

## UOB CORPORATE CARDMEMBER AGREEMENT (SOLE CORPORATE LIABILITY / JOINT & SEVERAL LIABILITY)

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. It is therefore important that you read and understand this document.

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### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

When we use the following words in this Agreement (as defined below), such words shall have the following meanings:-

**Account** means any account you now or hereafter have with us or any of our Related Corporations, subsidiaries, affiliated or associated companies 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.

**Agreement** means the terms and conditions herein, together with all appendices.

**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.

**Business day(s)** means any calendar day other than a Saturday, Sunday, public holiday or bank holiday in Singapore;

**Card** means any physical or virtual credit card issued by us from time to time, including a Corporate Card, Purchasing Card, Central Travel Account, Central Travel Lodge Account, Virtual Payment Solutions, World Business Card, Signature Business Card, Business Plus Card, Empire World Business Mastercard and/or Regal World Elite Business Card and any replacement or renewal thereof. Where such Card is digitised, enrolled and stored electronically in mobile wallet(s), Card shall also mean such Card stored electronically in a mobile wallet.

**Card Account** refers to any account in respect of the Card and/or use of the Card.

**Card Application** means a written application to us in the form prescribed by us for the issuance of any Card(s).

**CardMember** means the applicant (i.e. the business) as stated in the Card Application.

**Card Transaction** means any payment for goods and services effected by us pursuant to the use of any Card or the use of any Card Account number thereof whether by the CardUser named thereon or by any other person whether authorised by the CardMember or CardUser or otherwise.

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

**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.

**Corporate Administrator** means a person designated by the CardMember to manage the administration of the CardMember's Corporate Card, Purchasing Card, Central Travel Account, Central Travel Lodge Account and/or Virtual Payment Solutions.

**Corporate Card** means a Card issued by us at the request of the CardMember to a CardUser pursuant to a Card Application including any reissue, renewal or replacement thereof.

**Central Travel Account** means any virtual Mastercard or VISA Card issued by us, in respect of a Central Travel Account, pursuant to a Card Application including any reissue, renewal or replacement thereof.

**Central Travel Lodge Account** means any virtual Mastercard or VISA card issued by us, in respect of a central travel lodge account, pursuant to a Card Application including any reissue, renewal or replacement thereof.

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

**Credit Limit** means the total maximum amount you are allowed to have outstanding on all Card Accounts.

**Customised Card** shall have the meaning as prescribed to it in Clause 14.1.

**Design** shall refer to the name and/or logo and/or mark of the CardMember in such form and designs as provided by the CardMember.

**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.

**Force majeure** means any event beyond our control including acts of God, acts of civil or military authority, fires, strikes, lockouts or labour disputes, epidemics, governmental restrictions, wars, riots, earthquakes, storms, typhoons, floods and breakdowns in electronic and computer information and communications systems.

**HK\$ or HKD** means Hong Kong dollar, the lawful currency for the time being of Hong Kong Special Administrative Region of the People's Republic of China.

**Liability** means, all debts, liabilities, obligations and Loss 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.

**Merchant Category Code** means such numerical code assigned to a particular category of Payee Corporations classified according to the nature of their business and services.

**Merchant Category Code Check** means an authorised list of Merchant Category Codes as determined by the CardMember from time to time.

**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 organization, relevant party whose bills can be paid through the use of a Card.

**Personal Internet Banking** means the 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.

**Purchasing Card** means any physical or virtual Mastercard or VISA Card issued by us, in respect of a purchasing card, pursuant to a Card Application including any reissue, renewal or replacement thereof;

**Related Corporation** shall have the meaning described in Section 6 of the Companies Act (Cap. 50) of Singapore.

**Relevant Third Party** means a vendor (of the Bank's choice), engaged by the Bank, to provide and/or produce the Customised Card.

**S\$ or SGD** means Singapore dollar, 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 ATM card services, Cash Out services, Call Centre services, electronic or Personal Internet Banking services or Mobile Services.

**Sub-Limits** means such limit(s) within the Credit Limit, as nominated by you and notified to us from time to time as the maximum limit up to which you are allowed to have outstanding on any one or more Card Account(s) whether on a daily, or per Card Transaction, or collective or group, basis or otherwise, as determined by you.

**US\$ or USD** means United States dollar, the lawful currency for the time being of the United States of America.

**Virtual Payment Solutions** means any virtual Mastercard or VISA Card (i.e. where such card numbers are generated without any physical card) issued by us in respect of any payment solution processed virtually (including but not limited to Virtual Payment Control, Commercial Mobile Pay, Virtual Travel Payment Service) pursuant to a Card Application including any reissue, renewal or replacement thereof.

**Viruses** shall have the meaning as prescribed to it in Clause 14.3(b).

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

**you / yourself** refers to the CardMember and/or the CardUser, as the case may be.

## 1.2 **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 include the feminine or neuter gender.

**Including:** In this Agreement the word “including” means “Including without limitation or prejudice to the generality of any description, definition, term or phrase preceding that word, and the word “include” and its derivatives shall be construed accordingly.

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

## 2. **INTRODUCTION**

2.1 This Agreement shall apply to Cards we may issue to you from time to time.

2.2 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 in any other documents.

2.3 By applying for the Card, you agree to be bound by all the terms in this Agreement and in any other document relating to the Services because you are deemed to have already read, understood and accepted each and every term. The terms in this Agreement and in such other document relating to the Services, 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/or
- (c) each time you use or operate the Cards and/or Services.

2.4 Without prejudice to other provisions of this Agreement, we reserve the right, at any time, in our absolute discretion and without notice and without giving any reason, to introduce, amend, vary, restrict or withdraw all or any of the Services benefits and privileges in respect of or in connection with the Card, Card Account and/or this Agreement.

## 3. **THE CARD**

### **Issue of Cards and PIN**

3.1 After we have accepted your Card Application and upon approval by us of your Card Application, a Card Account will be opened and maintained for each Card in the name of the CardUser.

3.2 The Card and its PIN (where applicable) will be given to the CardUser. The CardUser can collect the Card personally, or we can send the Card and its PIN, at your own risk, to the CardUser by ordinary post or in any other manner. We cannot be responsible for the Card or the PIN after it is collected or sent. For Cards in electronic form, we will provide you with instructions on how to enable the Card.

### **Signature**

3.3 When you receive your Card you must immediately sign on the Card.

### **Currency of Transaction**

3.4 If a Card Transaction is made in a foreign (non-SGD) currency, we will convert the transaction amount into SGD according to our usual practice. The currency conversion will be based on our prevailing foreign exchange rate or at an exchange rate determined by VISA or Mastercard International, depending on whether the conversion is done by us, VISA or Mastercard International. The currency conversion will take place on the date on which the Card Transaction is received and recorded by us. The conversion charges are set out in the Fees and Charges guide in Appendix 1.

### **The Card Belongs to Us**

3.5 The Card remains our property. You must not transfer the Card without our written approval. You must safeguard the Card at all times. Clause 4.6 shall apply if you inadvertently lose custody or possession of the Card. When we ask you to return the Card, you must promptly cut it in half (for your protection) and return it to us. For Cards in electronic form, you must remove such Cards from any electronic, digital, communication or transmission device, computer or equipment where such Cards are installed.

## 4. **YOUR LIABILITY AND RESPONSIBILITY**

4.1 Only you as the authorized 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 and whether with or without your knowledge);

- (b) for ensuring that you, and any Authorised Person, 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.

4.2 You and any Authorised Person must:-

- (a) not use or allow the use of, any Card or Card Account for any unlawful activity (for example, purchasing illegal goods or services) in any country;
- (b) not use or allow the use of, 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.

**Notification of Change of Circumstances**

4.3 You and the Authorised Person must promptly notify us in writing upon:-

- (a) the termination or suspension of employment of the CardUser with the CardMember;
- (b) any change or proposed change:-
  - (i) in the CardMember's business and/or in the organisation or structure of the CardMember;
  - (ii) to the particulars of the CardMember, any CardUser or its representatives authorised to communicate with us (including the Authorised Person) in connection with the Card or the Card Account; and/or
  - (iii) in the CardUser's position, division or department;
- (c) any bankruptcy application or petition filed against the CardUser;
- (d) the commencement of any insolvency proceeding against the CardMember or the threatened cessation or dissolution of the CardMember's business; and/or
- (e) our request for any other information from time to time.

**Instructions from the CardMember**

4.4 We may rely and act on, and the CardUser is bound, by all notices and instructions given by the CardMember concerning the Card including the termination of the Card Account or change of the Credit Limit and/or Sub-Limits of any Card. Without prejudice to the generality of this Clause, we shall be entitled to rely and act on any instruction by the CardUser to terminate the Card Account or suspend the use of any specific Card.

**Corporate Administrator**

4.5 The CardMember shall designate one or more of its employees or such Authorised Person(s) as Corporate Administrator(s) and promptly inform the Bank of such designation. The CardMember hereby undertakes to notify the Bank, in writing and in such form and together with such supporting documents as may be prescribed by the Bank, of any changes to any one of its Corporate Administrator(s) (including but not limited to the additional designation or removal of its Corporate Administrator(s)), as soon as possible, of such change. The Bank shall be entitled a reasonable period of time to process the change upon such notification. Until such change has been processed, the Bank shall continue to consider the Corporate Administrator(s) of the CardMember as the person(s) last designated as such in the Bank's records.

4.6 The CardMember shall procure that its Corporate Administrator(s) provide the Bank with such information relating to the CardUser's personal details together with such supporting documents as may be required by the Bank from time to time, within such timeline as may be stipulated by the Bank in such request. The CardMember shall (and shall procure that its Corporate Administrator(s) shall) ensure that all such information provided to the Bank is up-to-date, accurate and complete.

**Security**

4.7 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, including the following:-
  - (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 disclose the PIN or any Card number and must take all care to prevent the PIN or Card number from being disclosed to any unauthorized third party;

- (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) immediately notify us when 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 address, identification and contact details).

**Lost or Stolen Card / Disclosure of PIN**

- 4.8 If the Card is lost or stolen or you suspect someone knows the PIN or the Card is used by someone without your authority, your Liability resulting from the misuse or for a fraudulent transaction during the material period of time 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 of the Card and/or disclosure of the PIN or Card number;
  - (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 statutory declaration in the form approved by us and any other document and/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 or theft of the Card and/or disclosure of the PIN or Card number and the loss or theft of the Card and/or disclosure of the PIN is not due to your negligence, fraudulent act or default.
- 4.9 If the Card is lost or stolen or the PIN or Card number is disclosed or the Card is used by someone without your authority, you will be responsible for:-
- (a) all transactions made by anyone using your Card until we receive your notification of its loss or its theft or disclosure of the PIN/Card number or unauthorised use of the Card (as the case may be) and we are satisfied of your compliance with Clause 4.6 above; and
  - (b) notifying the Payee Corporation with whom you have any standing payment arrangement to stop all direct debits to the Card or the Card Account.
- 4.10 We may issue a replacement Card or new PIN upon terms and conditions as we may deem fit.
- 4.11 If the lost or stolen Card is recovered, you must promptly cut such Card in half and return such Card to us as it cannot be used anymore.

**5. CREDIT LIMIT**

- 5.1 The Credit Limit is an overall limit prescribed to the CardMember. Such Credit Limit applies to all Cards issued to the CardMember or for all Card Accounts. 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.
- 5.2 The CardMember agrees that it shall inform all CardUsers about the amount of Credit Limit.

**Calculating if Credit Limit is Exceeded**

- 5.3 When we calculate if you have exceeded your Credit Limit or Sub-Limit, where applicable, we take into account:-
- (a) the amount of any transaction made using all Cards (including 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.
- 5.4 If the Credit Limit or Sub-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 or Sub-Limit, as the case may be.
- 5.5 We may, but need not, act on or allow any instruction or Card Transaction which would result in the Credit Limit or Sub-limit being exceeded. If we were to act on or allow such instruction or Card Transaction, you shall be responsible for the act or Card Transaction carried out.
- 5.6 You must pay a fee if the total outstanding Card Account balance exceeds the Credit Limit (for details, please refer to the Fees and Charges guide in Appendix 1).

**6. CASH ADVANCE**

**Getting a Cash Advance**

6.1 You may use your Card 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. Please refer to the Fees and Charges guide in Appendix 1 (as may be updated from time to time for charges applicable to a Cash Advance).

**7. PAYMENTS**

7.1 You agree and 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**

7.2 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**

- 7.3 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 and additional interest (if any) on the unpaid amount (for details, please refer to the Fees and Charges guide in Appendix 1); and
  - (b) we may suspend the use of any one or all Cards.
- 7.4 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 in Appendix 1).

**Calculation of Minimum Payment**

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

| <b>Amount of outstanding Card Account balance</b>   | <b>Minimum Payment</b>  |
|---|---|
| less than:-<br>(a) S\$50-00 if Card is issued in respect of SGD; or<br>(b) US\$50-00 if Card is issued in respect of USD; or<br>(c) HK\$50-00 if Card is issued in respect of HKD   | outstanding Card Account balance  |
| equal to or more than the following amount but does not exceed Credit Limit:-<br>(a) S\$50-00 if Card is issued in respect of SGD; or<br>(b) US\$50-00 if Card is issued in respect of USD; or<br>(c) HK\$50-00 if Card is issued in respect of HKD | 3% of outstanding Card Account balance or the following amount, whichever is higher, plus any overdue amounts:-<br>(a) S\$50-00 if Card is issued in respect of SGD; or<br>(b) US\$50-00 if Card is issued in respect of USD; or<br>(c) HK\$50-00 if Card is issued in respect of HKD |
| exceeds Credit Limit  | 3% of Credit Limit, plus excess over Credit Limit, plus any overdue amounts   |

7.6 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**

- 7.7 If the Card is issued to you primarily for Card Transactions in SGD or HKD, you must pay us in SGD or HKD respectively and as the case may be. If any payment received or recovered is in another currency other than SGD or HKD (as the case may be), we will convert such payment into USD first, then into SGD or HKD (as the case may be) 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.
- 7.8 If the Card is issued to you primarily for Card Transactions in USD, you must pay us in USD. If any payment received or recovered is in another currency other than USD, we will convert such payment into USD 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**

7.9 We may apply payments received by us to reduce the Liabilities in any Card Account or in connection with any Card in any order of priority and in any manner we think fit. This is so notwithstanding we may from time to time request or clarify with you in which order of priority or manner you wish to apply payments received by us.

**Payment In Full When We Request**

7.10 Notwithstanding any term in this Agreement, we may demand from you at any time immediate repayment of the Liability or any amount you owe us.

**No Deductions**

7.11 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.

**Liability Immediately Payable**

7.12 All your Liability will be immediately payable in full:-

- (a) if you are unable to pay your debts when they become due; or
- (b) if you propose a voluntary arrangement with your creditors or is unable to pay your debts within the meaning of the Bankruptcy Act 1995 or if any resolution is passed, or a petition is presented against you for bankruptcy, liquidation, winding up or dissolution or for the appointment of a judicial manager, or a liquidator, receiver, trustee, judicial manager or similar official is appointed of all or a substantial part of your assets or if execution or any form of action is levied or taken against any of your assets or if execution or any form of action is levied or take against any of your assets; or
- (c) on termination of this Agreement; or
- (d) at our absolute discretion if there is any breach of this Agreement by you and/or any other CardUser.

**Refunds from Payee Corporations**

7.13 We will only credit the Card Account with refunds (in connection with any overpayment or dispute) made by any Payee Corporation in relation to any Card Transaction after we receive a properly issued credit voucher (or such other document of similar effect) from such Payee Corporation.

**Discretion to handle credit balance in Card Account**

- 7.14
- (a) We shall be entitled to pay the credit balance (if any) on the Card Account to the CardMember (or to its successors in title) or the CardUser (or to the CardUser's executor(s) or administrator(s) in the event of the CardUser's death) and shall not be obligated to enquire about the beneficial rights to such funds.
  - (b) Without prejudice to the generality of the foregoing and subject to Clause 15.6, if the credit balance on the Card Account is at any time equal to or more than S\$50,000-00, we shall be entitled to (i) transfer all or any part of such credit balance on the Card Account by way of funds transfer to the CardMember's or any of the CardUser's banking account(s) with us; or (ii) pay all or any part of such credit balance by such mode as we determine appropriate including by way of cashier's order to the CardMember or CardUser.

**8. SUSPENSION / CANCELLATION / TERMINATION**

**Suspend Card / Refuse Card Transaction**

8.1 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**

8.2 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 the entire Liability in connection with the Card and Card Account.

8.3 Notwithstanding that the use of one or more of the Cards is terminated, this Agreement shall continue in force and the liabilities of the CardMember and CardUser under this Agreement shall not be so affected and shall continue.

8.4 You may terminate this Agreement only if:-

- (a) we receive your 30 days' advance notice in writing to do so;
- (b) you return the Card to us cut in half for your protection; and
- (c) you pay the entire Liability in connection with the Card and Card Account.

**Termination by Us**

8.5 Notwithstanding anything, we may close and revoke any one or all Cards, the Card Account and Services, and/or terminate this Agreement, 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) a receiver, judicial manager or trustee is appointed over any of your assets;
- (j) you enter or propose to enter into a scheme of arrangement or other similar proceedings with any of your creditors or any person;
- (k) the CardUser's employment with the CardMember is terminated;
- (l) you become insolvent or bankrupt or subject to judicial proceedings;
- (m) an application or petition is made for your dissolution or winding up or a resolution is passed for your dissolution or winding up;
- (n) your assets are in jeopardy or subject to enforcement of a judgment by any party;
- (o) 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;
- (p) there is change of your legal entity status pursuant to or as a result of any restructuring, amalgamation, merger or acquisition;
- (q) anything 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;
- (r) any other event of default occurs under any other agreements or arrangements between us;
- (s) 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;
- (t) it would constitute a breach of our agreement with any other party;
- (u) 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
- (v) 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**

8.6 If the Card Account and/or the Agreement is terminated:-

- (a) you cannot and must not use the Card;
- (b) you must remove all Cards in electronic form, from any electronic, digital, communication or transmission device, computer or equipment where such Cards are installed;
- (c) all benefits and privileges conferred by the Card are no longer available;
- (d) you must promptly cut the Card in half and return it to us (for your protection);
- (e) you must immediately pay all amounts owing to us in connection with the Card including Card 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;
- (f) no fees (including joining fees and annual fees) and/or transaction charges (or any part thereof) will be refunded; and
- (g) 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.

## **9. INTEREST, FEES AND CHARGES**

9.1 Interest, fees and charges which are set out in the Fees and Charges guide in Appendix 1 and statements of account may be changed from time to time. Any change or addition to the interest, fees and charges will be notified to you in



accordance with the terms of this Agreement. All interest, fees and charges are payable before as well as after judgment.

9.2 Interest, fees and charges payable will be charged and debited to the Card Account.

## 10. STATEMENTS OF ACCOUNT

10.1 Statements of account or confirmation advices will be sent by ordinary post to the CardUser and/or CardMember or both. If your Card Account is inactive, we may not send you any statement. Our statements of account or confirmation to you are effective:-

- (a) if sent to an address within Singapore, the following business day after posting; or
- (b) if sent to an address outside Singapore, five (5) business days after posting.

10.2 Statements of account or confirmation advices given to any CardUser or to the CardMember are deemed to be given to all CardUser(s) and the CardMember.

10.3 If you think there is an error in your statements of account, 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.

10.4 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.

## 11. EXCLUSION OF LIABILITY

11.1 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 damage, loss and/or our inability to retrieve any data or information that may be stored in any computer system, device, microchip, circuit or any equipment whatsoever and howsoever caused;
  - (viii) any delay or error including in the transmission of any electronic payment transfer;
  - (ix) our refusal to act on any instruction, or any other thing we do or do not do;
  - (x) termination of any Card, Card Account or Service;
  - (xi) 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

11.2 The Cards may 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.

11.3 Your liability to us under this Agreement shall not be affected by any dispute or counterclaim or right of set-off which you may have against any Payee Corporation.

## **12. PURCHASING CARD, CENTRAL TRAVEL ACCOUNT, CENTRAL TRAVEL LODGE ACCOUNT, AND VIRTUAL PAYMENT SOLUTIONS**

12.1 If we agree to issue a Purchasing Card, Central Travel Account and/or approve your application for a Central Travel Lodge Account and/or Virtual Payment Solutions, all of the terms in this Agreement and the terms relating solely to Purchasing Card, Central Travel Account, Central Travel Lodge Account and/or Virtual Payment Solutions will apply to you and this Agreement (excluding the terms of this Clause 12) will be modified, where necessary, to give effect to the sub-clauses of this Clause 12.

### **Card Transaction and Credit Limits**

12.2 Purchasing Card, Central Travel Account, Central Travel Lodge Account and/or Virtual Payment Solutions should be used solely for the purpose of purchasing goods and services on behalf of the CardMember and cannot be used to purchase services for entertainment, including but not limited to, any Card Transactions classified under the Merchant Category Code 7999 for Recreation services.

12.3 We will implement such Sub-Limits and/or Merchant Category Code Check in relation to Card Accounts. We may in our absolute discretion approve any proposed Card Transaction and allow such limits to be exceeded even in the absence of any request from the CardMember provided the CardMember must forthwith pay such amount in excess of any limits that may be imposed. Notwithstanding any applicable Merchant Category Code Check, we may in our absolute discretion approve any Card Transaction which may infringe the then applicable Merchant Category Code Check even in the absence of any request from the CardMember.

12.4 We may, at any time in its absolute discretion and without assigning any reason, refuse to approve any proposed Card Transaction notwithstanding that the total debit balance on the Card Account at such time would not have exceeded the Credit Limit and/or Sub-Limits, and which would not have infringed the Merchant Category Code Check, then applicable to the Card Account.

12.5 The CardMember shall be liable for any Card Transaction exceeding any Sub-Limit, as a result of:-

- (a) the Card Transaction being approved inadvertently by us;
- (b) the effecting of any Card Transaction via imprinters or any other offline mode;
- (c) a breakdown in the computer system; or
- (d) the effecting of any Card Transaction in infringement of the Merchant Category Code check.

### **Sole Corporate Liability**

12.6 Unless otherwise expressly specified in this Agreement, the CardMember alone shall be liable to pay us on demand the Liability in connection with each Purchasing Card, Central Travel Account, Central Travel Lodge Account and/or Virtual Payment Solutions, and each Card Account relating to a Purchasing Card, Central Travel Account, Central Travel Lodge Account and/or Virtual Payment Solutions, whether or not a transaction voucher is signed by a CardUser.

### **Charges and Fees**

12.7 We may charge and debit the Card Account:

- (a) a one-time sign-up fee for the issuance of such Cards at such rate as UOB may prescribe from time to time ;
- (b) an annual service fee for the issue or renewal of such Cards at such rate as UOB may prescribe from time to time without notice; and
- (c) a per transaction fee of such amount as UOB may prescribe from time to time without notice for each card transaction effected.

Any charges or fees shall not be waivable or refundable in any event.

## **13. LIABILITY OF CARDMEMBER AND CARDUSER**

### **Where Card is issued under the Joint and Several Liability programme (Clauses 13.1 to 13.2 will be applicable)**

13.1 Where we agree to issue a Card under the joint and several liability programme:-

- (a) the CardMember is responsible for the Liabilities in connection with all Card Accounts and all the Cards of all CardUsers and is jointly and severally liable with each CardUser for the Liabilities in connection with each Card issued to that CardUser; and
- (b) each CardUser is jointly and severally liable with the CardMember for the Liabilities in connection with the Card issued to him, but is not liable for the Liabilities in connection with the Card or the Card Account of any other CardUsers.

13.2 Liabilities owing to us by the CardUser and the CardMember are not to be affected or prejudiced by any dispute, counterclaim or set-off between (a) the CardUser and the CardMember, or (b) the CardMember and any of its other CardUsers, or (c) the CardUser and any other CardUser.

The discharge of any Liability or the waiver of our rights against the CardMember shall not affect or prejudice the Liabilities and obligations of any other CardUser under this Agreement. The discharge of any Liability or the waiver of

our rights against a CardUser will not affect or prejudice the Liabilities and obligations of the CardMember or any other CardUsers under this Agreement.

**Where Card is issued under the Sole Corporate Liability programme (Clauses 13.3 and 13.4 will be applicable)**

- 13.3 Where we agree to issue a Card under the sole corporate liability programme:-
- (a) the CardMember shall solely be responsible and liable for, and shall pay us on demand, the Liability in connection with all Card Accounts and all Cards of all CardUsers;
  - (b) the CardMember warrants and shall ensure that all Authorised Persons and CardUsers shall comply with, observe and discharge all the terms and conditions under this Agreement relating to the use of the Card(s) and operation of the Card Account(s) and the CardMember shall be liable and responsible for all acts, omissions, fraud, defaults and negligence of all Authorised Persons and CardUsers;
  - (c) the obligations of each CardUser under this Agreement relating to the use of the Card and/or operation of any Card Account shall still be applicable and shall not be affected nor prejudiced; and
  - (d) We may combine or consolidate the card Account and any Account maintained by the CardMember and set off or transfer credit balances (whether matured or not) therein in and towards the discharge or payment of the CardUser's Liability or any part thereof.
- 13.4 Liabilities owing to us by the CardUser and the CardMember are not to be affected or prejudiced by any dispute, counterclaim or set-off between (a) the CardUser and the CardMember, or (b) the CardMember and any of its other CardUsers, or (c) the CardUser and any other CardUser.

**14. CUSTOMISED CARD**

**14.1 Customised Card**

- (a) The CardMember may request the Bank to issue customised Cards (each a "Customised Card") which bear the Design to the CardUsers.
- (b) The Bank shall be the absolute discretion to appoint or enter into any arrangement with any Relevant Third Party in relation to the provision of the Customised Card.
- (c) Upon notification by the Bank, the CardMember shall be required to provide (either in hardcopy or softcopy) the Design, in accordance with the stipulated resolution requirements, to the Bank.
- (d) The Bank has the absolute discretion to reject any Design that the CardMember submits to the Bank without assigning any reasons. In the event the CardMember fails to submit the Design within the timeframe as stipulated by the Bank or if the Bank rejects the use of the CardMember's submissions for any reason, whichever is earlier, the Bank shall have the absolute right to affix the Bank's name and logo on the Card. Notwithstanding anything to the contrary, the Bank shall have the absolute discretion to change any Customised Card layout, including any logos, legends and/or Designs without any prior notice to the CardMember.
- (e) The Bank may reject any application for a Customised Card or terminate the Customised Card at any time without giving any reason or prior notice to the CardMember.
- (f) No further changes to the Design will be allowed upon the CardMember's submission of the Design to the Bank unless otherwise approved by the Bank.

**14.2 Charges and Fees**

- (a) In consideration of the Bank issuing Customised Cards to the CardUsers, the CardMember shall pay in advance to the Bank fees and/or charges (as may be notified to the CardMember in writing) or such other amount as the Bank may from time to time prescribe for each print-run of the each Customised Card. Such fees and/or charges shall be paid after each print-run of the Customised Card and before the issuance of the first Customised Card.
- (b) All fees and/or charges payable under in relation to the Customised Card are of such amounts and/or levied at such rates as the Bank may determine at its absolute discretion and are subject to change by the Bank at any time without giving any reason and/or without notice to the CardMember.

**14.3 CardMember Warranties, Consents etc.**

- (a) The CardMember warrants to the Bank that it is the legal and beneficial owner of the Design, it is entitled to use the Design and that the use of the Design on the Card will not constitute an infringement of the rights (including any intellectual property rights) of any third party.
- (b) The CardMember warrants to the Bank that none of the Designs submitted to the Bank contains any computer viruses, spyware, worms, time-outs, time bombs, back doors, easter eggs, any harmful or malicious code (collectively, "Viruses") intended to or which may damage, disrupt, inconvenience or permit unauthorised access to any software, hardware, networks, data or information and other contaminants including but not limited to any codes, agent, instructions or any other programs that may or will be used to access, modify, delete or damage any data, files or other computer programs used by us or our relevant agents, employees and contractors (including, without limitation, the Relevant Third Party).

- (c) The CardMember irrevocably and unconditionally grants (or have obtained consent from the relevant Design's owner to grant) to the Bank and the Relevant Third Party a perpetual, non-transferable, non-exclusive, royalty-free, world-wide, irrevocable license to use the Design and the data the CardMember provides to the Bank and the Relevant Third Party. The Bank and the Relevant Third Party may require evidence of the Design owner's consent or of the CardMember's ownership of the Design and the CardMember agrees that the Bank and the Relevant Third Party shall have the absolute discretion to demand for such evidence from the CardMember and the CardMember agrees that it will, promptly, provide or procure to provide such evidence to the Bank and the Relevant Third Party upon such demand.
- (d) The CardMember shall indemnify and keep the Bank fully indemnified against any Loss which the Bank may suffer or incur (including legal costs on an indemnity basis) arising out of or in connection with the Customised Card, including without limitation, the use of the Design.

#### 14.4 **Rights of the Bank**

- (a) All Customised Cards issued to CardUsers by the Bank shall bear the Design of the CardMember in such form as the Bank may determine in its absolute discretion.
- (b) All copyright and other intellectual property rights in relation to the Customised Card shall belong to the Bank, or when applicable, the Relevant Third Party. You agree that you shall not reproduce any aspect of the Customised Card.
- (c) The Bank shall not be liable to the CardMember and/or CardUser for any Loss which the CardMember and/or CardUser may incur in relation to the use of the Customised Card.

### 15. **GENERAL**

#### 15.1 **Act in Good Faith**

We may rely and act on any written or oral instruction(s) we believe in good faith has been given by you or any Authorised Person according to the operating mandate. You shall be bound by any action we take pursuant thereto and we shall not be liable in any way to you for any Loss you suffer or incur as a result of such action.

#### 15.2 **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.

#### 15.3 **Notices and Communication**

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.

#### 15.4 **When Our Notice and Communication is Effective**

15.4.1 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 or when left at the address;
- (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.

15.4.2 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.

15.4.3 Notices and communication given to any CardUser or to the CardMember are deemed to be given to all CardUser(s) and the CardMember.

#### 15.5 **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.

#### 15.6 **Payee Corporation**

15.6.1 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.

15.6.2 If there is a dispute with any Payee Corporation in respect of a payment, a refund for the Card Transaction will be made to you only after the Payee Corporation has refunded the payment to us.

#### 15.7 **Right of Set-Off**

15.7.1 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 or transfer credit balances (whether matured or not) in these Accounts in and towards the discharge or payment of the Liability or any part thereof.

15.7.2 Where such combination, consolidation and/or set-off requires the conversion of one currency into another, we are entitled to effect such conversion at such time and rate of exchange in accordance with our usual practice and you must bear all exchange risks, losses, commission and other bank charges which may thereby arise.

#### 15.8 **Conclusive Evidence**

15.8.1 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.

15.8.2 We may destroy, erase or stop maintaining any record after such time as permitted by applicable law.

#### 15.9 **Disclosure**

15.9.1 We have rights to disclose details of our customers under the law, for example, the Banking Act 1970 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 Card Accounts, 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, CardMember, or CardUser;
- (b) to any person or organisation (including but not limited to our agents, third-party service providers, contractors, and each of their respective subcontractors) involved in facilitating, processing or providing any services or facilities in connection with your Card, Card Account and/or any Card Transaction, including but not limited to any card association;
- (c) to any person or organisation (including but not limited to our agents, third-party service providers, contractors, and each of their respective subcontractors) 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);
- (d) to any person or organisation (including but not limited to our agents, third-party service providers, contractors, and each of their respective subcontractors) providing services to us, or performing operational functions where these have been outsourced;
- (e) to any person or organization (including but not limited to our agents, third-party service providers, contractors, and each of their respective subcontractors) for the purpose of printing personalised cheques, statements, advices, correspondence or any other related document;
- (f) to the police or any public officer conducting an investigation;
- (g) to credit card companies, card associations and financial institutions in connection with credit card enquiries or use of the Card;
- (h) to other banks, financial institutions, credit bureau or credit reference agents, only for credit information on you or any Authorised Person;
- (i) to Payee Corporations, in connection with the payment of bills;
- (j) 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");
- (k) to auditors and professional advisors including lawyers;
- (l) to any actual or potential assignee or transferee in relation to any credit facility;
- (m) to any Payee Corporation or other parties accepting the use of the Card and their agents, , third party service providers, and contractors, including their subcontractors, in respect of transactions using the ATMs of other banks or financial or non-financial institutions such as NETS;
- (n) 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;
- (o) to any person who stands as guarantor or surety for your Liability or is jointly or jointly and severally liable with you;
- (p) to any receiver appointed by us;
- (q) to any rating agency, business alliance partner, insurance company, insurer, insurance broker or direct or indirect provider of credit protection;

- (r) 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;
- (s) 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
- (t) 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.

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

15.9.2 You agree to keep confidential and not disclose to any third party any information pertaining to us, the Card, the Card Account, the Service or any of our products, operations or businesses disclosed to you by us or otherwise howsoever acquired pursuant to or in connection with this Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such).

15.9.3 With regard to any personal data provided to and/or collected by us from time to time in connection with the Card, the Card Account, the Service or any of our products, operations or businesses or otherwise howsoever acquired pursuant to or in connection with this Agreement, you represent and warrant to us that:-

- (a) you have complied with all applicable personal data protection laws, regulations, guidelines and codes of practice;
- (b) the consent of the individual concerned has been obtained for the collection, use and disclosure of the individual's personal data for the purposes described in the Bank's Privacy Notice (Corporate) (as may be amended, supplemented and/or varied, from time to time), a copy of which is available at [www.uob.com.sg](http://www.uob.com.sg) and at the Bank's branches; and
- (c) the personal data provided by you (and/or the CardUser) to us is up-to-date, accurate and complete.

15.9.4 This representation and warranty is repeated whenever personal data is provided to us.

15.9.5 This Clause shall survive the termination of this Agreement.

#### 15.10 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) the use or abuse of the Card or Card Account, whether or not with your knowledge or authority;
- (b) any Card Account, Service or transaction;
- (c) acting on or carrying out or delaying or refusing to act on any instruction you or an Authorised Person gives us;
- (d) searches and enquiries we make in connection with you, any Authorised Person or a security provider;
- (e) the provision of any Service to you and the performance of our functions as your banker;
- (f) any Service provided by any third party (including NETS);
- (g) 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;
- (h) any action by us or any party against you or any Authorised Person relating to any Card, Card Account or Service;
- (i) any involvement by us in any proceeding of whatever nature for the protection of or in connection with the Card, Card Account or Services;
- (j) our compliance with any existing or future law or regulation or official directive in respect of any of these terms;
- (k) taxes payable by us in connection with your Card Account; and
- (l) any increased cost relating to the provision of Service, the Card, Card Account and/or this Agreement if there is a change in law or circumstances.

#### 15.11 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.

#### 15.12 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 seven (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. Please refer to [www.uob.com.sg](http://www.uob.com.sg) for the latest version of this Agreement.

**15.13 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.

**15.14 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.

**15.15 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.

**15.16 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 2001 of Singapore to enforce or enjoy the benefit of the terms of this Agreement.

**15.17 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.

**15.18 Service of Documents**

In addition to any other method of service available to us, any document in a court action or proceeding requiring to be delivered by personal service or otherwise (including any writ of summons, statement of claim, statutory demand, bankruptcy application) may be served on you by post, delivery to or leaving it at your last known address in our records and such manner of service is deemed as effective personal service even if it is returned undelivered:-

- (a) if sent by hand, at the time of delivery or when left at the address;
- (b) if sent by ordinary or certified prepaid post to an address within Singapore, the following business day after posting;
- (c) if sent by registered post to an address in Singapore, two (2) business days after posting; and
- (d) if sent by ordinary, certified prepaid post or registered post to an address outside Singapore, five (5) business days after posting.

**APPENDIX 1  
FEES AND CHARGES GUIDE**

**In respect of SGD / USD / HKD Cards**

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

|     |  |   |
|-----|--|---|
| (a) | Cash advance fee per transaction (if the CardMember so allows):- | 8% of cash advance amount subject to a minimum fee of S\$15 for SGD Cards / US\$10 for USD Cards / HK\$80 for HKD Cards;  |
|     | AND  |   |
| (b) | Interest:-   | 28.5% per annum on all outstanding on the cash advance amount, calculated on a daily basis, from the date of the cash advance until the date the outstanding is paid in full. |

**Late Payment Charge and Interest**

|     |   |  |
|-----|---|--|
| (a) | Late payment charge:-   | S\$60 for SGD Cards / US\$50 for USD Cards / HK\$360 for HKD Cards 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:- is calculated on a daily basis from the date of the transaction, on any amount remaining unpaid (including late payment charges) until such outstanding is paid in full. | 27.8% per annum subject to a minimum charge of S\$3 for SGD Cards / US\$3 for USD Cards / HK\$20 for HKD Cards (except Business Plus Cards & Virtual Payment Solutions)<br><br>13.8% per annum subject to a minimum charge of S\$3 is applicable to Business Plus Cards & Virtual Payment Solutions. |

**Additional Interest (where applicable)**

|                       |  |
|-----------------------|--|
| Additional Interest:- | 3% per annum on top of prevailing interest on any amount remaining unpaid if the minimum payment due on your Card Account is not received by the due date specified in your Card statement (" <b>Due Date</b> "). The additional interest, calculated on a daily basis, will be imposed from the date of the next Card statement following the Due Date.<br><br>Such additional interest will continue to apply unless and until the respective minimum payment(s) specified in two consecutive Card statements following the Due Date is paid on or before the respective due dates specified in those two consecutive Card statements. |
|-----------------------|--|

**Overlimit fee (where applicable)**

|                 |                        |
|-----------------|------------------------|
| Overlimit Fee:- | S\$40-00 for each Card |
|-----------------|------------------------|

**Fee for Card Replacement**

|                  |                        |
|------------------|------------------------|
| 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
- (b) arrive at the hotel or establishment before the check-out time the day following the scheduled arrival date:

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.

**Fees for Foreign Currency Transactions and Transactions Processed Outside Singapore in respect of SGD Cards**

|     |  |  |
|-----|--|--|
| 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 3% on the amount converted will be charged.   |
| 2   | For SGD denominated Cards (i.e. where the Card billing currency is in SGD):                     |  |
|     | SGD transaction made using Visa or Mastercard and processed outside Singapore.                  | An International Processing fee of 1% of the transaction amount will be levied.                                |

#### Fees for Foreign Currency Transactions and Transactions Processed Outside Singapore in respect of USD Cards

|     |  |   |
|-----|--|---|
| 1   | Transaction made in foreign currency:-   |   |
| (a) | Non-USD transaction;   | The transaction will be converted at the prevailing exchange rates of the relevant credit card company to USD on the day it is posted to the account; |
|     | AND  |   |
| (b) | Non-USD transaction made using Visa, Mastercard, JCB International or China Unionpay Cards;                | An administrative fee of 3% on the amount converted will be charged.  |
| 2   | For USD denominated Cards (i.e. where the Card billing currency is in USD):                                |   |
|     | USD transaction made using Visa or Mastercard and processed in or outside of the United States of America. | An International Processing fee of 1% of the transaction amount will be levied.   |

#### Fees for Foreign Currency Transactions and Transactions Processed Outside Singapore in respect of HKD Cards

|     |   |   |
|-----|---|---|
| 1   | Transaction made in foreign currency:-  |   |
| (a) | (i) Non-HKD and non-USD transaction;  | The transaction will be converted at the prevailing exchange rates of the relevant credit card company, first to USD then, to HKD on the day it is posted to the account; |
|     | OR  |   |
|     | (ii) USD transaction:   | The transaction will be converted to HKD at the prevailing exchange rates of the relevant credit card company on the day it is posted to the account;                     |
|     | AND   |   |
| (b) | (i) Non-HKD transaction made using Visa, Mastercard, JCB International or China Unionpay Cards; | An administrative fee of 3% on the amount converted will be charged.  |
| 2   | For HKD denominated Cards (i.e. where the Card billing currency is in HKD):                     |   |
|     | HKD transaction made using Visa or Mastercard and processed outside of the Hong Kong.           | An International Processing fee of 1% of the transaction amount will be levied.   |

#### 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 is paid in full.