

**HL BANK**  
**DEBIT**  
**CARDMEMBER**  
**AGREEMENT**



This HL Bank Debit Cardmember Agreement (the "Agreement") shall apply to and be binding on the holder (Customer) of any Card(s) and Account(s) described below held at HL Bank (the "Bank"). The terms and conditions set out herein may be modified from time to time. By applying for, signing or using the Card, the Customer agree to be bound by all the terms and conditions of this Agreement and the Customer are deemed to have already read, understood and agreed to the terms.

The General Banking Standard Terms and Conditions Governing Accounts shall apply together with the terms and conditions and other requirements of the Bank applicable for any additional products and that the Customer from time to time uses. Upon new services being introduced in the future, applicable terms and conditions will be introduced by the Bank and will be provided to Customers wishing to use such services.

In the event of any conflict or inconsistency, the terms herein shall prevail.

## 1. Definitions and Interpretation

(i) In this Agreement, the following words and expressions have the following meaning.

“**Account**” means each and every account(s) (opened singly or jointly) maintained with the Bank which you have designated as the account for the settlement of any Transaction;

“**Agreement**” means this agreement as may be varied from time to time;

“**Application**” means the Bank’s designated mode(s) of application for a Card issued based on these terms and conditions;

“**ATM**” means an automated teller machine or card operated machine which accepts the Card outside of Singapore including but not limited to machines belonging to Mastercard® Global ATM network or the Cirrus ATM network;

“**ATM Transaction**” means a transaction using the Card through an ATM;

“**Bank**” means HL Bank;

“**Card**” means a debit card issued by us under the terms of this Agreement and any substitution, replacement or renewal thereof.

It may be a Virtual Card or a Physical Card;

“**Cardmember**” in relation to a Card, means the person to who we issue a Card to;

“**Card Limits**” has the meaning as defined in clause 3.1;

“**Card Transaction**” means any cash withdrawal, any payment made, transfer or any amount charged for any products, goods, services and/or other benefits by, through or from the use of the Card or the Card number appearing on the Card itself or the PIN or in any other manner, including but not limited to online, offline or mail, telephone or facsimile orders or reservations (as may be determined and communicated by us), regardless of whether a sales draft or other voucher or form is signed by you and whether authorisation has been sought from or given by us and whether with or without your knowledge or authority. It also includes 3DS eCommerce transactions, internet-based transactions, mail, telephone or facsimile order or reservations or recurring payments;

“**Contactless Transaction**” means any transaction for the payment of goods and/or services made using a Card issued by the Bank that allows you to tap or wave your Card against such contactless payment point-of-sale readers;

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

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

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

“**Physical Card**” means the plastic card issued by the Bank;

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

“**Rewards**” means a scheme whereby you may use your Card to enjoy rebates and discounts on products, goods and services offered by the Participating Outlet;

“**Services**” means any services we may provide to you including but not limited to customer service, electronic or personal internet banking services or mobile services;

“**Statement**” means a statement in relation to your Account displaying your Transactions for your viewing on personal internet banking;

“**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 Transaction, in accordance with Clause 4.1;

“**Transaction**” means, as the context requires, an ATM Transaction and/or a Card Transaction and/or Contactless Transaction;

“**us**”, “**we**”, “**our**” refers to HL Bank;

“**Virtual Card**” means the non-plastic card; and

“**you**”, “**your**” refers to the Cardmember;

(ii) Where the Bank has any right to make any determination or to exercise discretion as regards any matter under these Terms and Conditions, such right or discretion may be exercised by the Bank in such manner as the Bank may determine from time to time and the Bank shall where reasonably possible notify the Customer in the event it exercises such right or discretion as regard any matter under these Terms and Conditions.

(iii) In these Terms and Conditions, where not inconsistent with the subject or context, words suggesting the singular shall include the plural and vice versa; words suggesting any gender shall include other genders and headings are inserted for reference only and shall not affect its construction.

## 2. The Card

2.1 We will issue you a Virtual Card. You have the option of asking us to issue you a Physical Card.

2.2 Upon our acceptance and approval of your application for a Virtual Card, you are deemed to have read, understood and accepted each and every term of this Agreement and be bound by the same that:

- a) the Virtual Card is activated immediately upon issuance;
- b) you are only able to log in to the Bank’s personal internet banking to view the Card details; and
- c) if you have applied for a Physical Card, the Virtual Card can only be used for 3DS eCommerce transactions before the Physical Card is activated.

2.3 If you apply for a Physical Card, upon our acceptance and approval of your application for a Physical Card and unless you request to collect the Physical Card personally, we will send the Physical Card to you by ordinary post or in any other manner to you at your risk.

2.4 You must sign on the Physical Card immediately after receiving it.

2.5 By receiving or signing the Physical Card (even if the Card is not activated) or using the Card, you are deemed to have read, understood and accepted each and every term of this Agreement and be bound by the same. For security reasons, the Physical Card when sent to Cardmember is not activated and cannot be used yet. Card activation is compulsory prior to usage of the Physical Card. The steps/ instructions for activating your Physical Card are set out in the mailer that you will receive with the Physical Card.

2.6 You may use the Card to carry out a Transaction during the validity period. The validity period is printed on the back of the Card subject to the stated expiry date and all of the terms and conditions of this Agreement.

- 2.7 The Card remains our property at all times. We may suspend or terminate your Card and/or Account at our absolute discretion without any reason or notice.
- 2.8 We may charge and debit to your Account an annual fee and/or other fees in relation to issue you a, or replacing your, Card.
- 2.9 You must, under no circumstances and whether with or without your knowledge, use or allow the Card to be used to carry out any Transaction that would contravene the laws of any jurisdiction.
- 2.10 You must notify us promptly in writing of any change of your address and/or any other changes in your particulars or any other information that we may request from time to time.
- 2.11 You agree that when the Card is used to carry out, process or conduct any Transaction, it is, or will be deemed to be, used with your authority and knowledge whether or not you have actually authorised and/or have knowledge of the use of the Card and we shall debit your Account any such amount transacted or processed through the use of the Card. You shall accept our records of all Transactions carried out, processed or conducted through the use of the Card as correct and conclusive, unless there is any manifest error, and you agree to be bound by our records.
- 2.12 You will bear any loss or damage incurred or suffered by you arising from or in connection with the use of the Card.
- 2.13 If you wish to use the Card's magnetic stripe outside Singapore to carry out, process or conduct any Transactions, you will need to enroll the Card, in advance, to allow overseas Transactions to be carried out on the Card.
- 2.14 Unless you instruct us otherwise, we shall send you a transaction notification alert for each Transaction carried out, processed or conducted using the Card which is above the threshold amount as prescribed by or otherwise agreed to by us and for each set up or change in PIN made through the Bank's personal internet banking as accepted by us. We will send a transaction notification alert by short message service and/or electronic mail to your last known telephone number and/or electronic mail address as provided to the Bank (as the case may be) and shall be deemed to be sent on the date of transmission notwithstanding the fact that the same may not be actually received by you. We shall not be liable in any way whatsoever to you or any other party for any loss or damage in the event that such transaction alert is received by a third party.
- 2.15 We may (but shall not be obliged to) provide additional services in connection with the use of your Card, on such additional terms and conditions that we may prescribe on our website or notify you from time to time. We may withdraw or changes these additional services from time to time without notifying you. You are deemed to have accepted the terms and conditions governing these additional services if you use such services.

### **3. Card Limits**

- 3.1 We may set and/or revise card limits ("**Card Limits**") in relation to the use of the Card without prior notice to you. The Card Limits shall apply to all Transactions.
- 3.2 A Transaction will only be effective if there are sufficient funds in the Account to cover such transaction and the limits prescribed for the type of transaction are not exceeded. However, we may in our discretion and without giving prior notice:
- a) approve, authorise or allow any Transaction to be carried out during any period even though there are insufficient funds or credit in your Account and you shall repay on demand any resulting overdraft on your Account, together with interest, commission and other charges; and
  - b) refuse to approve, authorise and/or permit to be carried out any one or more Transactions even though the applicable limits have not been exceeded.
- 3.3 When calculating if any of the Card Limits has been exceeded, we may take into account the amount of any Transactions not yet debited to the Account and of any authorisation given by the Bank to a third party in respect of a prospective Transaction.

### **4. Hold On Account**

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

hold were not presented to us for payment;

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

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

## 5. **Reversal**

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

## 6. **Transactions in Foreign Currency and Transactions Processed Outside Singapore**

- 6.1 Transactions in US dollars will be converted to Singapore dollars and transactions in other foreign currencies will be converted to US dollars before being converted to Singapore dollars based on the prevailing exchange rate determined by Mastercard.
- 6.2 All Transactions in foreign currencies will be subject to an administrative fee of 3.25% on the Transaction amount or such other amount as determined by us and Mastercard.
- 6.3 All Transactions effected in Singapore dollars and processed overseas will be subject to a processing fee of 2.8% of the Transaction amount.
- 6.4 Your right to effect any Transaction is subject to any exchange controls, regulations or limitations prevailing in such country/region. In any event, you shall fully indemnify us for all exchange risks, losses, commissions and other fees and charges that may be incurred.

## 7. **Bank's Discretion**

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

## 8. **Fees and Charges**

- 8.1 We may, at our absolute discretion, charge and debit to the Account the following fees:-
- a) an annual fee for the issuance, maintenance and renewal of the Card;
  - b) a replacement fee for the Card;
  - c) a flat ATM Commission Fee (also known as "International ATM Withdrawal Charges"), for each Mastercard Cirrus withdrawal transaction performed at any overseas ATMs;
  - d) an administrative fee for the production or retrieval of any document of and relating to the Account and/or Card;
  - e) a cancellation fee/charge for "no show reservations" in respect of any travel, airline or hotel
  - f) reservation secured through the use of the Card that is subsequently cancelled or unfulfilled; and/or
  - g) any fees and/or charges for any service or facility provided or action taken by the Bank in connection with the Account and/or the Card.
- 8.2 The amount of fees and charges payable by you shall be decided by the Bank and may change from time to time. These fees and charges, as well any changes to these, are set out in the Bank's Pricing Schedule. The Bank's Pricing Schedule is available from the Bank's website.
- 8.3 You shall be liable to pay for all goods and services tax all other taxes imposed on or payable in respect of any amount incurred on or debited to the Account, and we are entitled to debit the amount of such tax(es) to the Account.
- 8.4 We are entitled to debit the Account at any time in respect of any sum howsoever due and owed to us by you whether in respect of any Transaction, fees or charges or otherwise and notwithstanding that the Account would be overdrawn as a result.

## 9. **Use of PIN**

If a PIN is issued to you to allow you to use the Card at any ATM outside of Singapore, the following additional terms apply:

- a) you may create and change the PIN through the Bank's personal internet banking;
- b) you must not disclose the PIN and must prevent the PIN from becoming known, to any other person;
- c) as no one can use the Card at an ATM without the PIN, you shall be liable for all Transactions effected by the use of the Card at any ATM whether or not such use is authorised by or known to you.
- d) the amount of any Transaction, if denominated in a currency other than Singapore dollars, will be converted to Singapore dollars at such time and rate of exchange determined by the Bank in accordance with its usual practice, before being debited to the Account; and
- e) we are entitled, in our absolute discretion, to change, de-activate or revoke the use of the PIN at any time without giving any reason whatsoever and without prior notice to you.

**10. Joint Account**

- 10.1 Where the Account is in joint names, we may issue the Card to any person who can operate the Account alone.
- 10.2 We may put a hold on the Account and/or debit the Account in accordance with Clause 4, even if the joint Account instructions are varied or terminated, until all Cards issued by the Bank under this Agreement have been validly terminated in accordance with Clause 12.
- 10.3 All the joint Account holders are jointly and severally liable to us for any use of the Card under this Agreement.

**11. Loss or Theft of Card / Disclosure of PIN**

- 11.1 You must keep the Card safe and you must ensure that the PIN is not disclosed to any person.
- 11.2 If the Card is lost, stolen or not received or if the PIN is disclosed, your liability shall be limited to S\$100 provided:
- a) you immediately notify and give us written notice thereof; and
  - b) you assist in the recovery thereof or to stop the use of the Card; and
  - c) you furnish us at our request, a statutory declaration in such form as we may request, a police report and any other document or information as we and/or the police may require; and
  - d) we are satisfied that such loss, theft or disclosure is not due to your negligence, fraudulent act or default.
- 11.3 If you have notified us that your Card has been lost, stolen or PIN disclosed, you shall not be liable for any Card Transaction effected after we have received your notification of such loss, theft or disclosure.
- 11.4 In the event:
- a) The lost or stolen Card is recovered, you must immediately cut the recovered Card in half without using it and return the cut Card to us.
  - b) You report to us that the PIN has been disclosed, you must not use the same PIN.
- 11.5 We may, in our absolute discretion, issue a replacement Card and/or a new PIN upon such terms and conditions as we deem fit, and we reserve the right to charge a handling fee at our discretion.

**12. Termination**

- 12.1 You may terminate the use of your Card by giving the Bank written notice of termination. Upon the termination of your Card, you must dispose your Card in a secured manner.
- 12.2 We may at any time in our absolute discretion without notice and without giving any reason, terminate the use of the Card. Without prejudice to the generality of the foregoing, the use of the Card may be terminated upon the occurrence of any one or more of the following events:
- a) you entering or proposing to enter into a scheme of arrangement or other similar proceedings;
  - b) if you become bankrupt, insolvent, deceased or incapacitated;
  - c) any breach by you of this Agreement; or
  - d) any change in your financial condition.
- 12.3 There will be no refund of any annual or other fees payable upon the termination of the Account for any reason.
- 12.4 Your obligations under this Agreement will continue notwithstanding the termination of the use of the Card or closure of the Account by any party for any reason. We shall remain entitled to debit the Account or your other account(s) maintained with us, with outstanding charges and/or Transactions that are carried out before or after termination of the Card and/or the Account. Until such charges and/or transactions are paid in full, you shall remain liable to the Bank.

**13. Exclusion of Liability**

- 13.1 a) We are not responsible for products, goods or services supplied by any merchant, establishment, the Participating Outlet or the quality or performance of any contract or quality of any product, good or service supplied pursuant to or in relation to any Transaction. You are to seek redress directly from such merchant, establishment, the Participating Outlet in respect of such products, goods or services.
- b) Your liability owing to us is not affected by any dispute or counterclaim or right of set-off which you may have against such merchant, establishment, the Participating Outlet. In particular, we shall be entitled to debit the Account in respect of any Transaction notwithstanding the incomplete or non-performance of any contract, or the incomplete or non-delivery of or any defect in any product, good or service obtained pursuant to that Transaction.
- c) We shall not be liable for any loss you may incur in connection with the use of the Card howsoever arising.
- 13.2 We shall not be responsible or liable in any way to you for any inconvenience, loss, damage, cost or expense of any nature or embarrassment or injury suffered or incurred by you or any third party resulting from, arising out of or in connection with any of the following:-
- a) if any merchant, establishment, the Participating Outlet refuses to accept or honour the Card for any reason;
- b) any refusal by us to authorise or approve any Transaction;
- c) if you are deprived of the use of any services, machinery, equipment, products and/or systems (whether electronic, telecommunicative or otherwise) as a consequence of any action by us or any merchant, establishment, the Participating Outlet;
- d) if we are unable to perform our obligations under this Agreement due, directly or indirectly, to the failure, defect or malfunction of any machine, system of authorisation, data processing or communication system or transmission link or any industrial dispute, war, act of God or anything outside the control of us, our servants or agents;
- e) for any injury to your credit, character and reputation in and about any repossession of the Card or any request for its return;
- f) any damage to or loss of or inability to retrieve any data or information that may be stored in any microchip or circuit howsoever caused or any failure in the performance or function or breakdown or disruption of any of our computers (whether hardware or software), machinery, equipment, products and/or systems (whether electronic, telecommunicative or otherwise) maintained by, used for, us or in connection with our business or otherwise whatsoever, including but not limited to the failure or inability of such computers, machinery, equipment, products and systems or any one or more of them to accept, recognise, store, process and/or transmit dates or data with respect to dates;
- g) the unauthorised use of the Card and/or Account or any facilities in connection therewith, any Transaction effected by an unauthorised person;
- h) any delay in the release of any amount placed on hold on the Account;
- i) any failure by us to honour cheques drawn or follow payment instructions (including but not limited to GIRO or other standing payment instructions) given by you or anyone due to insufficient available balance in the Account which but for the amount placed on hold or the delay in releasing the hold, would have a sufficient available balance to honour such cheques or follow such payment instructions; and
- j) any hold placed on the Account upon receipt of a request for authorisation of a Transaction or notice of a Transaction or a request for payment was presented to us (including but not limited to a presentment by electronic means) notwithstanding that such requests or notices were unauthorised or forged or that the Transaction was not carried out or was rescinded.
- 13.3 Without prejudice to the generality of the provisions of this Clause 13, we are not liable in any way to you for any other loss, damage, cost or expense of any nature arising out of or in connection with the use of the Card and/or this Agreement.

**14. Variation of this Agreement**

- 14.1 We may vary the terms of this Agreement at any time at our absolute discretion. We may notify you of such changes either in writing or by publication thereof or by any other means or manner as we may select. Such changes so notified will be binding on you, effective from the date specified by us.
- 14.2 If you do not accept any such changes, you may, within 7 days of our notice, terminate the use of the Card in accordance with Clause 12.
- 14.3 If you retain or use the Card after we have given notice of any changes in this Agreement, you are deemed to have accepted and agreed to such changes without reservation.

**15. Consent to Disclosure of Information**

- 15.1 You agree that we are entitled, in our absolute discretion, at any time and without notice or liability, to disclose any particulars of the Account, the Cards, any Transaction, any other information in relation to you, the Cards and/or your use of the Cards to:
- a) any merchant or establishment which accepts the Card;
- b) any member of Mastercard Worldwide;
- c) any of our related companies or corporations, representative offices, branches (wheresoever situate), head office, its agents, servants, correspondents, independent contractors and/or associates;
- d) any bank or financial institution;
- e) any party involved in facilitating, effecting or processing the Transactions;
- f) any person or organisation providing electronic or other services, for the purpose of assessing, engaging, obtaining, operating, maintaining and upgrading the services (including any investigation of discrepancies, errors or claims);
- g) any person or organisation engaged for the purpose of performance of services or operational functions where these have been outsourced;

- h) any agent for the purpose of printing statements, advices, correspondences or any other related document;
- i) any information gathering or processing organisation or consultant or entity conducting surveys or analysis or research or developing system applications for us;
- j) any person for the purpose of marketing or promoting any services or products whether by us or any third party;
- k) the police or any public officer conducting an investigation;
- l) any government or quasi-governmental agency or authority or court of the jurisdiction where the Card is used;
- m) any person for the purpose of collecting or recovering on our behalf, or for securing for the benefit of you the benefit, or for the repayment on your behalf, any sums of money owing to us from you;
- n) auditors and professional advisors including lawyers and receivers appointed by us;
- o) any joint account holder(s) of the Account or any person authorised to operate the Account or any guarantor or security provider of the Account;
- p) any actual or potential participant or sub-participant relating to any of our obligations under the banking agreement between you and us, or assignee, novatee or transferee;
- q) any rating agency, business alliance partner, insurance company, insurer, insurance broker or direct or indirect provider of credit protection; and
- r) any other person we consider in our interest to make such disclosure, (and each of the foregoing persons similarly may disclose to the Bank and to each other) full particulars of the Account, the Cards, any Transaction and any other information in relation to you, the Cards and/or your use of the Cards where such disclosure is required by law or where we deem appropriate, necessary or desirable in connection with our provision of services and the enforcement of any rights and/or performance of any obligation in respect of or in connection with the Account and/or this Agreement or whenever we consider in our interest to make such disclosure.

15.2 You agree that your application for the Card shall constitute your written permission 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. Our rights under this Clause 15 shall be in addition to and shall not prejudice other rights of disclosures under the Banking Act (Chapter 19).

15.3 You give us and our related companies, respective business partners and agents permission to collect, use and disclose your personal data to enable us to provide our products and services (including without limitation the Card and services under this Agreement). Such terms and conditions in relation to collection, use and/or disclosure of personal data are set out in the Bank's Privacy Policy (available at [h1bank.com.sg](http://h1bank.com.sg)) and the General Banking Standard Terms and Conditions Governing Accounts which forms part of the terms and conditions governing your relationship with us. You confirm that you understand and accept the Privacy Policy, and consent to us collecting, using, and disclosing your personal data.

#### **16. Rewards**

16.1 The Card issued to you may carry various Rewards including but not limited to cashback, rebates, discounts, benefits or privileges from time to time on the use of the Card for the purchase of products, goods or services from Participating Outlets. We reserve the right to add, modify or cancel such Rewards from time to time.

16.2 Notwithstanding anything herein, we shall not at any time be responsible or be held liable for your purchase of products, goods or services from Participating Outlets.

#### **17. Contactless Transactions**

17.1 The Card may be used to carry out Contactless Transactions at all point-of-sale terminals and/or Mastercard contactless point-of-sale readers.

17.2 You may use the Card to carry out any number of Contactless Transactions. A Signature, PIN or other authentication on your part is required for each Contactless Transaction that exceeds S\$200.

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

#### **18. General**

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

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

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

18.3 We may, in our absolute discretion at any time and without prior demand or notice, combine or consolidate any and all account(s)

maintained by you with us and/or set-off or transfer any sum standing to the credit of any or all such account(s) in or towards the discharge or payment of any and all sums due to us from you on any other account including the Account designated hereunder or under this Agreement. We shall be entitled to exercise this right notwithstanding that the balance due to us on any account is not overdue and/or the use of the Card or the Account has not been closed or terminated.

- 18.4 We are entitled to apply any and all payments we receive from or for your account in such manner and order and to such Transactions as it may determine or select regardless of any specific appropriation made by you or any person making such payment(s).
- 18.5 If any one or more of the provisions of this Agreement or any part thereof is declared to be illegal, invalid or unenforceable under any applicable law, it will not affect the legality, validity or enforceability of the remainder of this Agreement in such jurisdiction or the legality, validity or enforceability of this Agreement in any other jurisdiction.
- 18.6 This Agreement covers the use of the Card issued by us, which is additional to those governing the operation of the Account and any other agreements that you have with us. In the event of inconsistency, this Agreement shall prevail with respect to the use of the Card.
- 18.7 The remedies under this Agreement are cumulative and are not exclusive of the remedies provided by law.
- 18.8 No forbearance or failure or delay by us in exercising any right, power or remedy is to be deemed to be a waiver or partial waiver thereof on the part of us; and no waiver by us of any breach of this Agreement on your part is to be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 18.9 This Agreement is not assignable or transferrable by you but may be assigned or transferred by us.
- 18.10 **Conclusiveness of Documents**
- a) Any document relating to any Transaction bearing your signature shall be conclusive evidence of the fact that the Transaction therein stated or recorded was authorised and properly made or effected by you.
  - b) Your Statement shall be conclusive evidence of the state of the Account between you and us. You shall notify us if you discover any error or inaccuracy in any Statement. If you fail to inform us of any error or inaccuracy in the Statement within fourteen (14) days from your receiving it or your deemed receipt of it, the contents of the Statement shall be conclusive and binding on you as it shall constitute conclusive evidence that:-
    - i. every Transaction stated therein has been effected by you; and
    - ii. every charge stated therein, every amount debited therein has been validly and properly incurred or debited in the amount stated therein.
  - c) Any Statement given to or served on the Cardmember shall be deemed to have been given to and received by each and every Cardmember of the Account.
  - d) Nothing in this Clause 18.10 shall prevent us from rectifying any errors, omissions in any Statement and any such amended Statement shall be binding on you.
- 18.11 The Bank has the right to outsource or sub-contract any part of our business operations to such third party (including but not limited to any party outside Singapore) on such terms as the Bank in its sole discretion deems fit. The Bank shall be entitled to harness, inter alia, data processing and technology infrastructure support services to enhance the Bank's suite of products and services and improve productivity within the Bank and across the countries where Hong Leong Bank Berhad operates in.
- 18.12 All Statements, notices, requests, instructions, demands and other notification and communication under this Agreement may be served by personal delivery, ordinary post, facsimile transmission, electronic mail and/or through the Internet or any other electronic medium chosen by us to your last known address relating to the Account, the Card or otherwise (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business), facsimile number, electronic mail address or other contact number or address as may be provided or disclosed to us or our solicitors and/or published in such manner as we may select. We may also notify and communicate with you electronically via the Services, through the display of notices at our branch or website or the Statement we send to you or in a daily newspaper or via radio or television broadcasts. All such communication is deemed to have been effectively served and received.
- 18.13 We may serve any writ of summons, statement of claim, statutory demand, bankruptcy application or other legal process or document in respect of any action or proceedings under this Agreement required by any relevant law, including without limitation, the rules of court or other statutory provisions, to be served on you by personal service, by leaving the same at, and/or sending the same by ordinary post, to the last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) as may be provided or disclosed to us or our solicitors. Such legal process or document is deemed to have been duly served on you even if it is returned undelivered:-
- a) on the date of delivery, if sent by hand and/or left at the last known address; or
  - b) on the date immediately following the date of posting, if sent by post.
- Service of such legal process is deemed to be good and effective service of such legal process on you and nothing in this Agreement shall affect our right to serve legal process in any other manner permitted by law.
- 18.14 A person who or which is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any provision of this Agreement.
- 18.15 This Agreement is governed by and construed in accordance with Singapore law. You hereby submit irrevocably to the exclusive jurisdiction of the Courts of Singapore with respect to any claim or dispute concerning or arising from this Agreement or any Transaction.