

Standard Chartered Bank Debit Cardmembers' Agreement

1. DEFINITIONS

1.1 In this Agreement:

"Account" means any such account maintained in the name of the Cardmember (whether alone or jointly and severally with any other person or persons) with the Bank and designated by the Bank as the account for the purpose of the use of the Card issued to the Cardmember and includes any account denominated in a currency other than Singapore Dollars;

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

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

"Account Statement" means a statement rendered by the Bank reflecting the amounts debited from and/or paid to the Account stated in such statement, and such statement may take any form and may be constituted by data stored in any electronic medium or system and transmitted through any computer system or facsimile machine;

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

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

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

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

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

"Card" means any card issued by the Bank as a debit card and which bears the name MasterCard or VISA and/or the service mark of MasterCard or VISA and includes any such debit card issued by the Bank by special arrangement with an association, club or any legal entity and any replacement or renewal thereof;

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

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

“Cardmember” in relation to any Card, means the person to whom the Card is issued and whose name appears on the Card;

“Cardmember Information” means any and all information in respect of the Cardmember, the Account, the use of the Card and the Cardmember’s financial affairs and/or standing;

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

“Credit Balance” at any time in relation to the Account means the balance in favour of the Cardmember on the Account at that time;

“MasterCard” means MasterCard International Incorporated;

“Merchant” means any person with whom the Bank or any member or licensee of MasterCard or VISA has a subsisting agreement relating to the use and/or acceptance of any Card in payment to such person whether for goods, services or charges incurred and/or to obtain Cash Withdrawals from such person;

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

“PIN” in relation to any Card means the Personal Identification Number issued to or selected by the Cardmember in relation to that Card;

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

“Terminal” means any computer or electronic equipment and includes an ATM;

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

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

“VISA” means VISA International Service Association.

- 1.2 Words referring to the singular number shall include the plural number and vice versa. Words referring to the masculine gender also refer to the feminine and neuter genders. Reference to a person includes reference to a sole proprietor, partnership firm, company, corporation or other entity. Reference to a Clause is to a clause of this Agreement. The headings to the Clauses are for reference only and shall not be taken into consideration in the interpretation or construction of this Agreement.

2. COLLECTION OF THE CARD AND PIN

- 2.1 The Bank may send the Card or the PIN and any renewal or replacement thereof by post to the address of the Cardmember in the records of the Bank at the sole risk of the Cardmember. Alternatively, the Cardmember may, by prior arrangement with the Bank, attend at the Bank's branch to collect the Card and the PIN personally.
- 2.2 Upon receipt of the Card, the Cardmember must sign on the Card immediately. All facilities made available by the Bank to the Cardmember in respect of the Card are subject to the terms and conditions of this Agreement and all other agreements, notices or other documents arising out of or in connection with this Agreement. By the affixation of his signature by the Cardmember on the Card or on the acknowledgement receipt or the use of the Card by the Cardmember, the Cardmember signifies or is deemed to signify his acceptance and agrees or is deemed to agree to be bound by the terms and conditions of this Agreement.

3. USE OF CARD AND CARD PARTICULARS

- 3.1 The Cardmember may use the Card and/or the Card Particulars to carry out Card Transactions, subject to this Agreement and to such terms, conditions, requirements, limitations and procedures as may be imposed or established by the Bank, any Merchant, or MasterCard or VISA from time to time.
- 3.2 The Cardmember must ensure that during the validity period printed on the Card or such other validity period as may be determined by the Bank in the Bank's discretion, no one other than the Cardmember uses the Card or the Card Particulars and neither the Card nor the Card Particulars is used for any unlawful purpose.

4. TRANSACTION LIMIT AND AVAILABLE CREDIT BALANCE

- 4.1 The Bank may at its discretion set a Transaction Limit and/or modify the Transaction Limit for the time being. In calculating whether the Transaction Limit has been exceeded, the Bank may take into account the amount of any Card Transaction which the Cardmember has carried out but which has not been debited from the Account and any authorisation given by the Bank to a Merchant or any other person in respect of an anticipated Card Transaction.
- 4.2 Upon being informed (whether by the Merchant or any other person) that any Card Transaction or any other transaction is proposed to be effected or completed on the Account, the Bank may allocate and set aside out of the Available Credit Balance such amount as may be estimated by the Bank to be the amount for which that Card Transaction is likely to be effected or completed. The Bank may decline to permit to be drawn from the Account or used any amount so allocated and set aside.
- 4.3 Any amount allocated and set aside pursuant to Clause 4.2 with respect to any proposed Card Transaction:
- (a) may be set aside for so long as the Bank may determine to be appropriate in the circumstances;
 - (b) may not be the exact amount for which that Card Transaction is effected; and
 - (c) shall not restrict or limit the Bank's right to debit the Account with the amount of that Card Transaction regardless of whether the amount is the same as the amount the Bank had allocated and set aside.

5. THE ACCOUNT

- 5.1 If the Card Transaction is denominated in a currency other than the currency of the Account, the Bank shall be entitled to convert the currency of the Card Transaction into the currency of the Account, at such rate(s) of exchange and in such manner as may be determined by the Bank at its discretion and debit such sum as converted by the Bank from the Account. Any risk or loss arising from conversion of any amount from one currency to another or from any fluctuation in any exchange rates shall be borne by the Cardmember.
- 5.2 The Bank may at its discretion allow any Account to be overdrawn, in which case the Bank may charge interest on the Overdrawn Balance subsisting at any time on the Account and such interest shall be calculated on such basis and at such rate as the Bank may at its discretion from time to time set without notice, subject to a minimum monthly charge of such sum as the Bank may set. The Bank may debit any such interest or charge to the Account monthly or at such other intervals as the Bank may at its discretion determine. However, nothing in this Agreement shall impose any obligation on the Bank to grant the Cardmember any loans, advances or credit facility on the Account.
- 5.3 The number of the Account in relation to which a Card is issued may not correspond to the number of the Card and any transfer of any account maintained with any of the Bank's branches to another of its branches shall not result in the account after it has been so transferred being regarded as a different account from the account maintained with the branch before it was so transferred notwithstanding any change in the number of the account.
- 5.4 In the event that the Bank approves any request by the Cardmember to designate another account maintained with the Bank as the "Account" for the purpose of this Agreement in lieu of the existing Account, then that other account shall be the Account for the purpose of this Agreement with effect from such date as the Bank may at its discretion determine without notice. Provided Nevertheless that this Agreement shall also continue to apply with respect to the Card Transactions for which amounts have been allocated and set aside with respect to the existing Account.
- 5.5 Notwithstanding anything to the contrary in any other agreement with the Cardmember (whether alone or with any other person(s), if any) relating to the Account:
- (a) the Bank shall be entitled to retain the whole or any part of the Available Credit Balance on the Account for a period of 45 days from the date when the Account is closed (whether at or in the absence of the Cardmember's request);
 - (b) the rights conferred on the Bank under this Agreement shall not cease or determine after the closure of the Account and/or the termination of this Agreement; and
 - (c) the Bank shall be entitled to continue to debit the Account with respect to any interest or charge and/or Card Transactions effected whether before or after the closure of the Account and/or the termination of this Agreement and the Cardmember's liability to the Bank under this Agreement for any balance due to the Bank on the Account shall continue.

6. LOSS / THEFT OF CARD / DISCLOSURE OF CARD PARTICULARS

- 6.1 The Cardmember must ensure that the Card is kept in a secure location and exercise due care and diligence to prevent its loss or theft.

- 6.2 The Cardmember must not disclose, and must take all care to prevent from becoming known, the Card Particulars of any Card to any other person (other than any Merchant for the purpose of effecting a Card Transaction).
- 6.3 If the Card is lost or stolen or the Card Particulars are disclosed to a third person or any Card Transaction has been effected without the Cardmember's authorisation, the Cardmember must immediately:
- (a) notify and give the Bank written confirmation; and
 - (b) lodge a police report,
- in respect of such loss, theft, disclosure or unauthorised Card Transaction.
- 6.4 The Cardmember must provide the Bank with all information as to the circumstances of the loss or theft of the Card, disclosure of Card Particulars or unauthorised Card Transaction and render such assistance as the Bank may require.
- 6.5 The Cardmember must thereafter not make use of the Card or the Card Particulars of the Card. If any lost or stolen Card is recovered, the Cardmember must immediately return to the Bank the Card cut in halves without using it.
- 6.6 The Bank may, in its absolute discretion, issue a replacement Card or a new PIN upon such terms and conditions as the Bank may deem fit, and the Bank reserves the right to charge such administrative fee specified in Clause 7.1(c).

7. CHARGES AND FEES

- 7.1 The Bank is entitled to charge and debit from the Account:
- (a) an annual membership fee for the Card;
 - (b) an administration fee and overdraft interest as determined by the Bank in its sole discretion, if the Account becomes overdrawn without the prior authorisation of the Bank; and
 - (c) an administrative fee for the replacement of any Card or for the provision of any records, statements, sales drafts, credit vouchers or other documents relating to the use of the Card or Account and copies thereof at the request of the Cardmember.
- 7.2 All goods and services tax and all taxes imposed on or payable in respect of any fees charges or amount incurred on or debited to the Account shall be borne by the Cardmember and may be debited from the Account.
- 7.3 The Bank shall be entitled to debit from the Account at any time in respect of any sum howsoever due or owed by the Cardmember to the Bank (whether in respect of Card Transactions, or as fees or charges or otherwise) and notwithstanding that an Overdrawn Balance would result therefrom.
- 7.4 All fees and charges to be paid by the Cardmember under this Agreement are not refundable in any event.
- 7.5 All charges payable under this Agreement shall be calculated with reference to a year of 365 days (or 360 days in respect of an Account denominated in US Dollars), and compounded on monthly rest basis or such other basis as the Bank shall deem fit from time to time and shall

be levied until the date of payment of all outstanding sums due from the Cardmember to the Bank.

- 7.6 The Bank may determine and/or vary at any time the amounts, rates and/or basis of calculation of all fees and charges provided by this Agreement to be paid by the Cardmember without notice and without giving any reason. The Bank reserves the right to levy such fees and/or charges for any service or facility provided by the Bank or for any action taken by the Bank in connection with the Account.
- 7.7 All charges payable under this Agreement are payable by the Cardmember after as well as before judgement.

8. LIABILITY FOR CHARGES

- 8.1 If the Card is lost or stolen or the Card Particulars are disclosed to a third person or any Card Transaction has been effected without the Cardmember's authorisation, the Cardmember shall remain liable for all Card Transactions effected before the Bank receives written confirmation of such loss, theft, disclosure or unauthorised Card Transaction given in accordance with Clause 6.3.

9. VARIATION/TERMINATION OF USE OF CARD AND ACCOUNT

- 9.1 The Bank is entitled, in its absolute discretion, at any time without notice, giving any reason or any liability to the Cardmember to:

- (a) modify or vary any or all of the services, functions and facilities available through the use of any Card or the Card Particulars of any Card;
- (b) permit a Card Transaction to be effected (even if the Transaction Limit has been or will be exceeded and even if the Available Credit Balance is less than the amount of the Card Transaction);
- (c) refuse to authorise any Card Transaction (even if the Transaction Limit has not been and will not be exceeded and even if the Available Credit Balance exceeds the amount of the Card Transaction); or
- (d) cancel or suspend the Cardmember's right to use the Card in respect of specific facilities; or
- (e) terminate or suspend the Cardmember's right to use the Card entirely; or
- (f) refuse to re-issue, renew or replace the Card,

which will not, in any case, affect the Cardmember's obligations under this Agreement.

- 9.2 Without prejudice to the generality of the foregoing, the Bank may carry out either of the actions described in Clauses 9.1(e) and 9.1(f) upon the occurrence of any one or more of the following events:

- (a) the Cardmember's bankruptcy, death or other legal incapacity; and/or
- (b) if, in the Bank's opinion, the Cardmember is in breach of this Agreement.

- 9.3 Where the Bank carries out either of the actions described in Clauses 9.1(e) and 9.1(f):

- (a) the Bank shall be entitled to immediately debit from the Account all Card Transactions which the Cardmember has effected at any time before such actions of the Bank, including Card Transactions which have not been debited from the Account as of

such time; and

- (b) the Cardmember must immediately cease to use that Card or the Card Particulars of that Card and must return to the Bank the Card cut in halves.

9.4 The Cardmember may terminate the use of the Card by:

- (a) giving the Bank written notice of termination; and
- (b) returning to the Bank the Card cut in halves.

9.5 The Cardmember's obligations under this Agreement will continue notwithstanding the closure of the Account and /or the termination of the use of the Card for any reason.

10. EXEMPTIONS AND EXCLUSIONS

10.1 The Bank shall not be responsible for (i) any goods or services supplied by any Merchant or (ii) the quality, performance or delivery of such goods or services or (iii) any benefits, discounts or programmes of any Merchant which may be made available or introduced by the Bank to the Cardmember. Regardless of the non-delivery or non-performance of or any defect in such goods or services or the failure of any Merchant to provide or make available to the Cardmember any of the afore-mentioned benefits, discounts or programmes, the Bank shall be entitled to debit from the Account all Card Transactions.

10.2 If the Cardmember has a complaint against any Merchant, the Cardmember must seek redress in respect of such complaint from the Merchant directly and the Cardmember's liability to the Bank will not be affected by any dispute or counterclaim or right of set-off which the Cardmember may have against such Merchant.

10.3 The Bank is not responsible or liable in any way to the Cardmember in respect of any loss arising directly or indirectly from:

- (a) the Card not being accepted or honoured by any Merchant, bank, financial institution or third party for any reason whatsoever;
- (b) the Bank being 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 industrial dispute, war, or anything outside the Bank's control or the control of the Bank's servants, agents or independent contractors;
- (c) the use of or inability to use the Card in any manner whether or not as a result of any malfunction of a Terminal;
- (d) any injury to the Cardmember's credit, character and reputation arising from any repossession of the Card or any request for its return under this Agreement;
- (e) any Card Transaction and the utilisation of any facilities in connection with the Card and/or the Account effected by a person not entitled to do so; and
- (f) any damage to or loss of or inability to retrieve any data or information that may be stored in any Card or any microchip or circuit or device in any Card.

11. VARIATION OF THIS AGREEMENT

11.1 The Bank is entitled, in its absolute discretion, to amend, vary or modify the terms and conditions of this Agreement at any time either by giving the Cardmember written notice or in

such other manner as the Bank may select; such changes so notified will be binding on the Cardmember with effect from the date as the Bank may specify.

- 11.2 If the Cardmember does not accept any such changes to this Agreement, the Cardmember shall terminate the use of the Card in accordance with Clause 9.4.
- 11.3 If the Cardmember retains or uses the Card, the Account or the Card Particulars after the Bank has given the Cardmember notice of any changes in this Agreement, the Cardmember will be deemed to have accepted and agreed to such changes without reservation.

12. DISCLOSURE

- 12.1 Without prejudice to the Bank's rights to disclose information relating to its customers under common law, the Banking Act (Cap. 19) as amended or re-enacted from time to time, or otherwise, the Cardmember consents to the Bank, its officers, employees and agents to, in its absolute discretion, at any time and without notice or liability to the Cardmember, whenever it deems fit, to disclose any Cardmember Information to any person whatsoever as the Bank may deem fit including:
- (a) any person participating in the provision to the Bank, the Bank's agents, insurers, contractors, professional advisors, outsourced agents appointed by the Bank, or any other third party service provider of services (including, but not limited to the making, printing, storing, mailing of cheques and chequebooks, stationery, envelopes, cards, labels, mailers or any other documents or items containing any Cardmember Information, sending of messages to the Cardmember by way of the short message service (SMS), debt collection and professional, management, administrative, delivery, ATM, electronic, telecommunications, computer, payment, collections, security, investigation, clearing, credit reference, marketing, checking services, promoting any products or services) whether in Singapore or outside Singapore, under or in connection with the Account or the Bank's business;
 - (b) the police or other public officers conducting an investigation in connection with any offence;
 - (c) any persons for the purpose of marketing or cross-selling the Bank's products;
 - (d) banks, financial institutions or credit or charge card companies;
 - (e) the Credit Bureau;
 - (f) any Merchant;
 - (g) any member institution of MasterCard or VISA;
 - (h) any other person, regulatory, supervisory or other government authority or body, court of law or tribunal whatsoever, in Singapore or any other jurisdiction, for any purpose whatsoever, where such disclosure is required by law, regulation, judgment or order of court or order of any other tribunal;
 - (i) the Bank's head office, branches, representative offices, subsidiaries, related corporations or affiliates (including their employees, officers, agents, servants, correspondents, independent contractors or associates and duly appointed third party service providers), in Singapore or overseas;
 - (j) any actual or potential assignees(s) or transferee(s) of any rights and obligations of the Bank or other participants in any of its rights and/ or obligations under or relating to the Account; or

- (k) any person(s) which the Bank and / or its officers, employees and agents consider in good faith is in the interest of the Bank to make such disclosure to,

and the Cardmember hereby acknowledges that each of the above-mentioned entities or persons may at all times disclose Cardmember Information to the Bank and to each other.

13. OUTSOURCING

- 13.1 The Bank shall have the absolute discretion to outsource or sub-contract any part of its business, including its banking operations to such third party (including without limitation to any related corporation or other party outside Singapore) and on such terms as the Bank deems fit. In connection with the outsourcing arrangements, the Bank may disclose Cardmember Information to any such party, which party may be subject to its local laws requiring disclosure under certain circumstances including but not limited to court proceedings, criminal investigations or prosecutions, and where so ordered by a tribunal, or government, tax or other regulatory authority.

14. CARD ISSUED BY SPECIAL ARRANGEMENT

- 14.1 If a Card is issued to the Cardmember by special arrangement with any association (whether body corporate or otherwise) (the "Association"), in addition and without prejudice to the other terms and conditions of this Agreement:
- (a) the Cardmember consents to the disclosure of information at all times between the Association and the Bank regarding the Cardmember Information; and
 - (b) the Cardmember must immediately return the Card upon the cessation of his relationship with the Association; and
 - (c) the Bank shall be entitled to immediately debit from the Account all Card Transactions which the Cardmember has effected at any time before such actions of the Bank, including Card Transactions which have not been debited from the Account as of such time.

15. RIGHT OF SET-OFF / COMBINATION

- 15.1 The Cardmember hereby authorises the Bank to, at any time, without prior notice, demand or liability to the Cardmember, combine or consolidate any and all account(s) maintained by the Cardmember with the Bank and/or set-off or transfer any monies standing to the credit in any or all such account(s) in or towards the full or partial discharge or any and all sums due to the Bank from the Cardmember on the Account or under this Agreement.
- 15.2 Clause 15.1 applies to such other accounts wheresoever situated, including those in overseas branches of the Bank and in different jurisdictions, and whether such other accounts are held by the Cardmember alone or jointly with others and whether or not such other accounts are current, savings, time-deposit (whether matured or not) or otherwise.

16. CONCLUSIVENESS OF DOCUMENTS

- 16.1 The Cardmember agrees that:
- (a) the Bank's records (including computer and microfilm stored records) of all matters relating to the Card and/or the Account shall be conclusive evidence of the matters stated in such records and the Bank may, in its absolute discretion, destroy any document relating to the Card and/or the Account after microfilming the same; and

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

16.2 If the Cardmember does not notify the Bank in writing of any error or inaccuracy in any Account Statement within 14 days from the date of his receipt of such Account Statement or the date when such Account Statement shall have been deemed received by the Cardmember, such Account Statement shall constitute conclusive evidence as against the Cardmember that every Card Transaction stated therein has been effected by and duly approved and authorised by the Cardmember. Nothing herein shall prevent the Bank from rectifying any errors or omissions in any statement or advice, and any statement or advice so rectified shall be binding on the Cardmember.

17. CASHBACK PROGRAMME

17.1 The Bank may from time to time credit the Account with a cashback. The cashback shall be subject to such terms and conditions as the Bank may prescribe and the amount of the cashback shall be calculated at such rate and by reference to such parameters as the Bank may at its sole discretion determine from time to time. Without prejudice to the generality of the foregoing, cashbacks shall only accrue and be credited only for so long as the Account remains in good standing. No cashback shall be granted in the event that the Account is suspended or closed or this Agreement is terminated (notwithstanding that such cashback may relate to a period preceding the suspension or closure of the Account or the termination of this Agreement).

18. COMMUNICATIONS

18.1 All Account Statements, notices, demands or other communication under this Agreement may be left at the Cardmember's last known address on the Bank's records; and/or sent by ordinary post to the Cardmember's last known address on the Bank's records; and/or sent by facsimile transmission to the Cardmember's last known facsimile number on the Bank's records; and/or sent by electronic mail or through the Internet or any electronic medium selected by the Bank to the Cardmember's last known electronic mail address on the Bank's records; and/or published in such manner as the Bank may select.

18.2 All communication is deemed to have been effectively served on the Cardmember on:

- (a) the date of delivery if delivered by hand;
- (b) one day immediately following the date of posting if sent by post;
- (c) on the date of transmission if sent by facsimile transmission, electronic mail, Internet or any electronic medium selected by the Bank; and
- (d) on the date of publication if published,

notwithstanding that (in the case of Clauses 18.2(a).to 18.2(c)) it is not received by the Cardmember or is returned undelivered.

18.3 Without prejudice to Clauses 18.1 and 18.2, the Bank may send the Cardmember any marketing or promotional materials or any other communication (including but not limited to information, cards, postcards, mailers, letters, any other documents or items) by short message service (SMS) to the last known handphone number of the Cardmember on the Bank's records, by electronic mail to the last known electronic mail address of the Cardmember on the Bank's records, by facsimile transmission to the last known facsimile number of the Cardmember on the Bank's records, by ordinary pre-paid or personal delivery

to the last known address of the Cardmember on the Bank's records. The Cardmember agrees that the Bank may also send the Cardmember by SMS or electronic mail or any other form of electronic means to the last known handphone number or electronic mail address on the Bank's records, payment amount reminders including the payment due dates, reminders on any missed payments, alerts on any suspected account activities or any other information as the Bank may in its sole and absolute discretion think fit to disclose through such means. The Cardmember acknowledges, agrees and consents that Cardmember Information may be disclosed, whether inadvertently or otherwise, to any third party, whether authorised or unauthorised, who may have, or may gain access in any way whatsoever to such SMS, email, facsimile or postal transmission sent by the Bank to the Cardmember.

- 18.4 The Bank may serve any writ of summons or any legal process or document requiring personal service in respect of any action or legal proceedings under this Agreement on the Cardmember by leaving it at the Cardmember's last known address (whether within or outside Singapore) on the Bank's records; and/or sending it by post to the Cardmember's last known address (whether within or outside Singapore) on the Bank's records. Service of such legal process or document is deemed to have been duly served on the Cardmember on the date of delivery if it is delivered by hand; and one day immediately following the date of posting if sent by post. Service of such legal process is deemed to be good and effectual 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.
- 18.5 Unless this Agreement otherwise provides, all communication, requests and instructions from the Cardmember must be in writing and in accordance with the Bank's prescribed procedure then prevailing.

19. GENERAL

- 19.1 The Cardmember must indemnify and keep the Bank fully indemnified against:
- (a) all claims, demands, actions and proceedings which may be made against the Bank;
 - (b) damage, liability, loss, cost and expense (including legal costs on a full indemnity basis) which the Bank may incur, sustain or suffer, directly or indirectly, arising from or in connection with:
 - (i) the use or misuse of the Card or the Card Particulars with or without the Cardmember's knowledge or authority; or
 - (ii) the negligence, misconduct or breach of any term and condition of this Agreement on the Cardmember's part; or
 - (iii) recovering or attempting to recover any Card and/or any sum due to the Bank on the Account or under or in connection with this Agreement; or
 - (iv) any matter otherwise arising out of or in connection with this Agreement.
- 19.2 A request by mail, telephone, facsimile transmission or other means of communication to a Merchant for the supply of goods and/or services to be charged to the Account, whether or not made or authorised by the Cardmember and whether a sales draft, voucher or document is signed by the Cardmember, is a valid Card Transaction and the Bank will debit the Account with such Card Transaction.

- 19.3 Without prejudice to Clause 18.5, the Cardmember agrees that the Bank is authorized, but shall not be obliged, to act on the instructions of the Cardmember given by the Cardmember or a person authorized by the Cardmember by telephone or facsimile transmission or other means of telecommunication ("telecommunication instructions") which is believed by the officer or employee of the Bank attending to such instruction or request to have been given or made or authorised by the Cardmember notwithstanding that such instruction or request may not have been given or made or authorised by the Cardmember and regardless of any fraud that may exist in relation to such instruction or request. The Bank shall not be liable to the Cardmember for any loss or damage arising as a consequence of its acting on or acceding to any such instruction or request.
- 19.4 Neither the acceptance or approval by the Bank of any instruction or arrangement for any monthly or periodic payment of any charge of any Merchant by monthly or periodic deduction effected on the Account or in respect of any monthly or periodic Card Transaction nor the execution by the Bank of any such deduction in respect of any month or period shall impose upon the Bank any obligation to effect such deduction in respect of each and every month or period and the Bank shall not be liable for any loss or damage suffered or incurred as a consequence of any failure or neglect by the Bank to effect any deduction or Card Transaction in respect of any one or more month(s) or period(s).
- 19.5 The use of any Card is also subject to other terms and conditions governing the use of other facilities or benefits which may from time to time be made available.
- 19.6 The Cardmember is not entitled to assign all or any part of the rights under this Agreement. The Bank may assign, sub-participate or transfer any or all of its rights and obligations under this Agreement.
- 19.7 If any one or more of the provisions of this Agreement or any part thereof is illegal, invalid or unenforceable under any applicable law in any jurisdiction, it will not affect the legality, validity or enforceability of the remainder of this Agreement in such jurisdiction nor the legality, validity or enforceability of this Agreement in any other jurisdiction.
- 19.8 The remedies under this Agreement are cumulative and are not exclusive of the remedies provided by law.
- 19.9 The Bank's failure or delay to exercise its rights and remedies under this Agreement is not deemed to be a waiver or partial waiver thereof by the Bank; no waiver by the Bank of any breach of this Agreement by the Cardmember will be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 19.10 The Cardmember shall be bound by all terms and conditions governing the use of such facilities, benefits or services which may from time to time be made available to the Cardmember in connection with the Account. In the event of a conflict between this Agreement and such other terms and conditions, the former shall prevail and the latter shall be deemed to be modified so far only as it is necessary to give effect to this Agreement.
- 19.11 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any term of this Agreement.
- 19.12 This Agreement is governed by the laws of Singapore. The Cardmember hereby submits irrevocably to the non-exclusive jurisdiction of the courts of Singapore with respect to any claim or dispute concerning or arising from this Agreement or any Card Transaction.