following steps:-
- (a) you immediately notify us of the loss or theft or disclosure of the PIN;
 - (b) you take all reasonable steps to help recover or stop the use of the Card;
 - (c) you give us a police report or a legal document called a statutory declaration in the form approved by us and any other document or information we require; and
 - (d) you have established, and we are satisfied that, you have not by your acts or omissions (directly or indirectly) caused or contributed to the occurrence of the loss, theft or disclosure of the PIN and the loss, theft or disclosure of the PIN is not due to your negligence, fraudulent act or default.
- 3.5 If the Card is lost or stolen or the PIN is disclosed, you will be responsible:-
- (a) for all transactions made by anyone using your Card until we receive your notification of its loss, theft or disclosure of the PIN; and
 - (b) for notifying the Payee Corporation with whom you have any standing payment arrangement to stop all direct debits to the Card or the Card Account.
- 3.6 We may issue a replacement Card or new PIN which will be on terms we stipulate.
- 3.7 If the lost or stolen Card is recovered, you must promptly cut it in half and return it to us as it cannot be used anymore.

4. CREDIT LIMIT

- 4.1 The Credit Limit is an overall limit that applies to all Cards issued to you or for your Card Account. We may change the Credit Limit at any time without prior notice to you. You must ensure that the Credit Limit is not exceeded at all times.

Calculating if Credit Limit is Exceeded

- 4.2 When we calculate if you have exceeded your Credit Limit, we take into account:-
- (a) the amount of any Card transaction made using all Cards (including transactions made with any Supplementary Card and transactions that have not yet been reflected in the statement of your Card Account);
 - (b) interest, fees, accrued finance and other charges; and
 - (c) any authorisation given to a Payee Corporation or any other party in connection with a proposed transaction using the Card.
- 4.3 We may, but need not, act on or allow any instruction or transaction which would result in the Credit Limit being exceeded, and if we were to act on or allow such instruction or transaction, you shall be responsible for the act or transaction carried out.

If Credit Limit Is Exceeded

- 4.4 If the Credit Limit is exceeded we can refuse to authorise any further Card transaction and you must immediately pay us the amount in excess of the Credit Limit.

5. CASH ADVANCE

Getting a Cash Advance

Most Cards may be used to request for cash advance of certain amounts and currencies at our counters and ATMs, and at the counters of other banks and their ATMs.

6. PAYMENTS

- 6.1 You must ensure that all payments are received by us on the due date in full, in immediately available funds, and in the currency in which they are due.

Pay By Due Date

- 6.2 You must pay the outstanding Card Account balance or the amount of minimum payment specified in your Card statement ("minimum payment"), on or before the due date specified in your Card statement.

What Happens If You Do Not Pay in Full

- 6.3 If we do not receive in full the amount you owe us or the minimum payment on or before the due date:-
- (a) you must pay late payment charges and interest on the unpaid amount (for details, please refer to the Fees and Charges guide); and
 - (b) we may suspend the use of any one or all Cards.
- 6.4 If we receive only the minimum payment by the due date, you must pay interest on any amount remaining unpaid (for details, please refer to the Fees and Charges guide).

Calculation of Minimum Payment

- 6.5 The minimum payment is determined based on the amount of outstanding Card Account balance:-

Amount of outstanding Card Account balance	Minimum Payment
less than S\$50-00	outstanding Card Account balance
equal to or more than S\$50-00 but does not exceed Credit Limit	3% of outstanding Card Account balance or S\$50-00 whichever is higher, plus any overdue amounts
exceeds Credit Limit	3% of Credit Limit, plus excess over Credit Limit, plus any overdue amounts

- 6.6 If we receive less than the minimum payment by the due date, the amount of minimum payment unpaid will be added to the amount of the following month's minimum payment.

Currency of Payment

- 6.7 You must pay us in Singapore dollars. If any payment received or recovered is in a foreign currency, we will convert such payment into Singapore dollars at the prevailing rate of exchange we use. You agree to indemnify us for any shortfall and will take full responsibility for any Loss and bear all the risks arising from the currency conversion.

Application of Payments

- 6.8 We may apply payments received by us in any order of priority and in any manner we think fit.

Payment In Full When We Request

- 6.9 Notwithstanding any term in this Agreement, we may demand from you at any time immediate repayment of any amount you owe us.

No Deductions

- 6.10 You are responsible for:-
- (a) ensuring that all payments you make are free and clear of and without any deduction or withholding in respect of any tax or levy unless the deduction or withholding is required by law. If you are required by law to make deductions or withholdings, you must ensure that the amount we receive is equal to the amount we would have received without the deduction or withholding; and
 - (b) reimbursing us for goods and services tax (by any name it is called) that we are required to collect, on any payment made.

7. SUSPENSION / CANCELLATION / TERMINATION

Suspend Card / Refuse Card Transaction

- 7.1 We may at any time:-
- (a) refuse to authorise any Card transaction;
 - (b) suspend or terminate the use of any Card;
 - (c) suspend or end the Card Account;
 - (d) change, de-activate or revoke the use of the PIN; or
 - (e) refuse to re-issue, renew or replace any Card,

without the need to give you our reasons for doing so.

Termination by You

- 7.2 You may terminate the Card and Card Account only if:-
- (a) we receive your notice to do so; and
 - (b) you return the Card to us cut in half for your protection; and
 - (c) you pay all Liabilities in connection with the Card and Card Account.

Termination by Us

- 7.3 Notwithstanding anything, we may close and revoke any one or all Cards, the Card Account and Services, with or without notice to you, if:-
- (a) you do not follow our instructions in connection with the Cards, Card Account or Services or you do not comply with any applicable law;
 - (b) we believe you have (i) offered, promised or given any bribe; or (ii) agreed to receive or accepted any bribe;
 - (c) in our opinion, any Card or any Card Account is not operated in a proper or regular manner;
 - (d) in our opinion, a banking relationship with you is no longer appropriate;
 - (e) you threaten to breach or you have breached, any term in this Agreement, or any other agreement whether relating to the borrowing of funds or the granting of advances or credit or otherwise;
 - (f) you have given us untrue, inaccurate, incomplete or misleading information;
 - (g) you do not pay on time any amount due to us;
 - (h) you pass away or become incapacitated;
 - (i) you become insolvent or bankrupt or subject to judicial proceedings;
 - (j) your assets are in jeopardy or subject to enforcement of a judgment by any party;
 - (k) any legal proceeding (civil or legal) or action (including garnishee order, writ of seizure and sale, injunction) is commenced or levied against you, or you have been convicted of a crime, or you or any security provider has acted inappropriately;
 - (l) any thing happens which, in our opinion, may have a material or adverse effect on your financial condition, assets or compliance with the terms of this Agreement;
 - (m) any other event of default occurs under any other agreements or arrangements between us;
 - (n) any of the events or proceedings under this clause occurs in relation to any third party who has agreed to provide or is providing security;
 - (o) it would constitute a breach of our agreement with any other party;
 - (p) it is necessary for us to do so in order for us to meet any obligation, either in Singapore or elsewhere in the world, in connection with the prevention of fraud, money laundering, terrorist activity, bribery, corruption or tax evasion, or the enforcement of economic or trade sanctions; or
 - (q) it is unlawful for us to continue to provide the Card Account or any Service or allow the use of the Card.

Our rights under this Agreement are without prejudice to any other rights and remedies we may have at law or under any other agreement or arrangement between us.

What Happens When The Card Account Is Terminated

- 7.4 If the Card Account is terminated:-
- (a) you cannot and must not use the Card;
 - (b) all benefits and privileges conferred by the Card are no longer available;
 - (c) you must promptly cut the Card in half and return it to us;
 - (d) you must immediately pay all amounts owing to us in connection with the Card including transactions not yet processed on your Card Account, accrued interest charges which have not yet been debited, and other fees and charges we may charge under these terms. You agree that charges may be imposed on the unpaid amounts owing to us until it is paid in full;
 - (e) no fees (including annual fees) will be refunded; and
 - (f) it is your responsibility to notify the Payee Corporation with whom you have any standing payment arrangement to stop all direct debits to the Card or the Card Account.

8. INTEREST, FEES AND CHARGES

- 8.1 The amount of interest, fees and charges are set out in the Fees and Charges guide and may be changed from time to time. We may introduce new interest, fees and charges and change existing interest, fees and charges from time to time and will notify you of the addition or change in accordance with the terms of this Agreement.
- 8.2 Interest, fees and charges payable will be charged and debited to the Card Account.

9. STATEMENTS OF ACCOUNT

- 9.1 Statements of account or confirmation advices will be sent by ordinary post. If your Card Account is inactive, we may not send you any statement.
- 9.2 If you think there is an error in your statement, you must make sure that we receive your objection within 14 days of the statement date. The statement shall be deemed correct if we do not receive your objection.
- 9.3 Your obligations to us (including your liability for interest) remain even if, for any reason, you do not receive your

statement. For the purpose of calculating interest and establishing the date on which payment is due, we may select any date as the date of your monthly statement.

10. EXCLUSION OF LIABILITY

10.1 We are not liable:-

- (a) for the refusal of any Payee Corporation or financial institution or other party to accept the Card;
- (b) for any defect, deficiency, performance or the quality of the goods or services supplied by any Payee Corporation and paid for with the Card;
- (c) for any Loss if we limit, cancel or suspend the operations or the use of any Card or Service due to any force majeure, industrial action, power failure, equipment breakdown or any other cause beyond our control or the unavailability of or inaccessibility to your records, the Accounts or Services or other causes;
- (d) for any Loss you may incur in connection with the use of any Card, the Card Account or the Services howsoever arising (whether reasonably foreseeable or not), even if we have been advised of the possibility of the Loss, including Loss from:-
 - (i) any payment restriction due to any law, regulation and practice of the country from or through which payment is made or which apply to you;
 - (ii) any strike, default, neglect or insolvency of any Payee Corporation or financial institution;
 - (iii) any cause beyond our control;
 - (iv) any forgery of your signature or unauthorised use of your Card or PIN;
 - (v) unavailability or improper functioning of any Service;
 - (vi) any computer or system virus interference, sabotage or any other causes which may interfere with any of our Services or any breakdown or malfunction due to any cause whatsoever of computer software or equipment whether belonging to us or not;
 - (vii) any delay or error including in the transmission of any electronic payment transfer;
 - (viii) our refusal to act on any instruction, or any other thing we do or do not do;
 - (ix) termination of any Card, Card Account or Service;
 - (x) any loss or destruction of or error in our records;
 but, we will be liable for your direct Loss to the extent such Loss is directly caused by our fraud or wilful misconduct; and
- (e) for any injury to your credit, character and reputation howsoever arising (whether reasonably foreseeable or not) in connection with the repossession of any Card or request for its return or the termination of any Card Account.

Third Party Services

10.2 Certain Cards give you access to services provided by third parties such as International Emergency Assistance Services. You are responsible for the cost of all medical, legal or other services provided by these third parties. You acknowledge that third party services are provided on a best-effort basis and that these services may not always be available for reasons such as time, distance or location. Neither we nor the third party service provider, or the party paying for these third party services (for example, Visa International Service Association or MasterCard International Incorporated), is liable to you for any Loss in connection with the services provided.

11. SUPPLEMENTARY CARD

11.1 If you ask, we may issue a Supplementary Card to the Supplementary Cardmember. If we issue a Supplementary Card, all of the terms in this Agreement except the terms relating solely to Personal Corporate Card and Corporate Card, will apply to the Supplementary Cardmember and this Agreement will be modified, where necessary, to give effect to this clause.

How the Credit Limit is Applied

11.2 The Credit Limit in respect of the Card Account is the combined limit applicable to both the Principal Cardmember and the Supplementary Cardmember. The Principal Cardmember should inform the Supplementary Cardmember about the amount of Credit Limit. The Principal Cardmember is responsible if the Credit Limit is exceeded.

Notices and Communication to The Both of You

11.3 The Supplementary Card, its PIN and all communications relating to the Supplementary Card, will be sent to the Principal Cardmember.

11.4 Notices and communication given to either the Principal Cardmember or any Supplementary Cardmember are deemed to be given to all of you.

Liability in Relation To Supplementary Cardmember

11.5 The Principal Cardmember and each Supplementary Cardmember agree to be bound by the instructions that any of you (including the Authorised Person) give to us.

11.6 The Principal Cardmember is responsible for the Liabilities in connection with the Card Account, all its Cards and the Cards of each of its Supplementary Cardmembers and is jointly and severally liable with each Supplementary Cardmember for the Liabilities in connection with each Supplementary Card.

11.7 Each Supplementary Cardmember is responsible for the Liabilities in connection with the Card issued to such Supplementary Cardmember but is not responsible for the Liabilities in connection with the Card Account or any Card issued to the Principal Cardmember or any Card issued to another Supplementary Cardmember.

11.8 Liabilities owing to us are not to be affected or prejudiced by any dispute, counterclaim or set-off between the Principal

- Cardmember and any of the Supplementary Cardmembers.
- 11.9 The discharge of any Liability or the waiver of our rights against the Principal Cardmember or any Supplementary Cardmember will not affect or prejudice the Liabilities and obligations of any other Card holder under this Agreement.
- Application of Payments**
- 11.10 We may apply payments received by us to reduce the Liabilities in the Card Account of the Principal Cardmember or Supplementary Cardmember in any order of priority and in any manner we think fit.
- Right of Set-Off**
- 11.11 We may combine or consolidate the Card Account with any Account maintained by the Principal Cardmember and set-off credit balances (whether matured or not) against any Liability due from or owed by the Principal Cardmember and any Supplementary Cardmember.
- Termination of Supplementary Card By Any Party**
- 11.12 The Principal Cardmember, the Supplementary Cardmember and we, may terminate the use of any Supplementary Card at any time in accordance with the terms of this Agreement.

12. PERSONAL CORPORATE CARD / CORPORATE CARD

12.1 Personal Corporate Card

- 12.1.1 If we issue a Personal Corporate Card, all of the terms in this Agreement except the terms relating solely to the Corporate Card, will apply to the Employer and the Personal Corporate CardUser and this Agreement will be modified, where necessary, to give effect to this sub-clause.
- Card Account in Your Name**
- 12.1.2 The Card Account will be maintained in the Personal Corporate CardUser's name and not the Employer's name.
- Issue of Personal Corporate Card and PIN**
- 12.1.3 The Personal Corporate Card and its PIN will be given to the Personal Corporate CardUser.
- Liability in Relation to The Employer and The Personal Corporate CardUser**
- 12.1.4 The Personal Corporate CardUser and not the Employer, is solely liable for the Liabilities incurred on the Personal Corporate Card.

12.2 Corporate Card

- 12.2.1 If we agree to issue a Corporate Card, all of the terms in this Agreement except the terms relating solely to Personal Corporate Card, will apply to the Employer and the Corporate CardUser and this Agreement will be modified, where necessary, to give effect to this sub-clause.
- Card Account in Employer's Name**
- 12.2.2 The Card Account will be maintained in the Employer's name. A Card Account will be opened and maintained for each Corporate Card in the name of the Employer.
- Issue of Corporate Card and PIN**
- 12.2.3 The Corporate Card and its PIN will be given to the Corporate CardUser.
- Liability in Relation To The Employer**
- 12.2.4 The Employer is responsible for the Liabilities in connection with the Card Account of the Employer, all its Cards and the Cards of each of its Corporate CardUsers.
- 12.2.5 Our discharge of any Corporate CardUser from any Liability or the waiver of our rights against any Corporate CardUser will not prejudice or affect the Liabilities of the Employer or other Corporate CardUsers.
- Liability in Relation to The Corporate CardUser**
- 12.2.6 The Corporate CardUser is jointly and severally liable with the Employer for the Liabilities in connection with the Corporate Card issued to him, but is not liable for the Liabilities in connection with the Card Account of the Employer or any Liabilities in connection with any other Corporate CardUsers.
- Liability in Relation to The Employer and The Corporate CardUser**
- 12.2.7 Even if we agree with the Employer not to make any claim against the Employer or to limit the amount that we will claim against the Employer, the Corporate CardUser will remain fully liable for the Liabilities incurred by his use of the Corporate Card.
- 12.2.8 Liabilities owing to us by the Corporate CardUser and the Employer are not to be affected or prejudiced by any dispute, counterclaim or set-off between (a) the Corporate CardUser and the Employer, or (b) the Employer and its other Corporate CardUsers.
- Employer's Responsibilities**
- 12.2.9 The Employer must as soon as possible, notify us in writing upon:-
- (a) the termination or suspension of employment of the Corporate CardUser with the Employer;
 - (b) any change or proposed change:-
 - (i) in the organisation or structure of the Employer;
 - (ii) to the particulars of its representatives authorised to communicate with us in connection with the Corporate Card or the Card Account; and

- (c) the commencement of any insolvency proceeding against the Employer or the threatened cessation or dissolution of the Employer's business.

12.3 Personal Corporate Card and Corporate Card

Instructions From The Employer

- 12.3.1 The Personal Corporate CardUser and Corporate CardUser are bound by all notices and instructions given by the Employer concerning the Personal Corporate Card and the Corporate Card including the termination or change of the Credit Limit of any Personal Corporate Card or Corporate Card.

Statement Of Account And Communication

- 12.3.2 The statement of account and all communications relating to the Personal Corporate Card and the Corporate Card will be sent to the Personal Corporate CardUser or Corporate CardUser or to the Employer or both. Notices and communication given to any Personal Corporate CardUser or Corporate CardUser or to the Employer are deemed to be given to all.

Termination Of Corporate Card By Any Party

- 12.3.3 The Personal Corporate CardUser or Corporate CardUser, the Employer and we may terminate the use of the Personal Corporate Card or Corporate Card at any time in accordance with the terms of this Agreement.

Termination By Us

- 12.3.4 In addition to the other terms of this Agreement relating to termination, we may without notice to the Employer or the Personal Corporate CardUser or Corporate CardUser, terminate the Corporate Card or the Card Account at any time upon the occurrence of any of the following events:-
- (a) appointment of a receiver, judicial manager or trustee over any of the assets of the Employer;
 - (b) the Employer entering or proposing to enter into a scheme of arrangement or other similar proceedings;
 - (c) termination of the Personal Corporate CardUser's or Corporate CardUser's employment with the Employer;
 - (d) change of the Employer's legal entity status; or
 - (e) bankruptcy, insolvency, dissolution of business or death of the Employer (if the Employer is an individual); dissolution or insolvency of the Employer or bankruptcy or death of any partner (if the Employer is a partnership); presentation of any petition for the liquidation or winding up of the Employer (if the Employer is a company).

13 GENERAL

13.1 Act In Good Faith

We may act on any instruction we believe in good faith has been given by you or any Authorised Person according to the operating mandate.

13.2 Your Contact Details

You must give us your identification and contact details so that we can send you notices and other communications in connection with your Accounts and the Services. You must ensure that your identification and contact details are correct and up-to-date at all times. You must promptly inform us of any change to your name or contact details and give us reasonable time to effect the change.

13.3 Notices And Communication

- 13.3.1 Notices and communications to you will be sent in the mode and manner we deem appropriate to the last known address, facsimile and/or telephone/mobile phone number or electronic mail address in our records. We may also notify and communicate with you electronically via the Services, through the display of notices at our branches or on our ATMs or website or the statement of accounts we send to you or in a daily newspaper or via radio or television broadcasts.

When Our Notice and Communication is Effective

- 13.3.2 Unless otherwise expressly provided in writing, our notices and communications to you are effective:-
- (a) if sent by post to an address within Singapore, the following business day after posting;
 - (b) if sent by post to an address outside Singapore, 5 business days after posting;
 - (c) if sent by fax, electronic mail or SMS, at the time of transmission;
 - (d) if sent by hand, at the time of delivery;
 - (e) if displayed at our branches or on our ATMs or posted on our website, on the date of display or posting;
 - (f) if advertised in the newspaper, on the date of advertisement; and
 - (g) if broadcast via radio or television, on the date of broadcast.

We will not be responsible for what may happen to notices or communications after they are sent, for example if any notice or communication is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit.

13.4 Recording

We may record instructions and other telephone conversations with or without the use of a warning tone device and you agree that such recordings or their transcripts may be used as conclusive evidence of the instructions and telephone conversations.

13.5 Payee Corporation

- 13.5.1 You must resolve any complaint against any Payee Corporation or other party directly with them. You cannot set-off

- against us any claim you have against them.
- 13.5.2 If there is a dispute with any Payee Corporation in respect of a payment, a refund for the transaction will be made to you only after the Payee Corporation has refunded the payment to us.
- 13.6 **Right Of Set-Off**
- 13.6.1 In addition to any common law rights we have, we may without prior reference to you, combine or consolidate any number of your Accounts (including Card Accounts) in Singapore or overseas (whether held alone or jointly, or under any style, name or form including trade names of sole-proprietorships) and set-off credit balances (whether matured or not) in these accounts against any Liability.
- 13.6.2 You agree that where such combination, consolidation and set-off requires any conversion from one currency into another, we have the right to convert one currency into another in any manner we may determine and at our prevailing rate of exchange. You must indemnify us for any shortfall and be responsible for the Loss and risks arising from the conversion.
- 13.7 **Conclusive Evidence**
- 13.7.1 Unless there is an obvious error, our records in any form (including paper, electronic or other form) and any certificate (including any statement, report or communication) we issue, or decision we make, about a matter or an amount payable, is conclusive.
- 13.7.2 We may destroy, erase or stop maintaining any record after such time as permitted by applicable law.
- 13.8 **Disclosure**
- We have rights to disclose details of our customers under the law, for example, the Banking Act (Chapter 19) of Singapore. Nevertheless under this Agreement, you consent and authorise us to disclose without prior reference to you, any information and particulars relating to you and any Authorised Person, including details of the Accounts (whether held alone or jointly), your credit standing and financial position, any facility granted to you, or any publicly available information. We may disclose such details for any purpose we deem appropriate, necessary or desirable:-
- (a) to any Authorised Person, Supplemental Cardmember, Employer, Personal Corporate CardUser or Corporate CardUser;
 - (b) to any person or organisation providing electronic or other services to us, for the purpose of providing, updating, maintaining and upgrading the services (including any investigation of discrepancies, errors or claims);
 - (c) to any person or organisation engaged for the purpose of performance of services or operational functions where these have been outsourced;
 - (d) to our agents for the purpose of printing personalised cheques, statements, advices, correspondence or any other related document;
 - (e) to the police or any public officer conducting an investigation;
 - (f) to credit card companies and financial institutions in connection with credit card enquiries or use of the Card;
 - (g) to other banks, financial institutions, credit bureau or credit reference agents, only for credit information on you or any Authorised Person;
 - (h) to Payee Corporations, in connection with the payment of bills;
 - (i) to any of our branches, representative offices, affiliated, associated or related corporations and their respective staff for example officers, servants or agents, whether in Singapore or elsewhere (collectively, "UOB Group Members");
 - (j) to auditors and professional advisors including lawyers;
 - (k) to any actual or potential assignee or transferee in relation to any credit facility;
 - (l) to any Payee Corporation or other parties accepting the use of the Card and their agents or contractors in respect of transactions using the ATMs of other banks or financial or non-financial institutions such as NETS;
 - (m) to any person who has agreed to provide or is providing security for the Card Account or to us for sums payable and Liabilities owing by you;
 - (n) to any person who stands as guarantor or surety for your Liability or is jointly or jointly and severally liable with you;
 - (o) to any receiver appointed by us;
 - (p) to any rating agency, business alliance partner, insurance company, insurer, insurance broker or direct or indirect provider of credit protection;
 - (q) to any stock exchange, court or other judicial bodies in any judicial proceeding, tribunal, statutory body or authority (including any tax authorities in any jurisdiction), whether governmental or quasi-governmental;
 - (r) to any person whom we or any of the UOB Group Members is required to disclose to under the laws, regulations, guidelines, directives or by any lawful authority, of any country; and
 - (s) to any other person to whom such disclosure is considered by us to be necessary, desirable or expedient, whether in order to provide you with services in connection with the Card and the Card Account or otherwise in relation to the Card Account.
- 13.9 **Indemnity**
- You agree to indemnify us and all our servants, employees, nominees, directors and agents for any Loss and embarrassment suffered by us (other than such Loss and embarrassment arising from our or our employees' and agents' wilful misconduct or negligence) in connection with:-
- (a) any Card Account, Service or transaction;
 - (b) acting on or carrying out or delaying or refusing to act on any instruction you or an Authorised Person gives us;
 - (c) searches and enquiries we make in connection with you, any Authorised Person or a security provider;

- (d) the provision of any Service to you and the performance of our functions as your banker;
- (e) any Service provided by any third party (including NETS);
- (f) any default or the preservation or enforcement of our rights under the terms of this Agreement or any other applicable terms and conditions in connection with any Card or Service or as a result of your non-compliance with any of these terms;
- (g) any action by us or any party against you or any Authorised Person relating to any Card, Card Account or Service;
- (h) any involvement by us in any proceeding of whatever nature for the protection of or in connection with the Card, Card Account or Services;
- (i) our compliance with any existing or future law or regulation or official directive in respect of any of these terms;
- (j) taxes payable by us in connection with your Card Account; and
- (k) any increased cost in our funding if there is a change in law or circumstances.

13.10 Waiver

Any failure or delay by us in exercising or enforcing any right we have under the terms of this Agreement does not operate as a waiver of and does not prejudice or affect our right subsequently to act strictly in accordance with our rights.

13.11 Change Of This Agreement

We may add to or change the terms in this Agreement from time to time by notifying you in accordance with our usual practice. The change or addition will take effect on the date specified in the notice. If you do not accept the change or addition to this Agreement, you must stop using the Card and within 7 days from the date of our notice, terminate the Card Account in accordance with the terms of this Agreement. If you continue to use the Card after the change or addition takes effect, you are deemed to have accepted the change or addition without reservation.

13.12 Impairment of Terms

If any term in this Agreement is invalid, unlawful or unenforceable under the laws of any country, it shall not affect or impair the validity, legality or enforceability of the rest of the terms and/or the terms under the laws of any other country.

13.13 Illegality

We may close and revoke any Card, Card Account or Service with or without notice to you if, because of any change to any applicable law, regulation, regulatory requirement or judicial decision, or in our opinion, maintaining or performing any obligation under the terms in this Agreement becomes illegal, or we are otherwise prohibited from doing so. If this happens, you must pay us all Liabilities on demand.

13.14 Assignment

The terms in this Agreement are binding on you and us and on our successor or assignee. The terms in this Agreement are binding even if:-

- (a) we change our name or constitution;
- (b) we consolidate or amalgamate with another entity, in which case, that entity will substitute us in relation to this Agreement and all Card Accounts will continue in force between you and that entity.

You cannot assign or transfer your rights and obligations under this Agreement without our prior written permission.

13.15 The Contracts (Rights Of Third Parties) Act

Unless we expressly state so, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce or enjoy the benefit of the terms of this Agreement.

13.16 Applicable Law And Proceedings

This Agreement is governed by and will be interpreted according to the laws of Singapore. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Singapore which means that legal proceedings against us can only be brought in the courts of Singapore. Any judgment or order made by the courts of Singapore cannot be enforced or executed against any of our branches overseas. This clause does not limit our right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.

13.17 Service Of Documents

If the law requires that documents for court proceedings must be delivered by hand, they may be served on you by way of registered post to your last known in our records. This is in addition to any other method of service available to us. Service by registered post is deemed as effective personal service 2 days after posting.

13.18 General Construction And Interpretation

In our opinion: when we determine a matter in our opinion, the determination is made at our absolute discretion.

When we act or refuse to act: on any matter including any instruction or transaction, we do not need to provide any reason for our act or refusal unless required by the law.

Timing: if we receive any instruction on a non business day or after the specified clearance or cut-off times, we may treat the instruction as received on the following business day.

Words importing a singular number includes the plural number, and vice versa.

Words importing the masculine gender includes the feminine or neuter gender.

Headings and sub-headings are inserted for convenience only and do not affect the interpretation of this Agreement.

14. MEANING OF WORDS

Account refers to any account you now or hereafter have with us and any account used for the purposes of the Services and from which funds may be applied for the utilisation of Services, whether the account is opened singly or jointly.

ATM means an Automated Teller Machine or card operated machine which accepts the Card.

AUD means Australian Dollar, the lawful currency for the time being of Australia.

Authorised Person means a person (either alone or jointly with another person/persons) you authorise and whom we have approved, to act for or on your behalf to give any instruction, execute or sign any document or operate your Card Account.

Card Account refers to any account in respect of the Card.

Card means any credit card issued by us including any personal Card, Supplementary Card, Personal Corporate Card or Corporate Card and any replacement or renewal of any of these or other Cards that we may issue from time to time.

Corporate Card means a Card issued at the request of the Employer to the Employer's employee.

Corporate CardUser means a person the Employer authorises and we approve, to be issued with a Corporate Card.

Costs includes costs, charge and expenses including legal costs (on a full indemnity basis).

Credit Limit means the total maximum amount you are entitled to have outstanding on a Card Account.

Employer means the employer of the Personal Corporate CardUser or Corporate CardUser, as the case may be.

Fees and Charges guide means the fees and charges guide that apply to the Card Account and Cards listed in the guide attached as Appendix 1 to this Agreement.

Liability means, all debts, liabilities or obligations you owe to us now or in future, whether actual or contingent, primary or collateral, several or joint.

Loss includes claims, actions, losses, damages, demands, liabilities and Costs of any kind.

Mobile Services mean the banking services and/or products we offer from time to time through the medium of a mobile equipment that enables you to access your Account(s) and/or effect banking and/or other transactions electronically.

Payee Corporations means any merchant, establishment, billing organisation or relevant party whose bills can be paid through the use of a Card.

Personal Corporate Card means a Card issued at the request of the Employer to the Employer's employee.

Personal Corporate CardUser means the person the Employer authorise and we approve, to be issued with a Personal Corporate Card.

Personal Internet Banking means the personal internet banking services and/or products we offer from time to time through any equipment that enables you to access your Account(s) and/or effect banking and/or other transactions electronically.

PIN means the password, login-ID, PIN (personal identification number), CIN (customer identification number, made up of an access code and a PIN), electronic identification signature or codes given to, or chosen by, you or the Authorised Person that is used to confirm your or the Authorised Person's identity when accessing an Account.

Principal Cardmember means the principal cardmember of the Card Account.

S\$ or SGD means the lawful currency for the time being of Singapore.

Services refers to any service we may provide to you now or in the future including but not limited to ATM card services, Call Centre services, electronic or Personal Internet Banking services or Mobile Services.

Supplementary Card means the Card issued to a person you authorise and we approve, as a Supplementary Cardmember on your Card Account.

Supplementary Cardmember means a person to whom we issue a Supplementary Card.

USD means United States dollar, the lawful currency for the time being of the United States of America.

we / us / our / ourselves / the Bank means, United Overseas Bank Limited and shall include its successors and assigns.

you / yourself refers to the Principal Cardmember and/or the Supplementary Cardmember and/or the Employer and/or the Personal Corporate CardUser and/or the Corporate CardUser, as the case may be.

APPENDIX 1
FEES AND CHARGES GUIDE

Joining or Annual Fee

For details of the joining fee or annual fee please refer to our website (uob.com.sg) or the Card application form or the reverse of the Card statement. The joining fee or annual fee is payable even though the Card may not have been activated or used.

Cash Advance Charges (includes requests made via our 24-hour hotline or by SMS)

(a)	Cash advance fee per transaction:-	5% of cash advance amount subject to a minimum fee of S\$15-00;
	AND	
(b)	Interest:-	24% per annum on the cash advance amount, calculated on a daily basis, from the date of the cash advance until the date the cash advance is paid in full.

Late Payment Charge and Interest

(a)	Late payment charge:-	S\$50-00 per month if the minimum payment specified in the statement is not received on or before the due date specified in the statement;
	AND	
(b)	Interest:-	24% per annum subject to a minimum charge of S\$2-50, calculated on a daily basis on any amount remaining unpaid until the outstanding is paid in full.

Fee for Card Replacement

S\$20-00 for each Card.

Fee for Returned Cheque / GIRO payment

Cheque processing fee for any dishonoured or returned cheque:	S\$40-00
Fee for any rejected InterBank GIRO payment:	S\$10-00

Fee for Retrieval / Reproduction of Document

For each retrieval of a sales draft:	S\$5-00
For each retrieval of a statement of account that is more than 3 months old:	S\$10-00

No Show Charge

If you do not:-	
(a) cancel the reservation before the time and day set by the hotel or establishment for cancellation; or	The hotel or establishment will charge an amount equal to the room rate charged by the hotel or establishment for one night's lodging being a "No Show" charge for each room reserved.
(b) arrive at the hotel or establishment before the check-out time the day following the scheduled arrival date:	

Fees for Foreign Currency Transactions and Transactions Processed Outside Singapore

1	Transaction made in foreign currency:-	
(a)	(i) Non-SGD, non-USD and non-AUD transaction;	The transaction will be converted at the prevailing exchange rates of the relevant credit card company, first to USD then, to SGD;
	OR	
	(ii) USD or AUD transaction:	The transaction will be converted to SGD at the prevailing exchange rates of the relevant credit card company;
	AND	
(b)	(i) Non-SGD transaction made using Visa, MasterCard, JCB International or China Unionpay Cards;	An administrative fee of 2.5% on the amount converted will be charged;
	OR	
	(ii) Non-SGD transaction made using American Express:-	A foreign currency factor of 3.25% on the amount converted will be charged (out of which 1.25% which will be retained by American Express).
2	Transaction made in SGD and processed outside Singapore:-	
	SGD transaction made using Visa or MasterCard and processed outside Singapore:-	A fee of 0.8% on the transaction amount will be charged by Visa and MasterCard.

Interest

Unless otherwise specified, interest is calculated on the basis of a 365-day year (a 366-day year in the case of a leap year) and compounded on monthly basis or such other basis we think fit. Interest is charged until the date the amount owing is paid in full.