



## UOB Debit Cardmember Agreement

This document constitutes a legal contract between you (the "Cardmember") and the Bank ("us", "we", "our"). The terms and conditions set out herein may be modified from time to time (this "Agreement") and apply to Cards issued by us to you. By applying for, signing or using the Card, you agree to be bound by all the terms and conditions of this Agreement and you are deemed to have already read, understood and agreed to the terms.

### 1. DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

"Account" means each and any account(s) (whether opened singly or jointly) maintained with the Bank which you have designated as the account for the settlement of Card Transactions and ATM Card Transactions;

"Agreement" means this agreement as may be varied from time to time;

"Application" means our prescribed application form for a Card issued based on these terms and conditions;

"ATM" means an automated teller machine or card operated machine which accepts the Card including but not limited to machines belonging to the Bank or to Mastercard®/Visa Global ATM network or the Cirrus/PLUS System ATM network;

"ATM Card" means a card issued to our current and savings account holders for use at an ATM;

"ATM Card Transaction" means a transaction (including cash dispensation or withdrawal) using an ATM Card or the Card through an ATM in accordance with Clause 9.1(d);

"Bank" means United Overseas Bank Limited, its successors and assigns;

"Card" means a UOB debit card or any other debit card issued by us pursuant to this Agreement and any substitution, replacement or renewal thereof;

"Cardmember" in relation to a Card, means the person to whom a Card is issued by the Bank and his/her personal representatives;

"Card Limits" has the meaning as defined in clause 3.1.

"Card Transaction" means any cash dispensation or withdrawal (including via Cash Out) that is not through an ATM, any payment made, transfer or any amount charged for any products, goods, services and/or other benefits by, through or from the use of the Card or the Card number appearing on the Card itself or the PIN or in any other manner, including but not limited to online, offline or mail, telephone or facsimile orders or reservations (as may be determined and communicated by us), regardless of whether a sales draft or other voucher or form is signed by you and whether authorisation has been sought from or given by us and whether with or without your knowledge or authority;

"Cash Out" means the service pursuant to which cash is dispensed or withdrawn in Singapore Dollars via the Electronic Funds Transfer at Point of Sale system from a merchant's point of sale terminal (with NETS functionality) or NETS terminal with the use of a Card with NETS functionality that is linked to a current account or savings account maintained with the Bank. Such cash dispensed or withdrawn is subject to the NETS daily default limit and such conditions as the Bank or the merchant may prescribe from time to time. This service is available only in Singapore.

"Costs" include costs, charge and expenses including legal costs (on a full indemnity basis);



“Loss” includes claims, actions, losses, damages, demands, liabilities and Costs of any kind;

“FX+” means the set of foreign currency accounts which be linked to an Account;

“NETS” means Network for Electronic Transfers (Singapore) Pte Ltd;

“Participant” means a person who participates in the Privilege Scheme;

“Participating Outlet” means a store, shop, stall or showroom engaged in the marketing, supply, sale and/or provision of any products, goods and/or services of the Participant;

“PIN” means any personal identification number, password, login identification number, customer identification number, electronic identification signatures or codes chosen by or issued to a Cardmember;

“POS of Sales (POS) Record” means a record issued by us reflecting your use of the Card as a Debit Card at merchants’ points of sale terminals and the bonus points awarded by us in respect of such use;

“Privilege Scheme” means a system or scheme whereby you may use your Cards to enjoy rebates and discounts on products, goods and services offered by the Participants;

“Services” refers to any services we may provide to you including but not limited to ATM card services, call centre services, electronic or personal internet banking services or mobile services.

“Statement” means a statement of account issued by us reflecting the Total Transactions;

“Total Transactions” means the sum total of your Card Transactions and ATM Card Transactions. For the sole purpose of determining the Total Transactions, the use of the Card as an ATM Card in accordance with Clause 9.1(d) shall be deemed to be an ATM Card Transaction; and

“Total Amount on Hold” means the sum total of the amount in the Account put on hold by the Bank as a result of any Card Transaction, in accordance with Clause 4.1.

- 1.2 Words importing the singular include the plural and vice versa.
- 1.3 Words referring to the masculine also refer to the feminine.
- 1.4 Reference to a person includes reference to a sole proprietor, partnership, company, association or institution.
- 1.5 Reference to a Clause is to a clause of this Agreement.
- 1.6 The headings to the Clauses are for reference only and are not to be taken into consideration in the interpretation of this Agreement.

## **2. THE CARD**

- 2.1 Unless you request to collect the Card personally, we will send the Card by ordinary post or in any other manner to you at your risk.
- 2.2 You should sign on the back of the Card immediately after receiving the Card.
- 2.3 By receiving or signing on the Card (even if the Card is not activated) or using the Card, you are deemed to have read, understood and accepted each and every term of this Agreement and be bound by the same.



For security reasons, the Card when sent to Cardmember is not activated and cannot be used yet. Card activation is compulsory prior to usage of the Card. The steps/instructions for activating your Card are set out in the mailer (i.e. activation through ATM or by sending in the mailer or such other methods as set out in the mailer).

- 2.4 You, and no one else, may use the Card to effect Card Transactions (i.e. to all point of sale transactions card, not present transactions, overseas transactions, contactless transactions, and so forth) or ATM Card Transactions during the validity period. The validity period is clearly printed on the front of the Card subject to the stated expiry date and all of the terms and conditions of this Agreement.
- 2.5 The Card remains our property at all times. At our request, which may be made at our absolute discretion, the Cardmember must immediately cut the Card in half and return the same to us.
- 2.6 We are entitled to charge and debit to the Account an annual fee for the issuance, maintenance and renewal of the Card. Where we have waived any annual fee payable, we may also choose to start charging you for such annual fee and to debit to the Account for the same.
- 2.7 You shall, under no circumstances and whether with or without your knowledge, use or allow the use of the Card to effect any Card Transaction or ATM Card Transactions which would contravene the laws of any jurisdiction.

### 3. CARD LIMITS

- 3.1 We may set card limits ("**Card Limits**") with respect to the use of the Card and may vary the Card Limits without prior notification to you. The Card Limits shall apply to all point of sale transactions, card not present transactions, and contactless transactions including usage of the Card for ATM Card Transactions and Cash Out services.
- 3.2 Where an Account has been linked with FX+, the Card Limits set will apply to Card Transactions in Singapore dollars and foreign currencies. For the purpose of calculating the Card Limit, Card Transactions in a currency other than Singapore dollars will be converted to Singapore dollars at such time and rate as we may determine in accordance with our usual practice.
- 3.3 Notwithstanding any Card Limit that may be prescribed, we may at our absolute discretion approve any proposed Card Transaction and/or ATM Card Transaction and allow the Card Limit to be exceeded, even in the absence of any request from you, provided always that you must forthwith pay such amount in excess of the Card Limit.
- 3.4 Where we at our absolute discretion, allow any amount in the Account to be overdrawn for whatsoever reason, you shall immediately pay on demand such amount overdrawn with interests, as may be prescribed by us from time to time at our absolute discretion, on the same amount overdrawn.
- 3.5 When calculating if any of the Card Limits has been exceeded, we may take into account the amount of any Card Transaction and/or ATM Card Transaction not yet debited to the Account and of any authorisation given by the Bank to a third party in respect of a prospective Card Transaction and/or ATM Card Transaction.
- 3.6 You must not use the Card in excess of any of the Card Limits imposed on the Card by us from time to time.
- 3.7 You must notify us promptly in writing of:
  - (a) any intention to reside outside Singapore for more than six months;
  - (b) any change in your address; and



- (c) any other change in your particulars or any other information as may be requested by us from time to time.

#### **4. HOLD ON ACCOUNT**

- 4.1 We may debit or place a hold on the Account for the amount of a Card Transaction either on the day it is presented to the Bank for payment (including without limitation a presentation by electronic means) or on the day the Bank receives notice of the Card Transaction, whichever is earlier.
- 4.2 If a merchant or establishment requests for an authorisation of a Card Transaction, we may place a hold on the Account for the amount of the Card Transaction. If the amount of the Card Transaction is posted to the Account before the hold expires, the balance available in the Account shall be reduced by the amount of the Card Transaction that was initially placed on hold. You may not stop payment on a Card Transaction nor use any amount placed on hold.
- 4.3 For the avoidance of doubt, the amount placed on hold in respect of any Card Transaction shall not be treated as conclusive of the amount that would eventually be debited to the Account. In particular, for Card Transactions denominated in a currency other than Singapore dollars, it shall not be deemed that we have converted the Card Transaction amount into Singapore dollars on the day that the amount was placed on hold. You agree that we shall be at liberty to convert such amount to Singapore dollars at such time and at such rate of exchange as we may determine in accordance with our usual practice.
- 4.4 We shall have absolute discretion to place such amounts as are referred to in Clause 4.1 on hold for such periods as we deem fit. Upon the expiry of such periods as we determine, we shall:
  - (a) debit such amounts on hold to the Account if the Card Transactions in connection of which the amounts were placed on hold were presented to us for payment; or
  - (b) credit such amounts placed on hold back to the Account if the Card Transactions in connection of which the amounts were placed on hold were not presented to us for payment;

provided always that we shall have the discretion to continue to place such amounts on hold if we are of the opinion that such Card Transactions would be presented for payment within a reasonable time.

- 4.5 For the avoidance of doubt, our right to debit the Account in respect of any Card Transaction shall not be limited to the amount placed on hold in connection with that Card Transaction. You agree that we shall be entitled to debit the Account for the full amount of the Card Transaction. Where the amount of any Card Transaction is denominated in a currency other than Singapore dollars, we may decide in our sole discretion whether to hold that amount in that foreign currency or Singapore dollars.
- 4.6 You further agree that we shall have the right to increase at any time the amount that we would hold in respect of any Card Transaction which is denominated in a currency other than Singapore dollars if we are of the view that the amount initially held when converted into that foreign currency would not be sufficient to satisfy payment of that Card Transaction in full.
- 4.7 You shall not use any of the Total Amount on Hold, notwithstanding any other terms and conditions governing the Account.

#### **5. REVERSAL**

- 5.1 We will only credit the Account with refunds made by any merchant or establishment in relation to any Card Transaction after we receive a properly issued credit voucher.



## **6. TRANSACTIONS IN FOREIGN CURRENCY & TRANSACTIONS PROCESSED OUTSIDE SINGAPORE**

- 6.1 Where the Account is not linked to FX+, Card Transactions in foreign currencies (other than US and AUD dollars), will be converted into US dollars before being converted into billing currency of the Card based on the prevailing exchange rate determined by the relevant card associations unless clause 6.4 below applies.
- 6.2 For debit cards, all transactions in foreign currencies will be subject to an administrative fee of 3.25% on the transaction amount or such other amount as determined by us and the card association unless clause 6.4 below applies.
- 6.3 All Card Transactions effected in Singapore dollars and processed overseas will be subject to an International Processing fee of 2.8% of the transaction amount which will be levied on transactions made on Visa or Mastercard respectively.
- 6.4 Where the Account is the default account linked to FX+ and you have allowed Card Transactions in foreign currencies supported by FX+ to be debited from the corresponding FX+ foreign currency account, such transactions other than Offshore Renminbi (CNH) charged to your Card will be debited from the corresponding FX+ foreign currency account provided that there is sufficient foreign currency balance in it. Otherwise, the Card Transaction will be declined.
- 6.5 Where the Account is the default account linked to FX+ and you have disabled the function which would allow Card Transactions in foreign currencies supported by FX+ to be debited from the FX+ foreign currency account, such transactions charged to the Card will be debited from the Account, provided that there is sufficient Singapore dollars balance in it. Otherwise, the Card Transaction will be declined. Such transactions will be subject to the charges at clauses 6.2 and 6.3 above.

## **7. BANK'S DISCRETION**

- 7.1 We are entitled, at any time in our absolute discretion without giving prior notice or reason, to refuse to approve any proposed Card Transaction or ATM Card Transaction notwithstanding that the Card Limit(s) would not be exceeded.
- 7.2 We are entitled, in our absolute discretion without prior notice and without giving any reason, to:
- (a) suspend your right to use the Card entirely or in respect of specific facilities or transactions; and/or
  - (b) refuse to re-issue, renew or replace the Card, without, in any case, affecting your obligations under this Agreement which will continue in force and there will be no refund of any annual fees or other fees paid if the right to use the Card is so suspended by the Bank or if the Card is not so renewed or replaced.
- 7.3 Without prejudice to other provisions of this Agreement, we reserve the right, at any time, in our absolute discretion without prior notice and without giving any reason, to introduce, amend, vary, restrict or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with the use of the Card and/or this Agreement.

## **8. CHARGES**

- 8.1 We may, at our absolute discretion, charge and debit to the Account the following fees:-
- (a) a joining fee or an annual fee for the issuance, maintenance and renewal of the Card;
  - (b) a replacement fee for the Card;
  - (c) for overseas ATM Card Transaction, a 2.5% administrative fee, plus a flat ATM usage fee (also known as "International ATM Withdrawal Charges") for each Mastercard Cirrus/Visa PLUS withdrawal transaction performed at any overseas ATMs;



- (d) an administrative fee for the production or retrieval of any document of and relating to the Account and/or Card;
- (e) a cancellation fee/charge for “no show reservations” in respect of any travel, airline or hotel reservation secured through the use of the Card that is subsequently cancelled or unfulfilled; and/or
- (f) any fees and/or charges for any service or facility provided or action taken by the Bank in connection with the Account, ATM Card and/or Card.

8.2 The amount of fees and charges payable by you shall be decided by the Bank and may change from time to time.

8.3 All charges payable under this Agreement are payable as well after as before judgement.

8.4 You shall be liable to pay for all goods and services tax all other taxes imposed on or payable in respect of any amount incurred on or debited to the Account, and we are entitled to debit the amount of such tax(es) to the Account.

8.5 We are entitled to debit the Account at any time in respect of any sum howsoever due and owed to us by you whether in respect of a Card Transaction, an ATM Card Transaction, fees or charges or otherwise and notwithstanding that the Account would be overdrawn as a result.

## 9. PIN AND USE AT ATMS AND FOR OTHER SERVICES

9.1 If a PIN is issued to you to allow you to use the Card at any ATM (whether a UOB or Shared ATM or otherwise), or for Cash Out services, the following additional terms apply:

- (a) the PIN may be collected by you or sent by post or in any other manner to you at your sole risk;
- (b) you must not disclose the PIN and must prevent the PIN from becoming known, to any other person;
- (c) As no one can use the Card at an ATM or for Cash Out services without the PIN, you shall be liable for all Card Transactions and ATM Card Transactions effected by the use of the Card at any ATM or for Cash Out services whether or not such use is authorised by or known to you.
- (d) without prejudice to the generality of Clause 18, where the Card or the PIN issued to you is used to effect transactions or to obtain facilities, benefits or services which could also be effected or obtained by the use of an ATM Card at any ATM and any other card operated machine or device, the Card is deemed to be an ATM Card for such purposes and the transaction, an ATM Card Transaction and the terms and conditions in respect of the use of the ATM Card then prevailing will govern all such transactions, facilities or services so effected or obtained;
- (e) the amount of any ATM Card Transaction, if denominated in a currency other than Singapore dollars, will be converted to Singapore dollars at such time and rate of exchange determined by the Bank in accordance with its usual practice, before being debited to the Account;
- (f) where the Account is the default account linked to FX+ and the Cardmember has allowed the amount of any ATM Card Transaction denominated in a currency other than Singapore dollars which is supported by FX+ to be withdrawn from the corresponding FX+ foreign currency account, the ATM Card Transaction will be withdrawn from the corresponding FX+ foreign currency account provided that there is sufficient foreign currency in that account; and
- (g) we are entitled, in our absolute discretion, to change, de-activate or revoke the use of the PIN at any time without giving any reason whatsoever and without prior notice to you.

## 10. JOINT ACCOUNT

10.1 Where the Account is in joint names, we may issue the Card to any person who can operate the Account alone.



10.2 We may put a hold on the Account and/or debit the Account in accordance with Clause 4, even if the joint Account instructions are varied or terminated, until all Cards issued by the Bank under this Agreement have been validly terminated in accordance with Clause 12.

10.3 All the joint Account holders are jointly and severally liable to us for any use of the Card under this Agreement.

## **11. LOSS OR THEFT OF CARD / DISCLOSURE OF PIN**

11.1 You must safeguard the Card and must ensure that the PIN is not disclosed to any person.

11.2 If the Card is lost, stolen or not received or if the PIN is disclosed, your liability shall be limited to S\$100 provided:

- (a) you immediately notify and give us written notice thereof; and
- (b) you assist in the recovery thereof or to stop the use of the Card; and
- (c) you furnish us at our request, a statutory declaration in such form as we may request, a police report and any other document or information as we and/or the police may require; and
- (d) we are satisfied that such loss, theft or disclosure is not due to your negligence, fraudulent act or default.

11.3 If you have notified us that your Card has been lost, stolen or not received or if your PIN is disclosed without your authorisation in accordance with this Agreement, you:-

- (a) Subject to clause 11.2 above, will be liable for all transactions made by anyone using your Card until we receive your notification of its loss, theft or unauthorised disclosure of the PIN; and
- (b) Will not be liable for any Card Transaction effected after we have received your notification of such loss, theft or unauthorised disclosure.

11.4 In the event:

- (a) The lost or stolen Card is recovered, you must immediately cut the recovered Card in half without using it and return the cut Card to us.
- (b) You report to us that the PIN has been disclosed, you must not use the PIN.

11.5 We may, in our absolute discretion, issue a replacement Card or a new PIN upon such terms and conditions as we deem fit, and we reserve the right to charge a handling fee at our discretion.

## **12. TERMINATION**

12.1 You may terminate the use of your Card by giving the Bank written notice of termination and returning to the Bank the Card cut in half, whereupon the Card will be terminated.

12.2 We may at any time in our absolute discretion without notice and without giving any reason, terminate the Cash Out services or use of the Card. Without prejudice to the generality of the foregoing, we may terminate the use of the Card upon the occurrence of any one or more of the following events:

- (a) you entering or proposing to enter into a scheme of arrangement or other similar proceedings;
- (b) if you become bankrupt, insolvent, deceased or incapacitated;
- (c) any breach by you of this Agreement; or
- (d) any change in your financial condition.

12.3 If we terminate the use of the Card for any reason, you must forthwith return the Card cut in half to us.

12.4 There will be no refund of any annual or other fees payable upon the termination of the Account for any reason.





12.5 Your obligations under this Agreement will continue notwithstanding the termination of the use of the Card or closure of the Account by any party for any reason. We shall remain entitled to debit the Account or your other account(s) maintained with us, with outstanding charges and/or Card Transactions that are carried out before or after termination of the Card and/or the Account. Until such charges and/or transactions are paid in full, you shall remain liable to the Bank.

### 13. EXCLUSION OF LIABILITY

- 13.1
- (a) We are not responsible for products, goods or services supplied by any merchant, establishment, the Participant or Participating Outlet or the quality or performance of any contract or quality of any product, good or service supplied pursuant to or in relation to any Card Transaction and/or any ATM Card Transaction. You are to seek redress directly from such merchant, establishment, the Participant or Participating Outlet in respect of such products, goods or services.
  - (b) Your liability owing to us is not affected by any dispute or counterclaim or right of set-off which you may have against such merchant, establishment, the Participant or Participating Outlet. In particular, we shall be entitled to debit the Account in respect of any Card Transaction and/or any ATM Card Transaction notwithstanding the incomplete or non-performance of any contract, or the incomplete or non-delivery of or any defect in any product, good or service obtained pursuant to that Card Transaction and/or any ATM Card Transaction.
  - (c) You shall not hold us or any card brands with which we have a contractual relationship (including but not limited to Mastercard Worldwide/Visa International Service Association) responsible for the availability, use, act, omission, loss or damage suffered howsoever arising from and in connection with the use of any medical, legal or transportation service.
  - (d) We shall not be liable for any loss you may incur in connection with the use of the Card or ATM Card howsoever arising.
- 13.2 We shall not be responsible or liable in any way to you for any inconvenience, loss, damage, cost or expense of any nature or embarrassment or injury suffered or incurred by you or any third party resulting from, arising out of or in connection with any of the following:-
- (a) if any merchant, establishment, the Participant or Participating Outlet refuses to accept or honour the Card for any reason;
  - (b) any refusal by us to authorise or approve any Card Transaction or ATM Card Transaction;
  - (c) if you are deprived of the use of any services, machinery, equipment, products and/or systems (whether electronic, telecommunicative or otherwise) as a consequence of any action by us or any merchant, establishment, the Participant or Participating Outlet;
  - (d) if we are unable to perform our obligations under this Agreement due, directly or indirectly, to the failure, defect or malfunction of any machine, system of authorisation, data processing or communication system or transmission link or any industrial dispute, war, Act of God or anything outside the control of us, our servants or agents;
  - (e) for any injury to your credit, character and reputation in and about any repossession of the Card or any request for its return;
  - (f) any damage to or loss of or inability to retrieve any data or information that may be stored in any microchip or circuit howsoever caused or any failure in the performance or function or breakdown or disruption of any of our computers (whether hardware or software), machinery, equipment, products and/or systems (whether electronic, telecommunicative or otherwise) maintained by, used for, us or in connection with our business or otherwise whatsoever, including but not limited to the





failure or inability of such computers, machinery, equipment, products and systems or any one or more of them to accept, recognise, store, process and/or transmit dates or data with respect to dates;

- (g) the unauthorised use of the Card and/or Account or any facilities in connection therewith, any Card Transaction or ATM Card Transaction effected by an unauthorised person;
- (h) any delay in the release of any amount placed on hold on the Account;
- (i) any failure by us to honour cheques drawn or follow payment instructions (including but not limited to GIRO or other standing payment instructions) given by you or anyone due to insufficient available balance in the Account which but for the amount placed on hold or the delay in releasing the hold, would have a sufficient available balance to honour such cheques or follow such payment instructions; and
- (j) any hold placed on the Account upon receipt of a request for authorisation of a Card Transaction or notice of a Card Transaction or ATM Card Transaction or a request for payment was presented to us (including but not limited to a presentment by electronic means) notwithstanding that such requests or notices were unauthorised or forged or that the Card Transaction or ATM Card Transaction was not carried out or was rescinded.

13.3 Without prejudice to the generality of the provisions of this Clause 13, we are not liable in any way to you for any other loss, damage, cost or expense of any nature arising out of or in connection with the use of the Card and/or this Agreement.

#### **14. VARIATION OF THIS AGREEMENT**

14.1 We may vary the terms of this Agreement at any time at our absolute discretion. We may notify you of such changes either in writing or by publication thereof or by any other means or manner as we may select. Such changes so notified will be binding on you, effective from the date specified by us.

14.2 If you do not accept any such changes, you may, within 7 days of our notice, terminate the use of the Card in accordance with Clause 12.

14.3 If you retain or use the Card after we have given notice of any changes in this Agreement, you are deemed to have accepted and agreed to such changes without reservation.

#### **15. CONSENT TO DISCLOSURE OF INFORMATION**

15.1 You agree that we are entitled, in our absolute discretion, at any time and without notice or liability, to disclose any particulars of the Account, the Cards, the POS Records, any Card Transaction, any ATM Card Transaction, any other information in relation to you, the Cards and/or your use of the Cards to:

- (a) any Participant or merchant or establishment which accepts the Card;
- (b) any member of Mastercard Worldwide/Visa International Service Association;
- (c) to any person or organisation involved in facilitating, processing any services or facilities in connection with the Card, any ATM Card Transaction and/or any Card Transaction, including but not limited to any card association;
- (d) any of our related companies or corporations, representative offices, branches (wheresoever situate), its agents, servants, correspondents, independent contractors and/or associates;
- (e) any bank or financial institution;
- (f) any party involved in facilitating, effecting or processing the Card Transactions and/or ATM Card Transactions;

- (g) any person or organisation providing electronic or other services, for the purpose of assessing, engaging, obtaining, operating, maintaining and upgrading the services (including any investigation of discrepancies, errors or claims);
- (h) any person or organisation engaged for the purpose of performance of services or operational functions where these have been outsourced;
- (i) any agent for the purpose of printing personalized cheque, statements, advices, correspondences or any other related document;
- (j) any information garnering or processing organisation or consultant or entity conducting surveys or analysis or research or developing system applications for us;
- (k) any person for the purpose of marketing or promoting any services or products whether by us or any third party;
- (l) the police or any public officer conducting an investigation;
- (m) credit card companies and financial institutions in connection with credit card enquiries or use of the ATM Card;
- (n) any government or quasi-governmental agency or authority or court of the jurisdiction where the Card is used or where any of our branches is located;
- (o) any person for the purpose of collecting or recovering on our behalf, or for securing for the benefit of you the benefit, or for the repayment on your behalf, any sums of money owing to us from you;
- (p) any credit bureau of which we are a member or subscriber or credit reference agents;
- (q) auditors and professional advisors including lawyers and receivers appointed by us;
- (r) any joint account holder(s) of the Account or any person authorised to operate the Account or any guarantor or security provider of the Account;
- (s) any actual or potential participant or sub-participant relating to any of our obligations under the banking agreement between you and us, or assignee, novatee or transferee;
- (t) any rating agency, business alliance partner, insurance company, insurer, insurance broker or direct or indirect provider of credit protection; and
- (u) any other person we consider in our interest to make such disclosure, (and each of the foregoing persons similarly may disclose to the Bank and to each other) full particulars of the Account, the Cards, the POS Records, any Card Transaction or ATM Card Transaction and any other information in relation to you, the Cards and/or your use of the Cards where such disclosure is required by law or where we deem appropriate, necessary or desirable in connection with our provision of services and the enforcement of any rights and/or performance of any obligation in respect of or in connection with the Account and/or this Agreement or whenever we consider in our interest to make such disclosure.

Without prejudice to the generality of the foregoing, the Cardmember and Card user further agree to the collection, use and disclosure of information (including but not limited to information relating to the Card and/or Card Transactions) by or to card associations for the purposes identified in their respective data protection or disclosure policies.

- 15.2 You agree that your signing of the application for the Card shall constitute your written permission for any such disclosure for the purposes of the Banking Act 1970 or for any other disclosure imposed by law. Our rights under this Clause 15 shall be in addition to and shall not prejudice other rights of disclosures under the Banking Act 1970.
- 15.3
- (a) We have set out terms and conditions in relation to collection, use and/or disclosure of personal data in Bank's Privacy Notice (Individual) (available at [uob.com.sg](http://uob.com.sg) and our branches) which forms part of the terms and conditions governing your relationship with us. You confirm that you understand and accept the Privacy Notice (Individual), and consent to us collecting, using, and disclosing your personal data as described in the Bank's Privacy Notice(Individual).
  - (b) You agree that, where the Card is a co-brand card ("**Co-brand Card**"), all personal data provided by you for the Co-Brand Card and information and details of your Co-Brand Card account(s) and transactions made thereunder may be shared by us with the respective co-brand partner associated with the Co-Brand Card ("**Co-Brand Partner**") to enable the Co-Brand Partner and its agents and



authorised service providers to collect, use and disclose your personal data to any person the Co-Brand Partner deems appropriate or necessary for the purposes of:-

- (i) processing this application and providing services associated with the Co-Brand Card account;
  - (ii) offering, marketing or promoting any promotion or offer relating to the Co-Brand Card account;
  - (iii) administering any benefit, privilege and term applicable to the Co-Brand Card account;
  - (iv) offering, marketing or promoting any product and/or service provided by the Co-Brand Partner; and
  - (v) conducting research or analysis relating to any product and/or service provided by the Co-Brand Partner, whether conducted by the Co-Brand Partner(s) or jointly with any other party.
- (c) You acknowledge and agree that the Bank and the Co-Brand Partner will be separately collecting, using and disclosing your personal data and each party shall only be responsible for its own collection, use or disclosure of your personal data, and shall not be liable for the other party's handling or use thereof. You agree to directly address any queries, access or correction requests, or complaints in relation to the handling of your personal data to the relevant party.

## 16. PRIVILEGE SCHEME

- 16.1 The Card issued to you may carry various Privilege Schemes, rewards programmes, benefits or privileges from time to time on your use or purchase of products, goods or services from establishments participating in various schemes. We reserve the right to add, modify or cancel such benefits or privileges from time to time.
- 16.2 Notwithstanding anything herein, we shall not at any time be responsible or be held liable for your purchase of products, goods or services from the establishments participating in the Privilege Scheme.

## 17. CONTACTLESS READERS AND TRANSACTIONS (NOT APPLICABLE TO UOB VISA PLATINUM DEBIT CARD)

- 17.1 The Card may be used to carry out Card Transactions at all point-of-sale terminals and at such other readers or systems as the Bank may from time to time approve. The first Card Transaction on a Card shall be subject to such activation and authentication procedures as we may in our sole and absolute discretion prescribe from time to time.
- 17.2 You may use your Card(s) to effect Card Transactions at Mastercard contactless/Visa payWave readers. A Mastercard contactless/Visa payWave reader is a point-of-sale device (as approved by us in our sole and absolute discretion from time to time) at which the Card may be used to execute Card Transactions, either by tapping or waving the Card against such reader.
- 17.3 You may use the Card to effect any number of Card Transactions on Mastercard contactless/Visa payWave readers ("**Contactless Transactions**"). Signature, PIN or other authentication on your part is required for each Contactless Transaction that exceeds S\$200.
- 17.4 Any usage of a Card at any Mastercard contactless/Visa payWave readers, if permitted by us shall be subject to such terms and condition as we and Mastercard/Visa may agree from time to time.



17.5 Without prejudice to the foregoing, you undertake to be liable for all Contactless Transactions incurred using Mastercard contactless / Visa payWave regardless of whether the Contactless Transactions were properly authorised by you. In this regard, you acknowledge the ease of which unauthorised Contactless Transactions may be carried out and accept the risk of unauthorised Contactless Transactions.

## 18. GENERAL

18.1 We shall be entitled (but not obliged), at our sole discretion, to rely and act on any communication, requests or instructions which we, in our sole opinion, believe emanate from you (whether orally or in writing and whether in person or over the telephone or by facsimile or other means of telecommunication and whether genuine or with or without your consent or authority). Any action taken by us pursuant thereto shall bind you and we shall not be liable to you for any loss or damage incurred or suffered by you as a result of such action. We shall not be under any duty to verify the identity of any person communicating purportedly as or on behalf of you.

18.2 You must indemnify and keep us fully indemnified against all claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) suffered, incurred or sustained by us, directly or indirectly, by reason of or in connection with this Agreement, including without limitation:

- (a) any use or misuse of the Card including, without limitation, all Card Transactions and all ATM Card Transactions regardless of whether or not authorisation has been sought and/or given; and/or
- (b) breach of any provision of this Agreement on your part; and/or
- (c) the enforcement or protection of our rights and remedies against you under this Agreement; and/or
- (d) an insufficiency of available funds in the Account to meet a request for payment of any Card Transaction or any ATM Card Transaction or settlement of any other liability hereunder. In this respect, we may in our discretion allow the Account to be overdrawn and charge such payment or settlement to the Account together with any interest thereof as we may deem fit; and/or
- (e) any change in any law, regulation or official directive which may have an effect on the Account and/or this Agreement.

18.3 We may, in our absolute discretion at any time and without prior demand or notice, combine or consolidate any and all account(s) maintained by you with us and/or set-off or transfer any sum standing to the credit of any or all such account(s) in or towards the discharge or payment of any and all sums due to us from you on any other account including the Account designated hereunder or under this Agreement. We shall be entitled to exercise this right notwithstanding that the balance due to us on any account is not overdue and/or the use of the Card or the Account has not been closed or terminated.

18.4 We are entitled to apply any and all payments we receive from or for your account in such manner and order and to such Card Transaction as it may determine or select regardless of any specific appropriation made by you or any person making such payment(s).

18.5 If any one or more of the provisions of this Agreement or any part thereof is declared to be illegal, invalid or unenforceable under any applicable law, it will not affect the legality, validity or enforceability of the remainder of this Agreement in such jurisdiction or the legality, validity or enforceability of this Agreement in any other jurisdiction.

18.6 This Agreement covers the use of the Card issued by us, which is additional to those governing the operation of the Account and any other agreements that you have with us. In the event of inconsistency, this Agreement shall prevail with respect to the use of the Card.

18.7 The remedies under this Agreement are cumulative and are not exclusive of the remedies provided by law.

18.8 No forbearance or failure or delay by us in exercising any right, power or remedy is to be deemed to be a waiver or partial waiver thereof on the part of us; and no waiver by us of any breach of this Agreement on



your part is to be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement.

- 18.9 This Agreement is not assignable or transferrable by you but may be assigned or transferred by us.
- 18.10 We will send a Statement and/or a POS Record to you or you and the joint account holders of the Account on a monthly or periodic basis. We reserve the right not to send any Statement or POS Record for any period during which the Account is inactive. For the avoidance of doubt, it is hereby agreed that the Statement shall be evidence of the state of account between you and us and the terms and conditions for the operation of the Account shall apply in respect thereof (including but not limited to the terms governing your duty to verify the Statement and the conclusive evidence clause (if any)). The POS Record is meant solely for your information and shall not be treated as a statement of account between us and you.
- 18.11 Conclusiveness of Documents
- (a) Any document relating to any Card Transaction bearing your signature shall be conclusive evidence of the fact that the Card Transaction therein stated or recorded was authorised and properly made or effected by you.
  - (b) If you do not notify the Bank in writing of any inaccuracy or error in the Statement within 14 days of receipt or deemed receipt of such Statement, it shall constitute conclusive evidence that:-
    - (i) every Card Transaction and ATM Card Transaction stated therein has been effected by you; and
    - (ii) every charge stated therein, every amount debited therein has been validly and properly incurred or debited in the amount stated therein.
  - (c) Nothing in this Clause 18.11 shall prevent us from rectifying any errors, omissions in any Statement, POS Records or advice and any such amended Statement, POS Records or advice shall be binding on you.
- 18.12 (a) All Statements, POS Records, notices, requests, instructions, demands and other notification and communication under this Agreement may be served by personal delivery, ordinary post, facsimile transmission, electronic mail and/or through the Internet or any other electronic medium chosen by us to your last known address relating to the Account, the Card or otherwise (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business), facsimile number, electronic mail address or other contact number or address as may be provided or disclosed to us or our solicitors and/or published in such manner as we may select.

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. All such communication is deemed to have been effectively served on and received by you on:

- (i) the date of delivery if delivered by hand; and
  - (ii) on the date of transmission if by facsimile transmission, electronic mail, SMS or through the Internet or any other electronic medium chosen by us; and
  - (iii) on the day immediately after the date of posting if sent by post; and
  - (iv) on the date of publication if published; and
  - (v) on the date of display or posting if displayed at our branches or on our ATMS or posted on our website; and
  - (vi) on the date of advertisement if advertised in the newspaper; and
  - (vii) on the date of broadcast if broadcast via radio or television.
- (b) We shall 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.



- 18.13 We may serve any writ of summons, statement of claim, statutory demand, bankruptcy application or other legal process or document in respect of any action or proceedings under this Agreement required by any relevant law, including without limitation, the rules of court or other statutory provisions, to be served on you by personal service, by leaving the same at, and/or sending the same by ordinary post, to the last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) as may be provided or disclosed to us or our solicitors. Such legal process or document is deemed to have been duly served on you even if it is returned undelivered:-
- (a) on the date of delivery, if sent by hand and/or left at the last known address; or
  - (b) on the date immediately following the date of posting, if sent by post.

Service of such legal process is deemed to be good and effective service of such legal process on you and nothing in this Agreement shall affect our right to serve legal process in any other manner permitted by law.

- 18.14 A person who or which is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Act 2001 to enforce any provision of this Agreement.
- 18.15 This Agreement is governed by and construed in accordance with Singapore law. You hereby submit irrevocably to the exclusive jurisdiction of the Courts of Singapore with respect to any claim or dispute concerning or arising from this Agreement or any Card Transaction or any ATM Card Transaction.

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