ADDITIONAL TERMS FOR UOB LADY'S ACCOUNT

1. ADDITIONAL TERMS

- 1.1 The terms and conditions set out herein (including the material terms and conditions governing the Lady's Account Insurance Coverage set out in Appendix 1 hereto) ("Additional Terms") supplement and are additional to the terms and conditions Set out in the Terms and Conditions Governing Accounts and Services (the "Terms and Conditions"). The Additional Terms shall be read together with the Terms and Conditions and shall be considered an integral part of the Terms and Conditions.
- 1.2. Unless the context otherwise requires or the Additional Terms expressly provide otherwise, all words and expressions as defined in the Terms and Conditions shall have the same meanings when used or referred to herein and expressions shall have the meanings ascribed to them respectively when used herein and in the Terms and Conditions.
- 1.3. In the event of any conflict or inconsistency between any of the Additional Terms with any of the Terms and Conditions as supplemented by the Additional Terms, these Additional Terms shall prevail and the Terms and Conditions as supplemented by these Additional Terms, shall be deemed to have been amended to the extent necessary to give effect to the Additional Terms.

2. DEFINITIONS

For the purposes of these Additional Terms herein:

"Account Holder" shall mean an Applicant who has successfully applied to the Bank to be the holder of a Lady's Account;

"Applicant" shall mean an individual female applicant aged 21 years and above (but not more than 55 years of age), being a Singapore citizen, a Singapore permanent resident, a citizen of Malaysia or Brunei Darussalam or a citizen or resident of such other jurisdiction as the Bank may approve;

"Average Daily Balance" shall mean the average daily balance of funds in the Lady's Account as calculated by aggregating the daily balance over a calendar month and dividing the aggregated total by the number of days in that month;

"Claim Month" with regard to an Account Holder in respect of which a claim under the Policy is submitted, shall mean the month in which the Account Holder dies, is totally and permanently disabled or is otherwise entitled to make a claim under the Policy (in accordance with the Insurance Coverage T&C's);

"Coverage Period" in respect of Basic Cover or FCI Cover (as the case may be) shall mean the period commencing from the ppening of the Lady's Account and ending on the relevant date of termination of such Cover as prescribed in the Insurance Coverage T&C's;

"Insurance Coverage T&C's" shall have the meaning set out in Clause 5.4 hereof;

"Insurer" shall mean UOB Life Assurance Limited or such other insurer as determined by the Bank from time to time in its sole and absolute discretion;

"Lady's Account" shall mean an Account on terms set out in these Additional Terms;

"MOU" shall have the meaning given to it in Clause 5.4 hereof

"Policy" shall have the meaning given to it in Clause 5.1 hereof; and

"Cualifying Balance" shall mean the average daily balance of funds in the Lady's Accound fung the Qualifying Claim Period as calculated by aggregating the Average Daily Balance for each month of the Qualifying Claim Period and dividing the aggregated total by the number of months in that Period;

"Qualifying Claim Period" shall mean the 6-month period immediately prior to the Claim Month (including the Claim Month itself), provided that if the Lady's Account has been opened for a period of less than 6 months, "Qualifying Claim Period" shall refer to that shorter period (including the Claim Month itself); and

"Statement of Account" shall mean statements of account or confirmation advices sent by the Bank to the Account Holder in connection with the Lady's Account.

NATURE OF ACCOUNT

- The Lady's Account shall be held solely by an Account Holder and shall not be a joint account.
- The Lady's Account is intended, and shall be, for the sole benefit of the Account Holder.
- OPENING AND OPERATION OF ACCOUNTS
- 1.1. The Bank may permit, from time to time and in its sole and absolute discretion, a Lady's Account to be opened in favour of an Account Holder or converted from an ordinary account held solely by a customer of the Bank.
- The Bank may further permit a Lady's Account held by the Account Holder to be converted to an ordinary single account with the Bank, or such other account(s) as it may permit in its sole and absolute discretion.

- 4.3. An initial deposit of SS20,000 (or such other sum as determined by the Bank), shall be trunished by the Account Holder on opening the Lady's Account and a minimum Average Daily Balance of S\$10,000 (or such other sum as determined by the Bank) shall be maintained by the Account Holder in the Lady's Account, failing which the Bank shall be entitled to charge a minimum balance fee of S\$7.50 per month (or such amount as the Bank may from time to time determine) in respect of the maintenance of the Lady's Account along with a service charge of S\$5.500 per month (or such other amount as the Bank may from time to time determine).
- 4.4. Without prejudice to Clause 4.3, the Bank further reserves the right to close the Lady's Account and to return the outstanding balance of funds to the Account Holder at any time in its sole and absolute discretion if the Average Daily Balance of the Lady's Account fails below \$\$10,000 (or such amount as the Bank may from time to time determine).
- 4.5. For the avoidance of doubt, Clause 13 of the Terms and Conditions shall apply in respect of the Lady's Account, and the Bank or the Insurer may also send (other than the Statements of Account) other reports to the Account Holder in connection with the Lady's Account or the insurance coverage in respect thereof, from time to time.
- 4.6. The Bank shall pay interest calculated on a daily basis on the balance of funds in the Lady's Account and credit the same into the account on a monthly basis at the following rates:
 - (a) balance of funds in the Lady's Account up to \$\$3,000: 0.1500% p.a.;
 - (b) balance of funds in the Lady's Account exceeding \$\$3,000 but not more than \$\$50,000:
 - (i) 0.1500% p.a. for the first S\$3,000; and
 - (ii) 0.3250% p.a. for the remaining funds:
 - (c) balance of funds in the Lady's Account exceeding S\$50,000 but not more than S\$100,000:
 - 0.1500% p.a. for the first S\$3,000;
 - (ii) 0.3250% p.a. for the next S\$47,000; and
 - (iii) 0.3800% p.a. for the remaining funds; and
 - (d) balance of funds in the Lady's Account exceeding S\$100,000:
 - 0.1500% p.a. for the first S\$3,000
 - ii) 0.3250% p.a. for the next S\$47,000;

(iii) 0.3800% p.a. for the next S\$50,000; and

(iv) 0.5000% p.a. for the remaining funds,

or such other rates of interest as may be determined by the Bank from time to time in its sole and absolute discretion and notified to the Account Holder.

5. INSURANCE POLICY

- 5.1. Subject to the other provisions of this Clause 5, the Bank will procure a life insurance policy in respect of death, total permanent disabilities and terminal illness ("D/TPD/IT") cover and (where appropriate) FCI Cover (as defined in the Insurance Coverage T&CS) (the "Policy") to be taken out with the Insurer in favour of the Account Holder as the life insured and beneficiary under the Policy.
- 5.2. The Bank shall not be obliged to procure, and the Insurer shall not be obliged to grant:
 - (a) more than one Policy in favour of the Account Holder where the Account Holder holds two or more Lady's Accounts; or
- 5.3. The Policy shall be for the Coverage Period only
- 4. The insurance coverage under the Policy shall be governed by, and subject to, the terms and conditions in respect thereof as set out Memorandum of Understanding between the Bank and the Insurer dated May 2005 (the "MOU"), such MOU being the master policy held by the Bank as the master policy holder under which the Policy is made available to the Account Holder. The material terms and conditions governing such insurance coverage, as extracted from the MOU, are set out hereto as Appendix 1 to these Additional Terms (the "Insurance Coverage TaCS); as between the terms of the Insurance Coverage TaCS); as between the Account Holder and the Bank, the Bank shall be entitled to give prevalence to the terms of the MOU a gainst the gand conditions of the MOU against the Bank or the Insurer and nothing in these Additional Terms shall be construed or interpreted as conferring such aright to the Account Holder.
- 5.5. The insurance coverage under the Policy shall be determined based on the Qualifying Balance in the Lady's Account for the Qualifying Claim Period as set out in the Insurance. Coverage T&C's save that the Policy shall not cover claims which are made in respect of Lady's Accounts for which the Qualifying Balance for the Qualifying Claim Period is less than SS20.000.00 (or such limit as the Bank may from time to time impose).

- 5.6. The Account Holder shall not, without the prior written approval of the Bank, in any way assign, transfer or charge to any third party whether by security or otherwise (including by declaration of trust) his rights and obligations under the Policy.
- 5.7. Any revision to the benefits payable under the Policy shall be notified to the Account Holder in the Statement of Account.
- 5.8. The Account Holder agrees that the Bank shall have the full and absolute discretion to terminate the Policy or to otherwise determine or vary the terms of the Policy at any time and from time to time. Any termination of the Policy shall be notified to the Account Holder.
- 5.9. The Bank may, at any time but subject to the Insurance Coverage T&C's, convert the Account Holder's Lady's Account to such other deposit or other account as the Bank may deem appropriate in its sole and absolute discretion.
- 5.10. Without prejudice to generality of Clause 16 of the Terms and Conditions, the Account Holder heely consents to the disclosure by the Bank of all and any of the Account Holder's information (including but not limited to information relating to ther Latry's Account and the balance of funds therein) which the Insurer may require from the Bank for the purposes of, in connection with, or in relation to, the Policy and the Account Holder hereby waives any confidentiality or screey obligations owing in respect thereof by the Bank to the Account Holder, whether ansing by law or by prior agreement (express or implied), between the Bank and the Account Holder.
- 5.11. The Bank makes no representations or warranties whatsoever in respect of the Insurer or the Policy.

PAYMENTS INTO COURT

Notwithstanding any of the provisions in these Additional Terms, the Bank shall be entitled to pay any amount standing to the credit of a Lady's Account in any other manner it deems appropriate, including making payment(s) into a Court of competent jurisdiction.

7. DISCHARGE OF BANK

Any payment made by the Bank under Clauses 4, 5 or 6 shall constitute complete discharge of the Bank's obligations binding on the Account Holder and in the event of her death, on her personal representative(s).

STANDING INSTRUCTIONS AND OTHER SERVICE

The Bank shall have the absolute discretion to determine the type of Services, including standing orders and ATM cards, that will be made available to Account Holders in connection with the Lady's Account, and impose such restrictions and charges from time to time as it deems fit in its sole and absolute discretion. Without prejudice to the generality of the foregoing, the Bank may offer the following Services (subject to the prevailing terms and conditions prescribed by the Bank in respect thereof) to Account Holders in connection with the Lady's Account -

(a) Chequeing facilities (UOB Lady's Account Cheque Book)

(b) ATM Cards;

- (c) Debit Cards (UOB Lady's Account Card);
- (d) Internet / Phone Banking facilities;
- (e) GIRO / IBG Collection & Payment facilities; and

(f) Cash Deposit facilities.

ADMINISTRATIVE CHARGES

An administrative charge of \$\$30 or such other amount as may be prescribed by the Bank from time to time will be payable to the Bank and shall be deducted from the Lady's Account if it is closed within a period of 6 months of account opening or such other period as determined from time to time by the Bank.

GOVERNING LAW

It is declared that these terms shall be governed by and construed in accordance with Singapore law which law shall be the proper law of the Lady's Account.

APPENDIX 1

MATERIAL TERMS & CONDITIONS GOVERNING THE UOB LADY'S ACCOUNT INSURANCE COVERAGE

- AGREEMENT AND DEFINITIONS
- The Account Holder is responsible for the completeness and accuracy of information in any document provided by the Account Holder to the Bank and/or the Insurer and for compliance with the conditions of this Policy.
- 2 The Account Holder may not be entitled to receive any benefits under this Policy if any information the Account Holder gives to the Bank and/or the Insurer is incomplete or inaccurate or if the Account Holder does not comply with the conditions of

this Policy.

- 1.3 This Policy is governed by and interpreted according to the laws of the Republic of Singapore and all benefits are payable in Singapore dollars.
- .4 In this Policy, except where the context otherwise requires:-
 - (a) the singular shall include the plural and the plural the singular;
 - b) words importing the masculine gender shall include the feminine gender;
 - (c) undefined capitalised terms bear the meanings given in the Additional Terms for the Lady's Account to which this Appendix 1 is attached;
- (d) "Basic Cover" shall mean coverage of the Account Holder under the Policy in respect of Death, Total Permanent Disability or Terminal Illness;
- (e) "Entry Age" shall mean, in relation to Basic Cover, 21 to 55 years of age (both inclusive), and in relation to FCI Cover, 21 to 55 years of age (both inclusive), based on the last birthday of the Account Holder attained prior to the offer of coverage under the Policy;
- f) "Expiry Age" shall mean, in relation to Basic Cover, 65 years of age and in relation to FCI Cover, 60 years of age;
- (g) "FCI Cover" shall mean coverage of the Account Holder under the Policy in respect of Female Cancer/Illnesses;
- (h) "Female Cancer/Illnesses" or "FCI" means Female Cancer, SLE, Severe Rheumatoid Arthritis and Osteoporosis leading to Vertebrae or Hip Fracture;
- (i) "Female Cancer" shall mean a disease manifesting in the breast, cervix, uterus, fallopian tubes, vagina/vulva and ovary by the presence of one or more turmors classified histologically as malignant and characterized by the uncontrolled growth and spread of malignant cells and with invasion of normal tissue, but specifically excluding:
 - (i) any cervical intraepithelial neoplasia (CIN) stage:
 - (ii) all tumors, which are histologically described as premalignant or showing early malignant change;
 - (iii) any non-invasive cancer (carcinoma in situ); and
 - (iv) malignant tumour in the presence of any humar immunodeficiency virus (HIV);
- (j) "Osteoporosis leading to Vertebrae or Hip Fracture" shall

mean a disease characterized by low bone mass and structural deterioration of bone tissue, leading to bone fragility and an increased susceptibility to fractures and provided that the disease must have resulted in the fracture of at least two vertebrae or in the fracture of the hip, with a definite diagnosis confirmed by a specialist's report plus clear radiological findings (e.g. by radiography, CT scan, bone scintigraphy) and for which bone density measurements alone shall not be definite diagnosis:

- (k) "Severe Rheumatoid Arthritis" shall mean rheumatoid arthritis where: -
 - at least three groups of the following joints are involved and deformed: finger joints, wrist joints, elbow joints, knee joints, hip joints, ankle joints, spine;
 - (ii) X-ray reveals typical rheumatoid change; ar
 - (iii) the joint deformity change persists for more than 6 months;
- I) "SLE" shall mean systemic lupus erythematosus (as confirmed by confirmed by the registered rheumatologist), being an autoimmune illness in which tissues and cells are damaged by deposition of pathologic autoantibodies and immune complexes and the renal function of the Account Holder is impacted thereby (and classified as Type III to Type V lupus enphitis according to the classification of results of renal biopsy by the World Health Organisation ("WHO")), but excluding other types of lupus, such as the discould ulpus erythematosus or those that only affect the blood and joints. In this regard, the WHO's classification of lupus nebritis as follows:
- Type I: minimal pathologic change negative urine test normal urine,
- (ii) Type II: mesangial mild proteinuria, incidental active deposits,
- (iii) Type III: focal proteinuria, active deposits
- iv) Type IV: diffuse acute nephritis with active deposits and/ or nephrotic syndrome,
- (v) Type V: diffuse glomerular basement membrane thickening – nephrotic syndrome or severe proteinuria;
- (m) "Survival Period" shall mean the period of 30 days after the date of diagnosis of any of Female Cancer/Illnesses during which the Insurer is not yet liable to make any payment under the Policy.

- (n) "TT" or "Terminal liness" shall mean the conclusive diagnosis of an illness (as supported by a specialist and confirmed by the Insurer's appointed doctor) that is expected to result in death of the Account Holder within a period of twelve months commencing from such conclusive diagnosis, excluding terminal illnesses in the presence of human immunodeficiency virus (HU) infection;
- (e) "TPD" or "Total Permanent Disability" shall mean disablement to such an extent that (in the opinion of the Insurer whose decision shall be final) there is no prospect that at any future time the Account Holder will be able to engage in any occupation or perform any work for remuneration or profit. For the purposes of this Policy, the following shall constitute TPD:
- (i) total and permanent loss of sight in both eyes;
- (ii) loss of two limbs by physical severance at or above the wrist or ankle; or
- (iii) total and permanent loss of sight in one eye and loss of one limb by physical severance at or above the wrist or ankle; and
- (p) "Waiting Period" shall mean (a) in relation to TI, the 365-day period following the commencement of coverage under Basic Cover; and (b) in relation to FCI, the 180-day period following the commencement of coverage under FCI Cover.

2 GENERAL

- 2.1 Under the Policy, the Insurer shall offer for the Coverage Period to the Account Holder:
 - (a) Basic Cover if the Account Holder is of the eligible Entry Age for Basic Cover; and
 - (b) FCI Cover (in addition to Basic Cover) if the Account Holder is also of the eligible Entry Age for FCI Cover,

provided always that such coverage shall be conditional on the Qualifying Balance for the Qualifying Claim Period being not less than \$\$20,000 (or such other limit as the Bank may determine from time to time in its sole and absolute discretion).

2.2 The quantum of benefits payable by the insurer for each of the Basic Cover and FCI Cover shall be as follows (provided that such benefits may be varied from time to time by the mutual agreement of the Insurer and the Bank):

QUALIFYING BALANCE IN QUALIFYING CLAIM PERIOD	BASIC COVER FCI COVER	BASIC COVER BENEFITS FOR
Less than S\$20,000	Nil	Nil
S\$20,000 up to S\$50,000 (both inclusive)	S\$5,000	20% of Qualifying Balance (up to a maximum of S\$10,000)
More than S\$50,000 but not more than S\$100,000	S\$10,000	40% of Qualifying Balance (up to a maximum of S\$40,000)
More than S\$100,000	S\$20,000	80% of Qualifying Balance (up to a maximum of \$100,000)

- DEATH, TOTAL PERMANENT DISABILITY AND TERMINAL ILLNESS BENEFITS
- Under the Basic Cover provided under the Policy, the Insurer shall pay the Account Holder the benefits stipulated in Clause 2.2 for Basic Cover:-
 - (a) in the event of the death of an Account Holder
- (b) in the event of TPD suffered by an Account Holder; or
- (c) as a pre-payment in one lump sum of death benefit, in the event of TI suffered by the Account Holder,

provided however that the Insurer's obligation to pay on the preceding events shall at all times be subject to the exclusions provided under Clause 5 of this Appendix 1.

- 1.2 The Basic Cover provided under this Clause 3 shall continue until such time as stated herein, even if a claim is made under FCI Cover (if any) and the Insurer becomes liable thereon to pay the Account Holder under the FCI Cover.
- 3 The Insurer shall not have any obligation to make any payment on a claim in respect of TDP suffered by the Account Holder unless the TPD continues for a continuous period of at least six months.
- FEMALE CANCERS / CRITICAL ILLNESSES COVER
- Under the FCI Cover provided under the Policy, the Insurer shall pay the Account Holder the benefits stipulated in Clause 2.2 for FCI Cover in the event of the Account Holder suffering from any FCI provided however that the Insurer's obligation to pay on the preceding events shall at all times be subject to the exclusions provided under Clause 5 hereof. The FCI Cover shall terminate upon such payment by the Insurer.

4.2 If the Account Holder dies after the Survival Period for FCI, a claim (in addition to a claim under the FCI Cover) may be made upon the death of the Account Holder under the Basic Cover to the extent that the Basic Cover is still continuing. Notwithstanding anything in these Additional Terms, no claim shall be made under the FCI Cover, and the Insurer shall have no liability to pay the Account Holder under the FCI Cover, if the death of the Account Holder cours within the Survival Period for FCI.

5 EXCLUSIONS ON BASIC COVER AND FCI COVER

- 5.1 No benefits will be payable by the Insurer under Basic Cover or FCI Cover directly or indirectly in connection with:-
 - (a) an injury, illness or medical condition in respect of which the Account Holder has prior knowledge of before the commencement of coverage under the Policy, or which existed or have developed symptoms or three exists manifestation of illnesses prior to the commencement of the coverage under the Policy for which the Account Holder is aware or should reasonably have been aware, based on normal medically accepted pathological development of the illness or linesses;
 - (b) from self-inflicted injury, suicide or attempted suicide, whether sane or insane;
 - (c) under the influence of any alcohol or drugs;
 - (d) entering, operating or servicing, ascending or descending, from or with any aerial device or conveyance except while the Account Holder is in an aircraft operated by a commercial passenger airline on a regular scheduled passenger trip over its established passenger route;
 - (e) by war (declared or undeclared), wartime service in the armed forces, invasion, act of foreign enemy, hostilities, civil war rebellion, revolution, insurrection, military or usurped power riot or civil commotion;
 - (f) by or arising from any act of terrorism and any action taker in controling, preventing, suppressing or any way relating to these activities, provided that in the event the Insurer alleges that by reason of this exclusion, any loos, damage, cost of expense is not covered by the policy, the Account Holder shal have the burder of proving that this exclusion does not apply and if any part of this exclusion is later found to be invalid or unenforceable in a court of law or otherwise, the rest of the other portions shall remain in effect;
 - (g) from any criminal violation of the law;

- (h) from any illness or disease as a result of or in any way associated with: -
 - (i) Acquired Immune Deficiency Syndrome ("AIDS") or any syndrome or condition of a similar kind however it may be named which is diagnosed by a licensed medical practitioner, doctor or surgeon;
 - (ii) the presence of the AIDS virus as revealed by a positive AIDS antibody or AIDS virus test; or
 - (iii) any illness or disease arising from or suffered as a result of the above;
- any TI occurring, arising or discovered within the Waiting Period for TI; or
- any FCI, the signs and symptoms of which have occurred within the Waiting Period for FCI.

CLAIMS

- 1.1 In making a claim in respect of any coverage under this Policy, the Account Holder shall give written notice within thirty days of the date of occurrence of any event which gives rise to liability of the Insurer to a claim under the Policy. The Insurer shall on receipt of such notice furnish the Account Holder (and her personal representatives) and the Bank with such forms as are usually required for filing profits of claims. The proofs of claim shall be submitted to the Insurer within thirty days and any and all expenses related to such proof as required by the Insurer shall be borne solely by the Account Holder fails to give the shall outcome of the claim. If the Account Holder fails to give the said thirty day period, the Insurer shall be entitled (without any liability to the Account Holder of claim within the said thirty day period, the Insurer shall be entitled (without any liability to the Account Holder for decline the payment of any benefits under the Policy in respect of such chaim.
- 6.2 A claim under FCI Cover must be diagnosed in Singapore by a Singapore registered medical specialist and must be supported by acceptable clinical, radiological, histological and laboratory evidence at the expense of the Account Holder.
- 6.3 All claim documentation should be submitted by the Account Holder directly to the Insurer.
- 6.4 Should the Lady's Account be closed at the time of payment by the Insurer of claim benefits, the Insurer shall pay the claim benefits to such persons entitled to the balances under the Lady's Account and the Bank shall advise the Insurer on the relevant persons entitled to the balances accordingly.



SPI		PERCENTAGE OF T PRINCIPAL SUM IN
(a)	Loss of Life	100%
	Loss of two or more limbs or both eyes or one of each	100%
	Loss of limb or eye	50%
(d)	Loss of thumb and index finger of the same hand	25%

8. NOTICE OF CLAIM

8.1 Written notice of claim must be given to the Company at #09-01 FEB Building 156 Cecil Street Singapore 069544, within thirty days after the occurrence or commencement of any loss covered by this Policy, or as soon thereafter as is reasonably possible. Written notice given by or on behalf of the Insured Person to the Company or to any authorised Agent or Broker of the Company, with information sufficient to identify the Insured Person shall be deemed notice to the Company. All evidence, proof, information, certificates, reports and any other documents required by the Company shall be furnished at the expense of the claimant and shall be in such form and of such acture as the Company may prescribe.

9. PAYMENT OF CLAIM

9.1 Payment of loss covered by this Policy shall be made by the Company only after adequate proof of loss to substantiate the claim has been received by the Company and when the amount of benefit has been ascertained and agreed. Any payment for accident loss of life becoming due shall be payable to the estate of the Insured Person. All other losses shall be payable to the Insured Person.

UNITED OVERSEAS BANK LIMITED DEBIT CARD AGREEMENT

- 1. DEFINITIONS
- 1.1 In this Agreement, unless the context otherwise requires

"Account" means each and any of the Cardmember's accounts with the Bank which he has designated for the settlement of Card Transactions;

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

"Application" means the Bank's prescribed application form for a Card to be issued upon 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 Visa Global ATM network or the PLUS SYSTEM ATM network;

"ATM Card" means a card issued to current and savings account holders of the Bank for use at an ATM and/or to effect a NETS Transaction;

"ATM Card Transaction" means a transaction effected by the use of an ATM Card or the Card in accordance with Clause 6;

"Bank" means United Overseas Bank Group

"Card" means a UOB Visa Electron card or a UOB Visa Debit card or any other Debit card issued by the Bank pursuant to this Agreement and a replacement or renewal thereof;

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

"Card Limit" means the lower of the Debit Limit or the amount in the Account available for the Cardmember's use;

Card Transaction" means any payment made or any amount harged for any goods, services and/or other benefits by, through or rom the use of the Card or the Card number appearing on the Card Iself or the PIN or in any other manner, including but not limited to lonline, offline or mail, telephone or facsimile orders or reservations as may be determined and communicated by the Banki, regardless of whether a sales draft or other voucher or form is signed by the Cardmember and whether authorisation has been sought from or given by the Bank and whether with or without the Cardmember's nowledge or authority;

"Daily Limit" means the maximum permissible limit prescribed by the Bank in respect of Total Transactions effected in a day;

"Debit Limit" means the Daily Limit, the POS Monthly Limit and any other maximum permissible limits prescribed by the Bank in connection with the use of the Card, and whether with reference to time periods, types of transaction, types of accounts or with eference to any other factors that the Bank may deem fit or a combination of one or more of the aforesaid factors;

"NETS Transaction" means a transaction effected by the use of an ATM Card or the Card to effect electronic funds transfer over the electronic funds transfer system known as NETS at point of sale terminals or at any other card operated machine or device;

"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 goods and/or services of the Participant;

"PIN" means the personal identification number issued to a Cardmember;

"POS Monthly Limit" means the maximum permissible limit prescribed by the Bank for the use of the Card as a Debit card at merchants' points of sale terminals (but excluding the use of the Card to effect a NETS Transaction) in a calendar month;

"POS Record" means a record issued by the Bank reflecting the Cardmember's use of the Card as a Debit card at merchants' points of sale terminals (but excluding the use of the Card to effect a NET Transaction) and the bonus points awarded by the Bank n respect of such use;

"Privilege Scheme" means a system or scheme whereby Cardmembers mayuse their Cards to enjoy rebates and discounts on goods and services offered by the Participants;

"Statement" means a statement of account issued by the Bank reflecting the Total Transactions;

"Total Transactions" means the sum total of the Cardmember's Card Transaction and ATM Card Transaction. For the sole purpose of determining the Total Transactions, the use of the Card as an ATM Card in accordance with Clause 6 shall be deemed to be a 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, n 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 and neuter gender.
- 1.4 Reference to a person includes reference to a sole proprietor, partnership or company.
- 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 the Cardmember requests to collect the Card personally the Bank will send the Card by ordinary post to the Cardmember at the Cardmember's risk.
- The Cardmember must sign the Card immediately after receiving the Card.
- 2.3 By signing on or using the Card, the Cardmember is deemed to have read, understood and accepted each and every term of this Agreement.
- 2.4 The Cardmember, and no one else, may use the Card to effect Card Transactions during the validity period printed on the Card subject to the terms and conditions of this Agreement.
- 2.5 The Card remains the property of the Bank at all times. At the Bank's request which may be made at any time, the Cardmember must immediately return the Card cut in half to the Bank.

- 2.6 The Bank is entitled to charge and debit to the Account an annual fee for the issue and renewal of the Card.
- 2.7 The Cardmember shall, under no circumstances and whether with or without the Cardmember's knowledge, use the Card to effect any Card Transaction which would contravene the laws of any jurisdiction.

3. CARD LIMIT

- 3.1 The Bank may set a Card Limit with respect to the use of the Card and may vary the Card Limit without notice.
- 3.2 Notwithstanding any Card Limit that may be prescribed, the Bank may in its 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 the Cardmember, provided always that the Cardmember must forthwith pay such amount in excess of the Card Limit.
- 3.3 Where the Bank in its absolute discretion, allows any amount in the Account to be overfavored for the advanced of the Cardmember shall pay on demand such amount overfavor with interests, as may be prescribed by the Bank from time to time in its absolute discretion, on the same amount overfavor.
- 3.4 In calculating whether the Card Limit has been exceeded, the Bank 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.
- 3.5 The Cardmember must not use the Card such that the Cardmember exceeds any limits imposed on the Card by the Bank from time to time.

4. HOLD ON ACCOUNT

The Bank 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 limitationa presentation by electronic means) or on the day the Bank receives notice of the Card Transaction, whichever is earlier. If a merchant or establishment requests for an authorisation of a Card Transaction, the Bank 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 to the Card Transaction. The Cardmember may not stop payment on a Card Transaction. For the avoidance of doubt, the amount of the Card Transaction. The Card Transaction shall not be treated as conclusive of the amount of the Card Transaction that would eventually be debited to the Account and in particular, for Card Transactions denominated in a currency other than Singapore dollars, it shall not be deemed that the Bank has converted the Card Transaction amount into Singapore dollars on the day that the amount was placed on hold, it being hereby expressly agreed that the Bank shall be at liberty to convert such amount to Singapore dollars at such time and at such rate of exchange as the Bank may determine in accordance with its usual practice.

- 4.2 The Bank shall have absolute discretion to place such amounts as are referred to in Clause 4.1 on hold for such periods as it deems fit. Upon the expiry of such periods as it determines, the Bank shall 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 the Bank for payment and the Bank shall 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 the Bank for payment, provided always that the Bank shall have the discretion to continue to place such amounts placed on hold were presented for payment, provided always that the Bank shall have the discretion to continue to place such amounts on hold if it is of the opinion that such Card Transactions would be presented for payment within a reasonable time. For the avoidance of doubt, the Bank's hall be that Card Transaction shall not be limited to the amount to the lagne were present and Transaction with that Card Transaction and if the amount of any Card Transaction is accordance with its usual practice. It is hereby further agreed that the Bank shall over the the Max hall be onvinted were placed on hold in connection with the Bank shall acorter the amount to Singapore dollars, the Bank shall acorter the amount to Singapore dollars at such time and such rate of exchange as the Bank may determine in accordance with its usual practice. It is hereby further agreed that the Bank shall have the right to increase at any time the amount that it would hold in respect of any Card Transaction which is denominated in a currency other than Singapore dollars is denominated in a currency other than Singapore dollars at used time and shall not the right to increase at any time the amount that it would hold in respect of any Card Transaction which is denominated in a currency other than Singapore dollars is denominated in a currency other than Singapore dollars is denominated in a curren
- 4.3 The Cardmember shall not use any of the Total Amount on Hold, notwithstanding anyother terms and conditions governing the Account.
- 4.4 The Bank will send a Statement and a POS Record to the Cardmember on a monthly or other periodic basis but the Bank reserves the right not to send any Statement or POS Record for any period during which the Account is inactive. For the avoidance of doub, it is hereby agreed that the Statement shall be evidence of the state of account between the Cardmember and the Bank and the terms and conditions for the operation of the Account shall apply

in respect thereof (including but not limited to the terms governing the Cardmenber's duty to verify the Statement and the conclusive evidence clause (if any) and that the POS Record is meant solely for the Cardmember's information and shall not be treated as a statement of account between the Bank and the Cardmenber.

- 5 The Bank will only credit the Account with refunds made by an merchant or establishment in relation to any Card Transaction afte the Bank receives a properly issued credit voucher.
- 6 The amount of any Card Transaction, if denominated in a currency other than Singapore dollars, will be converted to Singapore dollars at such time and rate of exchange as may be determined by the Bank in accordance with its usual practice, before being debited to or placed on hold in the Account.
- 7 The Cardmember must notify the Bank promptly in writing of
- (a) any intention to reside outside Singapore for more than six months;
- (b) any change of address of the Cardmember; and
- (c) any other change in the Cardmember's particulars or any other information as may be requested by the Bank from time to time.

BANK'S DISCRETION

- The Bank is entitled, at any time in its absolute disoretion and without giving prior notice or reason, to refuse to approve any proposed Card Transaction notwithstanding that the Card Limit would not be exceeded, if the amount of such Card Transaction was debited thereto.
- 2 The Bank is entitled, in its absolute discretion without prior notice and without giving any reason, to:
- (a) suspend the Cardmember's right to use the Card entirely or in respect of specific facilities; and/or
- (b) refuse to re-issue, renew or replace the Card, without, in any case, affecting the obligations of the Cardmember 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.
- 3 Without prejudice to other provisions of this Agreement, the Ban reserves the right, at any time, in its absolute discretion and withou 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 Carc and/or this Agreement.

6. PIN AND USE AT ATMS AND TO EFFECT NETS TRANSACTIONS

- .1 If a PIN is issued to the Cardmember to allow the Cardmember to use the Card at any ATM or to effect a NETS Transaction, the following additional terms apply:
 - (a) the PIN may be collected by the Cardmember or sent b ordinary post to the Cardmember at the Cardmember's sol risk;
 - (b) the Cardmember must not disclose the PIN and must take a care to prevent the PIN from becoming known, to any othe person;
 - (c) the Cardmember is liable for all transactions effected by the use of the Card at an ATM or to effect a NETS Transaction whether with or without the Cardmember's knowledge o authority;
 - d) without prejudice to the generality of Clause 14.5, where the Card or the PIN issued to the Cardmember 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, electronic funds transfer over the payment system known as NETS at points of sale terminals 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 effectedor obtained:
 - (e) the amount of any ATM Card Transaction, if denominated i a currency other than Singapore dollars, will be converte to Singapore dollars at such time and rate of exchang determined by the Bank in accordance with its usual practice before being debited to the Account; and
 - (f) the Bank is entitled, in its 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 the Cardmember.

7. JOINT ACCOUNT

- 7.1 Where the Account is in joint names, the Bank may issue the Card to anyone who can operate the Account alone.
- 7.2 The Bank 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 9.

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

LOSS OR THEFT OF CARD / DISCLOSURE OF PIN

- 3.1 The Cardmember must safeguard the Card and must ensure the PIN is not disclosed to any person.
- 8.2 If the Card is lost, stolen or not received or if the PIN is disclosed, the Cardmember must:
- (a) immediately notify and give the Bank written notice thereof; and

(b) assist in the recovery thereof; and

- (c) furnish to the Bank at its request, a statutory declaration in such form as the Bank may request, a police report and any other information as the Bank and/or the police may require.
- 8.3 The Cardmember is liable for all Card Transactions including those made from the unauthorised use of the Card provided that if Clauses 8.1 and 8.2 are duly compiled with, the Cardmember's liability for unauthorised Card Transactions effected after the Bank's receipt of written confirmation of such loss, theft or non-receipt or disclosure will be limited to \$\$100.00 in respect of each Card.
- 8.4 If the lost or stolen Card is recovered, the Cardmember must immediately return the Card to the Bank cut in half without using it.
- 8.5 The Bank may, in its absolute discretion, issue a replacement Card or a new PIN upon such terms and conditions as the Bank may deem fit, and the Bank reserves the right to charge a handling fee.

9. TERMINATION

- 9.1 The Cardmember may terminate the use of his Card by giving the Bank written notice of termination and returning to the Bank the Card cut in half, whereupon the use of the Card will be terminated.
- 9.2 The Bank may at any time in its absolute discretion without notice and without giving any reason terminate the use of the Card. Without prejudice to the generality of the foregoing, the Bank may terminate the use of the Card, upon the occurrence of any one or more of the following events:
 - (a) the bankruptcy, insolvency, death or incapacity of the Cardmember; and/or
 - (b) any breach by the Cardmember of this Agreement; and/or
 - (c) any change in the financial condition of the Cardmember.

- 9.3 If the use of the Card is terminated by the Bank for any reason, the Cardmember must forthwith return the Card to the Bank cut in half.
- 9.4 There will be no refund of any annual or other fees payable upon the termination of the Account for any reason.
- 9.5 The Cardmember's 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.

10. EXCLUSION OF LIABILITY

- 10.1 (a) The Bank is not responsible for goods or services supplied by any merchant, establishment, the Participant or Participating Outlet or the quality or performance of any goods and services pursuant to or in relation to any Card Transaction. Cardmembers are to seek redress directly from such merchant, establishment, the Participant or Participating Outlet in respect of such goods or services.
 - (b) The liability of the Cardmember owing to the Bank is not affected by any dispute or counterclaim or right of set-off which the Cardmember may have against such merchant, establishment, the Participant or Participating Outlet. In particular, the Bank shall be entitled to debit the Account in respect of any Card Transaction notwithstanding the nondelivery or non-performance of or any defect in any goods or services obtained pursuant to that Card Transaction.
- 10.2 The Bank is not liable in any way if any merchant, establishment, the Participant or Participating Outlet refuses to accept or honour the Card for any reason.
- 10.3 The Bank is not liable if it is unable to perform its obligations under this Agreement due, directly or indirectly, to the failure of any machine, system of authorisation, data processing or communication system or transmission link or any industrial dispute, war, Act of God or anything outside the control of the Bank, its servants or agents.
- 10.4 The Bank is not liable in any way for any injury to the credit, character and reputation of the Cardmember in and about any repossession of the Card or any request for its return.
- 10.5 The Bank is not liable in any way to the Cardmember for any inconvenence, loss, damage or embarrassment of any nature due to or arising from 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.
- 10.6 The Bank is not liable in any way to the Cardmember for any inconvenience, loss, damage or embarrassment of any nature

due to or arising from any failure in the performance or function or breakdown or disruption of any of the Bank's computers (whether hardware or software), machinery, equipment, products and/or systems (whether electronic, telecommunicative or otherwise) maintained by, used for by the Bank or in connection with the Bank's business or otherwise whatsoever, including but not limited to the failure or insibility 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.

- 0.7 Without prejudice to the generality of the provisions of this Clause 10, the Bank is not liable in any way to the Cardmember 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.
- 0.8 Without prejudice to the generality of the provisions of this Clause 10, the Bank is not liable in any way to the Cardmember for any inconvenience, loss, damage or embarrassment of any nature due to or arising from:
- (a) any delay in the release of any amount placed on hold on the Account;
- (b) any failure by the Bank to honour cheques drawn or follow payment instructions (including but not limited to GIRO or other standing payment instructions) given by the Cardmember 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;
- (c) any hold placed on the Account upon receipt of a request for authorisation of a Card Transaction or notice of a Card Transaction or a request for payment was presented to the Bank (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 was not carried out or was rescinded.
- 10.9 A Cardmember may not assign his rights under this Agreement.
- . VARIATION OF THIS AGREEMENT
- 1.1 The Bank may vary the terms of this Agreement at any time in such manner as the Bank may select and such changes may be notified to the Cardmember by the Bank either in writing or by publication thereof or by any other means or manner as the Bank may select and such changes so notified will be binding on the Cardmember, effective from the date specified by the Bank.

- 11.2 If the Cardmember does not accept any such changes, the Cardmember may, within 7 days after the Bank has given such notice, terminate the use of the Card in accordance with Clause 9.
- 11.3 If the Cardmember retains or uses the Card after the Bank has given notice of any changes in this Agreement, the Cardmember is deemed to have accepted and agreed to such changes without reservation.

12. CONSENT TO DISCLOSURE OF INFORMATION

- 2.1 The Cardmember agrees that the Bank is entitled, in its absolute discretion, at any time and without notice or liability, to disclose to:
 - (a) any Participant or merchant or establishment which accepts the Card; and
 - (b) any member of Visa International Service Association; and
 - (c) any of the Bank's branches (wheresoever situate), its agents, servants, correspondents, independent contractors and/or associates; and
 - (d) any bank or financial institution; and
 - any party involved in facilitating, effecting or processing the Card Transactions; and
 - (f) any other person the Bank considers it in its 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 or any Card Transaction and any other information in relation to the Cardmember or the use of the Card where such disclosure is required by law or where the Bank deems appropriate, necessary or desirable in connection with its 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 the Bank considers it in its interest to make such disclosure.

12.2 The Cardmember agrees that the signing of the Application by the Cardmember shall constitute the written permission of that Cardmember for any such disclosure for the purposes of Section 47/4)(a) of the Banking Act (Chapter 19) or for any other disclosure imposed by law.

13. PRIVILEGE SCHEM

13.1 Where a Card is issued to a Cardmember pursuant to a Privilege Scheme, this Clause 13, in addition and without prejudice to the other terms and conditions of this Agreement, applies.

- 13.2 (a) Subject to this Clause 13, the Privilege Scheme will be made available to the Cardmember throughout the validity of the Card including any renewal thereof from time to time.
 - (b) Upon the expiration of the Card or earlier termination or cancellation thereof, the Privilege Scheme and all benefits and privileges conferred under the Privilege Scheme will no longer be available to the Cardmember.
- 13.3 The Cardmember may utilise the Card for the payment of goods and/ or services for his personal consumption at any of the Participating Outlets upon the following conditions:
 - (a) by the Cardmember informing the Participating Outlet of his intention to use the Card for the payment of goods and/or services in advance, and in any event, not later than the time of the purchase or the placing of the order for the same, whichever is the earlier, and
 - (b) by the Cardmember personally presenting the Card for the payment of such goods and/or services; and
 - (c) by the Cardmember signing the payment vouchers, involces or such other documents as may be requested or required by the Participating Outlet in respect of the goods and/or services so purchased or ordered by the Cardmember, and
 - (d) the Card being valid on its face and bearing the signature of the Cardmember; and
 - (e) there being no mutilation, destruction, damage or reported loss or theft in respect of such Card; and
 - (f) in the event of any reservation made by the Cardmember at any of the Participating Outlet, by quoting the Card number and the Cardmember's name at the time of making such reservation.
- 13.4 The Participant and/or the Bank reserve the right at any time and from time to time at their absolute discretion, without prior notice and without giving any reason:
- (a) to amend, modify, revise or vary the Privilege Scheme; and/ or
- (b) to restrict or increase benefits and privileges conferred under the Privilege Scheme; and/or
- (c) to vary, amend, delete, add to or substitute any of the terms and conditions relating to the use of the Card in connection with the Privilege Scheme; and/or
- (d) to suspend, cancel or withdraw any and/or all benefits and privileges conferred by the use of the Card under the Privilege Scheme; and/or

- (e) to restrict, suspend or terminate the participation of any Participating Outlet under the Privilege Scheme.
- 13.5 The Cardmember hereby acknowledges that any Participating Outlet may at any time and from time to time without prior notice restrict, exclude, modify or suspend the benefits and/or privileges accorded to Cardmembers under the Privilege Scheme at that particular Participating Outlet.

14. GENERAL

- 14.1 The Bank shall be entitled (but not obliged), at its sole discretion, to rely and act on any communication, requests or instructions which the Bank in its sole opinion believes emanate from the Cardmember (whether orally or in writing and whetherin person or over the telephone or by facsimile or other means of telecommunication and whether genuine or with or without the Cardmember's consent or authority),and any action taken by the Bank pursuant thereto shall bind the Cardmember andthe Bank shall not be liable to the Cardmember for any loss or damage incurred or suffered by it as a result of such action. The Bank shall not be under any duty to verify the identity of any person communicating purportedly as or on behaf ofthe Cardmember.
- 14.2 The Cardmember must indemnify and keep the Bank 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 the Bank, 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 regardless of whether or not authorisation has been sought and/or given; and/or
 - (b) breach of any provision of this Agreement on the part of the Cardmember; and/or
 - (c) the enforcement or protection of the Bank's rights and remedies against theCardmember 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 settlement of any other liability hereunder. In this respect, the Bank may in its discretion allow the Account to be overdrawn and charge such payment or settlement to the Account together with any interest thereof as the Bank 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.

- 13 The Bank may in its absolute discretion at any time and without prior demand or notice combine or consolidate any and all account(s) maintained by the Cardmember with the Bank 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 the Bank from that Cardmember on any other account including the Account designated hereunder or under this Agreement and the Bank shall be entitled to exercise this right notwithstanding that the balance due to the Bank on any account is not overdue and/or the use of the Card or the Account has not been closed or terminated.
- 1.4 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.
- (4.5 This Agreement covers the use of the Card issued by the Bank, which is additional to those governing the operation of the Account and any other agreements that the Cardmember has with the Bank. In the event of inconsistency, this Agreement shall prevail with respect to the use of the Card.
- 4.6 The remedies under this Agreement are cumulative and are not exclusive of the remedies provided by law.
- 4.7 No forbearance or failure or delay by the Bank in exercising any right, power or remedy is to be deemed to be a waiver or partial waiver thereof on the part of the Bank; and no waiver by the Bank of any breach of this Agreement on the part of the Cardmember is to be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 8 All Statements, notices, requests, instructions, demands and other 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 the Bank to the Cardinember's 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), facsimile number, electronic mail address or other contact number or address as may be provided or disclosed to the Bank or its solicitors and/ or published in such manner as the Bank may select. All such communication is deemed to have been effectively served on and received by the Cardinember on:
- (a) the date of delivery if delivered by hand; and

- (b) on the date of transmission if by facsimile transmission, electronic mail or through the Internet or any other electronic medium chosen by the Bank; and
- (c) on the day immediately after the date of posting if sent by post; and
- (d) on the date of publication if published.
- 14.9 The Bank may serve any writ of summons, statement of claim 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 the Cardmember 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 the Bank or its solicitors. Such legal process or document is deemed to have been duly served on the Cardmember:
 - (a) on the date of delivery, if sent by hand; and
 - (b) on the date immediately following the date of posting, if sent by post.
 - Service of such legal process is deemed to be good anc effective service of such legal process on the Cardmember and nothing in this Agreement shall affect the Bank's right to serve legal process in any other manner permitted by law.
- 14.10 This Agreement is governed by Singapore law. The Cardmembel hereby submits irrevocably to the non-exclusive jurisdiction of the Courts of Singapore.

ATM CARD TERMS AND CONDITIONS

The following Terms & Conditions cover the use of ATM card issued by UOB Group (and any replacement or renewal thereof) in approved Automated Teller Machines (ATMs) (whether of the Bank or other banks or financial or non-financial institutions). Electronics Funds Transfer at Point of Sale (EFTPOS) Terminal and other card operated machines or devices and for other services or facilities made available by the Bank whether in Singapore or elsewhere and are additional to those covering the operation of your Account.

- 1. You must:
 - (a) take all reasonable care and precaution to prevent loss or theft of the ATM card.

- (b) notify the Bank immediately of the loss or theft of the ATM card.
- (c) promptly return the ATM card to the Bank if for whatever reason, the Bank asks for it because it is the Bank's property; and
- (d) always keep your Personal Identification Number ("PIN") secret because you are responsible for all transactions made with the ATM card whether or not with your knowledge or authority.
- 2. You must not:
 - (a) use or try to use the ATM card unless there is enough money in your Account and if you overdraw your Account you must repay the Bank on demand any overdrawn sum and interest on such sum.
 - (b) use or try to use the ATM card after you have closed your Account or after the Bank has notified you that the Bank has cancelled or withdrawn the use of the ATM card and if you do, you must repay the Bank on demand all sums so paid and interest on such sum; and
 - (c) let anyone else use the ATM card
- All cheques and cash allowed to be deposited using the ATM card are subject to final verification and cannot be drawn on until the proceeds have been collected and credited to your Account.
- You agree:
- (a) that when your ATM card is used with or without your authority to withdraw or transfer money or to make payment or to perform any other transaction, you authorise the Bank to debit your Account with the Bank with auch withdrawals transfer, payments and any charges that may be payable together (including without limitation any moneys that you may be liable for under Condition 41% and any amounts not debited by the Bank as a result of any error or omission) not withstanding that any such debiting may cause the Account to be overdrawn; if the Account is so overdrawn, you must repay the Bank on demand any overdrawn sum together with interest;
- (b) to accept the transaction records of the Bank, financial or nonfinancial institution, trader or other party accepting the use of your ATM card as conclusive and binding for all purposes unless there are obvious errors;

- (c) that if there is any claim or dispute arising from the use of purported use, loss or misuse, of your ATM card the Bank may disclose to parties who are privy to the transactions or the appropriate authorities any information on your Account that the Bank considers necessary in investigating the claim or dispute;
- (d) that in respect of transactions effected or processed with or without your authority in or through the ATMs of other banks or financial or non-financial institutions or EFTPOS Terminals or other card operated machines or devices approved by the Bank, you simultaneously authorise and consent to the Bank disclosing to the bank, financial institution or non-financial institution, trader or other party accepting the use of your ATM card all information or any particulars of your Account including the balance thereof;
- (e) that in respect of transactions facilitated through Network for Electronic Transfer (Singapore) Private Limited ("NET"), or any other party, you authorise and consent to the disclosure of all information and any particulars of your Account, including the balance thereof being made to NETS or the other party and their respective agents or contractors;
- (f) to indemnify and keep the Bank fully indemnified against all claims, demands, actions and proceedings which may be made against the Bank and all damages, liabilities, loss and expenses including legal costs on a full indemnity basis which the Bank may incur or suffer directly or indirectly as a result of the use of your ATM card with or without your authority or of your negligence, misconduct or breach of any term herein;
- (g) to take all reasonable steps to help recover the use of your ATM card, to provide the Bank with any information and/or documentation it may require from time to time relating to the use of the ATM card and to cooperate with the Bank in any investigation or illigation arising from or in connection with the use of the ATM card; and
- (h) that the Bank may send the ATM card and the PIN to you by any means whatsoever and you shall hold the Bank harmless from all liability in the event the ATM card and/or the PIN fails to reach you after despatch, or if the ATM card is intercepted and retained by or the PIN is disclosed to any unauthorised person in transit.
- The ATM card provides convenient ways for you to operate your Account only. You will therefore not hold the Bank responsible for any defects in goods or unsatisfactory services paid for with the ATM card.

- If your Account is in joint names, the Bank may issue the ATM card to anyone who can operate the Account alone. You should note that the Bank may continue to debit your Account event if the Joint Account instructions are varied or terminated, until all ATM card lissued with the ACcount have been returned to the Bank. All transactions made with the ATM card shall be binding on joint Account holders jointy and severally.
- 7. You will not hold the Bank responsible or liable for any loss, damage or embarassment which you may incur or suffer directly or indirectly arising out of or in connaction with the use of the ATM card or the services provided by Bank to ATM card holder due to any reason whatsoever including but not limited to breakdown or malfunction of the computer, its terminal communication lines or any other equipment whether or not belonging to the Bank.
- The Bank reserves the right, at any time without notice and as it may think fit to:
- (a) impose charges and fees for the use of the ATM card, and for the replacement of lost or stolen ATM card; and
- (b) add to withdraw or change the type of transactions for which the ATM card may be used.
- In the value of all ATM card transactions conducted outside of Singapore expressed in a foreign currency will be converted into Singapore dollars at such rate of exchange as may be determined by the Bank in its absolute discretion.
- The Bank may alter, add to and/or delete any of these Terms and Conditions by notice given in accordance with Condition 15 and these Terms and Conditions so altered or added to shall be binding on you if you retain or use the ATM card after the date of such notice.
- You may cancel this agreement if you object to any change to these Terms and Conditions, or without giving any reason, by notifying the Bank in writing and returning the ATM card, cut into halves, to the Bank.
- 2. The Bank may (i) vary the frequency and manner of use of the ATM card, the withdrawal limits, operating hours and transaction types, facilities and services available at any point of time through use of the ATM card; and (ii) limit, cancel or suspend the use of the ATM card or any of its services and/or retain the ATM card at any time (including without limitation, after receipt of any notice to do so from any person purporting tobe an ATM card holder or any representative thereof) without giving any reason and without incurring any liability. The Bank may, but shall not be obliced to, give notice of such cancellation

or suspension to you at your last known address, or its branches or in the press.

- 13. Not withstanding any of these Terms and Conditions, the Bank shall have the discretion at your request to allow any ATM card to be used or continue to be used in relation to any other Account in addition to or in substitution for the Account originally designated by you, and these Terms and Conditions herein shall apply to the use of the ATM card in relation to any such other Account.
- 14. In addition to these Terms and Conditions, the use of the ATM card shall also be subject to the terms and conditions governing the Account. With respect to the use of the ATM card, in the event of any inconsistency, the Terms and Conditions herein shall prevail.
- 15. All notices or other communications if sent by post to or left at your last known address shall be deemed to have been received by you on the day following such posting or on the day it was so left. All notices or other communications may be given in the Bank's branches or in the press (in Singapore's main daily English and Chinese newspapers) or via radio or television broadcasts or any other media chosen by the bank in its absolute discretion, and you shall be deemed to have received the same on the date of such publication or broadcast.
- 16. These Terms and Conditions shall be governed by and construed in accordance with Singapore laws. If there are differences in meaning between the English version of these Terms and Conditions and any translation thereof, the English version shall prevail.
- 17. In these Terms and Conditions, unless the context otherwise requires:
 - (a) "Account" means each and any of your accounts with the Bank which you have designated for ATM card transactions;
 - (b) "Cardholder" means any person (including a Corporate Cardholder) to whom a ATM card is issued;
 - (c) "Company" means a firm, company, corporation statutory board, government body, unincorporated body of persons or any other person (as the case may be) who has applied for the issuance of a Corporate Card;
 - (d) "Corporate Card" means a ATM card issued by the Bank at a Company's request to individuals ("Corporate Cardholders") designated by the Company from time to time to use a Corporate card;

- (e) references to "ATM card" and its use includes references to Corporate Cards and their use by Corporate Cardholders; and
- (f) references to "you" includes references to Cardholders and any person (including a Company) for and on whose behalf a ATM card has been issued to any other person (including a Corporate Cardholder)