

**ICBC Singapore Dual Currency Debit Card Agreement
("Agreement")**

This Agreement contains the terms and conditions applicable to your Card and the Account(s). If you have a bank account with us, you may request us to issue the Card to you. Your bank account that is linked to the Card is the "Account". Please read this Agreement carefully before you sign or use the Card. Upon signing or using the Card, you will be bound by this Agreement. In this Agreement, "you" or "your" means the person named on the Card. "We", "our" and "us" refer to Industrial and Commercial Bank of China Limited, Singapore branch and its successors and assigns.

Definitions

Words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine or neuter gender and vice versa. Clause and other similar headings are for ease of reference and shall not affect the interpretation of any provision herein. In this Agreement, unless otherwise required:-

"Agreement" means these terms and conditions as amended or supplemented;

"Account" means any of your accounts which is linked to the Card for the settlement of Card transactions and includes any other account in addition to or in substitution for the original Account;

"ATM" means an automated teller machine or card operated machine or device whether belonging to us, China Union Pay or Visa or any other similar international network in which we may participate from time to time;

"ATM Limit" means the maximum permissible daily limit prescribed by us or agreed between us for all cash withdrawals and/or any other Transaction which you may effect through an ATM;

"Card" means the debit card issued by us to you at our request including any replacement or renewed Card;

"Card Facilities" means any such facilities which we may at our absolute sole discretion provide for your card, including without limitation Visa payWave, UnionPay QuickPass, EZ-Link and PIN facilities

"Card Transaction" means any payment made or any amount charged for any goods, services and/or other benefits by, through or from the use of the Card in signature or the PIN or in any other manner, regardless whether a sales draft or other voucher or form is signed by you and whether authorisation has been sought by us;

"FATCA" means Foreign Account Tax Compliance Act;

“Currency” or **“Currencies”** means any one or more of SGD, USD, RMB and any additional currency that we may make available in connection with the Card from time to time.

“Currency Account” means your account which is linked to the Card for the settlement of Card Transactions in the specified currency.

“Contactless Facility” means any such facilities where transactions may be processed and debited against your account without requiring:

- a) your Card to be swiped at a magnetic strip reader;
- b) your Card’s chip to be read by a chip terminal; or
- c) your signature or PIN to authorize the transaction.

“EZ-Link” means the stored value facility of which EZ-Link is the holder and operator. The facility enables the Cardholder to pay for travel on public transport or for goods and services sold or offered by EZ-Link’s Merchants from time to time.

“Information” means information regarding the money or other relevant particulars relating to you, or the Account or any Transaction;

“Mainland China” means People’s Republic of China excluding Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan;

“Merchant” means any person, firm, organization, corporation every where in the world which enters into an agreement with us, or any member or licensee of China Union Pay and Visa or EZ-Link any other electronic service provider relating to the use and/or acceptance of a Card in payment to such person whether for goods, services or charges provided or incurred (for clarity, “Merchant” includes future Merchant);

“PIN” means any Personal Identification Number and/or Password and/or any other form of electronic identification/signature, issued by us to you pursuant to the terms in this Agreement;

“Transaction” means any transaction or instruction effected or issued, or purported to be effected or issued, by you through the Card;

“Point of Sale transactions” means transactions initiated at Merchants’ point of sale terminals;

“RMB” or **“Renminbi”** means the legal currency of Mainland China;

“Spending Limit” means the maximum permissible limit prescribed by us or agreed between us in respect of total Card transactions effected in a day;

“S\$” or **“SGD”** means the legal currency of Singapore.

“UnionPay QuickPass” means the facility which enables the Cardholder to effect Transactions

either by tapping or waving card against UnionPay QuickPass reader without requiring any signature, PIN or other such authentication on your part.

“**USD**” means the legal currency of the United States of America.

“**Visa payWave**” means the facility which enables the Cardholder to effect Transactions either by tapping or waving card against Visa payWave reader without requiring any signature, PIN or other such authentication on your part.

1. Use of Card/PIN

1.1 Receipt of Card

When your application for a Card is approved, the Card will be mailed to your latest address according our records. It is your responsibility to ensure that your latest address with us is updated from time to time. We are not liable for any loss or damage which you may suffer if you fail to receive the Card and/or the PIN for any reason. As an additional security measure, upon receipt of your Card, you should sign on the Card.

1.2 Receipt of PIN

Certain services require the use of a PIN together with the Card. We may send you the Card and a mailer to create a PIN separately to your latest address according our records. It is your responsibility to ensure that your latest address with us is updated from time to time. We are not liable for any loss or damage which you may suffer if you fail to receive the PIN. Alternatively, you may create the PIN at any of our branches.

1.3 Activation of Card

By using the Card and/or the PIN for any Transaction, you are deemed to have read, understood and accepted each and every term of this Agreement. Due to security reasons, the Card sent to you is not activated and cannot be used yet. Card activation is compulsory prior to usage of the Card. You must follow the steps as instructed by us and activate the Card before usage.

1.4 Use of Card/PIN

Only you can use the Card and/or the PIN to effect the Transactions during the validity period printed on the Card subject to the terms and conditions of this Agreement. The Card remains our property at all times. At our request which may be made at any time, you must immediately return the Card cut in half to us. You must not use (whether with or without your knowledge) the Card and/or the PIN to effect any Transaction which would contravene the laws of any jurisdiction.

1.5 Safeguard Card & PIN

You must take necessary precautions to safeguard your Card and PIN. You remain liable for all unauthorized transactions on your Card until you notify us of the loss or theft of your Card or disclosure of your PIN in accordance to clause 4.2.

1.6 Services offered by our Merchants

If we make it available at our discretion by partnering with any Merchant of our choice, then you may use your Card for to effect authorised transactions, including transactions through the ATM at our discretion. No other person is allowed to use the Card to make any transactions. We may determine at our sole discretion the facilities that you may utilize using your Card. Should we decide to, we may also modify any such facilities. Selection of Merchant is at our or our strategic partner's sole discretion and we are not obliged to give you reasons for selection or otherwise.

1.7 Point of Sale Transactions

If we make it available at our discretion by partnering with Merchant of our choice, then you may effect Point of Sale transactions via signature and/or via PIN at any Merchant's Point of Sale terminals at our discretion. Selection of Merchant is at our or our strategic partner's sole discretion and we are not obliged to give you reason for selection or otherwise.

2. Spending Limit

2.1 Card Spend

Card Spend transacted in a certain Currency will be settled in the linked Currency Account or such other account as designated by you. For clarity, if you have a Renminbi account with us and have given us instructions to link the Renminbi account to the Card for settlement, we will process it on the day of the transaction is made using the Card. If you do not have a Renminbi account with us, subject to our approval, you may choose to link any other account with us in any currency for the settlement of the transactions in Renminbi or any other Currencies acceptable to us. All foreign currency exchange charges will be borne by you. Unless we agree otherwise, the date the foreign currency conversion will be the date the transaction is made using your Card. For clarity, you agree that our decision on the date transaction made using your Card based on our available records are final and conclusive.

2.2 Card Spend in Currencies not available on the Card

Where the Card Transaction is in a currency that is not one of the Currencies available on the Card or linked to the Card, the transactions will be settled in SGD. Subject to our approval, you may choose to link any account in any currency for the settlement of the transactions in SGD. All foreign currency exchange charges will be borne by you. Unless we agree otherwise, the date the foreign currency conversion will be the date the

transaction is made using your Card.

2.3 Spending Limit

We may impose a Spending Limit on all Point of Sale (whether effected via signature and/or PIN) transactions. Different spending limits may apply for Card based transactions or PIN based transactions. We reserve the right to change the Spending Limit without prior consent from you but we will give you prior notice if we do so. Please check with the Bank whether your card comes with a Spending Limit.

2.4 Hold On Account

We may set aside or place a hold on your Account in respect of any transaction on any currency on the day such transaction is presented to us for payment or on the day we receive notice of such transaction. Such an amount set aside or held is only an estimated sum of the actual transaction and may not be identical to the actual transaction. Should we set aside or hold any amount, the available balance in your Account shall be reduced by such amounts that we set aside. You may not stop payment on such transaction nor use any sum set aside or held by us. Where applicable, we may set aside or hold such sums for up to 10 days after which we shall debit your Account for the full amount of the actual transaction.

2.5 Charges Not To Exceed Spending Limit

You may effect a Card Transaction only if there are sufficient funds in your Account to cover such transactions and the total charges incurred under your Account shall not exceed the Spending Limit (if any) that we set for your Account or the positive balance available in your Account. You must not effect or attempt to effect any card transaction that would result in your Spending Limit being exceeded. We may also refuse to authorise any transaction that you wish to effect even if such transaction would not cause your Spending Limit (if any) to be exceeded. We need not give you prior notice or reason for the refusal.

3. ATM Limit & Cash Withdrawal

3.1 ATM Limit

An ATM Limit will apply to your Card. We reserve the right to change the ATM Limit without prior consent from you but we will give you prior notice if we do so.

3.2 ATM Withdrawal Outside Singapore

If we agree, you may withdraw money from ATMs outside Singapore in the currency agreed by us subject to terms and charges we may impose. We may set an ATM Limit in relation to your Account for this purpose, which we may vary without your prior consent but

we will give you prior notice. You must not use or attempt to use your Card to effect any cash withdrawal or any other transactions if the ATM Limit or available balance in your Account would be exceeded. Withdrawal of money from ATM outside Singapore requires additional activation before use. Please contact us for details. You agree that any withdrawal of money from ATM outside Singapore that involves foreign currency conversion will be made on such conversion rate that we determine.

4. Account

4.1 Linking of accounts

You may choose to link the Card to any account in any currency that you have with us. If you link more than one account to the Card, you must instruct us on the priority of deduction in respect of the accounts for settlement of charges post to your Card.

4.2 Your Liability For Transactions

You are liable for all authorised card transactions and cash advances. In addition, you shall be responsible for unauthorised transactions made, up to S\$100, referred to in Clause 5.3 below.

4.3 Overdrawn Accounts

We do not allow your Account to be overdrawn. As such, we will not authorize or allow any Card Transaction that would result in your Account being overdrawn and/or Spend Limit being exceeded as a consequence and we are not liable for any loss that you or any other third party may incur as a result of this.

4.4 Change of Account

Subject to our approval, you may change your existing Account linked to the Card. The new designated account and the change will take effect from any date that we determine. Until we have approved the change of your new designated account, this Agreement shall continue to apply to any Card Transactions for which amounts have been set-aside to the previous Account.

4.5 Earmarking of Account Balances

We are entitled to retain the balance on your Account for up to ninety (90) days after the date when your Account is closed or terminated (whether by you or by us). Our rights under this Agreement shall not cease after the termination of the Account; and we have the right to continue debiting your Account with charges (if any) and/or card transactions effected before or after the closure or termination of the Account. Your liability to us under this Agreement for any balance due to us shall continue.

4.6 Joint account

If we agree, you may link the Card to a joint account. Both you and your joint account holder will be issued a Card. You and your joint account holder's liabilities are joint and several. Termination of the Card does not terminate the Account.

5. Loss/ Theft of Card/ Disclosure of PIN

5.1 Duty To Prevent Loss/ Theft/ Fraud

Your Card remains our property at all times and must be returned to us on request or on cancellation or termination of the Card and/or this Agreement. You must keep your Card securely and ensure that your Account number and PIN are not disclosed to any other person. The Card is to be used solely by you and must not be transferred or pledged as security in any way.

5.1A You should at all times keep your Card safe and keep your PIN secret to prevent fraud. In particular, you should:-

- (a) destroy the original print copy of the PIN;
- (b) not allow anyone else use your Card or the PIN card;
- (c) not write your PIN on the Card;
- (d) not use easily accessible personal information (eg. your phone number) as your PIN.

Please note that the measures set out in 5.1A are non exhaustive, these are some actions that you can do to keep your Card and PIN safe.

5.2 Liability For Lost/Stolen Cards

If your Card is lost or stolen or if the PIN is disclosed without your authorisation, your liability for unauthorized transactions effected after such loss, theft or unauthorised disclosure is limited to S\$100 only if:

- (a) you have immediately notified us of the loss, theft or unauthorised disclosure;
- (b) you assist us in the recovery of the unauthorised charges incurred;
- (c) you furnish us with a police report accompanied by written confirmation of the loss, theft or unauthorized disclosure and any other information that we may require; and
- (d) we are satisfied that such loss, theft or unauthorised disclosure is not due to your negligence or default.

You will not be liable for any transactions carried out after we have been notified of the loss, theft or disclosure.

5.3 Recovery of Lost/Stolen Card

If you recover the lost or stolen Card, you must immediately return the said Card to us cut in half without using it.

5.4 Replacement of Card or PIN

Following the occurrence of any event referred to in Clause 4.3 above, we may at our discretion issue a replacement PIN and/or Card and charge a replacement fee.

6. Fees & Charges

6.1 Cash Withdrawal Fee

We may debit your Account with a fee for each cash withdrawal outside Singapore. Please check with us for details on the charges.

6.2 Other Charges

In addition to the above, we may also debit your Account and/or any account you maintain with us where applicable for the following charges (the list is not exhaustive):

- (a) annual fee a non-refundable service fee for the maintenance of your Card and/or Account;
- (b) administrative fee for production of documents an administrative fee for any replacement card or documents relating to your Card;
- (c) service charge/administration fee any action taken by us in carrying out any of your instructions and/or requests relating to your Account, whether such service or action is referred to or contemplated in this Agreement or otherwise;
- (d) charges, fees, withdrawals and payments for the provision and/or use (authorised or unauthorised) of the Card and any other liabilities to, and loss suffered by, us as a result of the provision and/or use of the Card; and
- (e) if your Account remain dormant for a period we stipulate. (Check further with our branch for details).

6.3 Right To Vary Charges

We may at our discretion vary the rate or amount of any charge, fee payable under this Agreement. If we do so, we will give you at least 30 days notice before the effective of the change using the method stated in clause 10.2 below.

6.4 Goods And Services Tax

You shall be responsible for all goods and services tax and all taxes imposed on or payable in respect of any amount required to be paid under this Agreement. We may debit the amount of such tax to your Account or debit the amount from any Account(s) you maintain with us.

6.5 Charges Resulting In Overdrawn Account

We shall be entitled to debit your Account or any other Account(s) you maintain with us in respect of any sum owed by you to us (whether incurred as card transactions, fees,

charges or otherwise) even if your Account would be overdrawn as a consequence.

6.6 Reversal of Entries

If any payment has been made by us as a result of your use or purported use of Card:

- (a) and the Account was consequently debited, but the debit was reversed in error or the Account was not debited at all; or
- (b) after any payment instruction was given on the Account but before such payment instruction has been honoured, then we shall be entitled to correct the Account by (i) debiting the Account with the amount paid by us; or (ii) by dishonouring or returning cheques or other instruments and reversing the payment instruction, if there are insufficient funds available in the Account, as the case may be.

6.7 Use of Card Outside Singapore

Transactions in foreign currency (other than Currencies available on the Card) shall be converted to Singapore dollars on the date of conversion based on the prevailing wholesale currency market rates or the government-mandated rate, as shall be determined by the respective card associations, namely China Union Pay and/or Visa. The rate used for the conversion may be different from the rate in effect on the date of the transaction due to market fluctuation. All transactions in foreign currency are subject to a charge imposed by the respective card associations, either as a reimbursement charge representing the charge imposed on us or as a direct charge to you.

7. Termination of Use of Card And Account

7.1 Our Right To Terminate

We may suspend or terminate your Account(s) or your usage of the Card at any time without having to give any reasons or notice. Upon termination, you will not use or attempt to use the PIN and/or Card. Any such use shall be fraudulent. If the use of the Card is terminated by us for any reason, you must return the Card to us cut in half. There will be no refund of any fees payable upon the termination of the Card for any reason.

7.2 Your Right To Terminate

You may terminate your Account(s) or your use of the Card at any time by giving us written notice and returning to us (if applicable) the Card cut in half. You may also terminate this Agreement by giving us written notice and (if applicable) surrendering the Card. Upon termination, you will not use or attempt to use the PIN and/or Card. Any such use shall be fraudulent.

7.3 Obligations Upon Termination

If your Account is terminated for whatever reason, you must not continue to use your Card. Your obligations under this Agreement will continue and we are entitled to debit your Account or any other Account(s) you maintain with us for charges as well as card transactions that are carried out before or after the termination of your Account. You remain liable to us until all transactions and charges are paid in full.

7.4 Liability of Cardholder

You are liable to pay us on demand the balance due to us on your Card, including all charges debited to your Account.

8. Exclusions of Liability

8.1 Exclusion

We are not liable in any way any inconvenience, loss, damage or embarrassment of any nature, any injury to your credit, character and reputation:

- (a) if your Card or PIN(s) be rejected by a Merchant or any terminal used to process card transactions or if we refuse for any reason to authorise any Card Transaction;
- (b) for any malfunction, defect or error in any terminal used to process Card Transactions, or other machines or system of authorisation whether belonging to or operated by us or other persons;
- (c) for any delay or inability on our part to perform any of our obligations under this Agreement or otherwise if such delay or inability arises from a failure of, or any unauthorised and/or unlawful access to, any machine, data processing system, transmission link or arising from any electronic, mechanical system, data processing or telecommunication defect or failure, Act of God, civil disturbance, war or warlike hostilities, civil commotions, industrial disputes, riots, blockades, embargoes, sabotage, strikes, lock-outs, fire, flood, shortage of material or labour, delay in deliveries from sub-contractors or any event outside our control or the control of any of our servants, agents or contractors or any fraud or forgery;
- (d) for any inability to retrieve any data or information that may be stored in your Card or any microchip or circuit or device in your Card;
- (e) for our compliance with any instruction given or purported to be given by you relating to the Card, notwithstanding that the integrity of the information comprised in such instruction may have been compromised or impaired during transmission, provided that such compromise or impairment would not have been apparent to a reasonable person receiving such instruction;
- (f) if you are deprived of the use of the Card as a consequence of any action by us and/or any Merchant; or
- (g) if the Card not being available for usage due to system maintenance or breakdown/non-availability of any network, failure of any machine, system

- authorization, data processing or communication system or transmission to any link; or
- (h) any services provided by or inability to provide by any equipment or software providers, any service provider, any network providers (including but not limited to telecommunications providers, Internet browser providers and Internet access providers), any Merchant, or any agent or subcontractor of any of the foregoing;
 - (i) if we ask for the return of the Card.
 - (j) inability to retrieve any data or information that may be stored in any microchip or circuit howsoever caused, failure in the performance or function or breakdown or disruption of our computers (whether hardware or software), machinery, equipment, products and/or systems maintained by, used for by us, 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;
 - (l) for any delay in the release of any amount placed on hold on the Account;
 - (m) for any failure by us to honour cheques drawn or follow payment instructions from you due to insufficient available balance in the Account (including situation where 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);
 - (n) if 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 us (including but not limited to a presentment by electronic means) notwithstanding that such requests or notices were unauthorised or forged or that the Card Transaction was not carried out or was rescinded.

In any event, we are not liable for anything done or omitted to be done except in the case of our gross negligence or willful default.

8.2 Problems With Goods & Services

We are not liable in any way should you encounter any problems with the goods and services that you obtain through the use of your Card nor are we responsible for any benefits, discounts or programmes of any Merchant that we make available to you. Notwithstanding the non-delivery or non-performance or defects in any such goods and services, we shall be entitled to debit your Account or any other Account(s) you maintain with us the full amount pursuant to that Card Transaction. All disputes regarding the goods and services must be settled directly with the Merchant.

8.3 No Liability For Consequential Loss

Neither we nor any Merchant shall be responsible in any way for any direct, indirect, special or consequential, economic or other damages arising in any way from the use of the Card and/or the PIN.

9. Conclusiveness of Documents And Certificates

Any of our records relating to card transactions with your signature or authorised by your PIN are conclusive evidence of their accuracy and authenticity and shall be binding on you for all purposes. You shall also notify us if you discover any errors or inaccuracies in any Account statement. If you fail to inform us of any error or inaccuracy in the Account statement within fourteen (14) days from your receiving it, the contents of the Account statement shall be conclusive and binding on you.

10. Amendments

10.1 Changes To Agreement

We may change the contents of this Agreement and/or create new terms and conditions at any time by notifying you of the changes. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice. If you do not accept such change(s), you must discontinue the use of the Card cut it into halves and return to us. If you continue to use the Card after such notification, you are deemed to have agreed with and accepted such change(s).

10.2 Notification of Changes

We may provide written notice to you of any changes to the terms and conditions in this Agreement by any of the following method:-

- (a) publishing such changes in your statements;
- (b) displaying such changes at our branches or automated teller machines;
- (c) posting such changes on our website;
- (d) electronic mail or letter to you in accordance to our latest records;
- (e) publishing such changes in any local newspapers; or
- (f) such other means of communication as we may determine.

11. Disclosure of Information

11.1 Parties To Whom Disclosure May Be Made

You authorise us to disclose any information relating to you, the Card Account and Card transactions effected by you using the Card to :

- (a) any person or organisation participating in the provision of electronic or any other services in connection with banking services or usage or benefits made available or utilised by you, whether in Singapore or outside Singapore for the purpose of the operation of the said services, including but not limited to investigating discrepancies, errors or claims;
- (b) banks, credit or charge card companies or Merchants in credit or charge card enquiries; outsourced agents appointed by us for the purpose of making, printing, mailing, storing microfilming and/or filing personalized cheques, statements of accounts, cards, labels, mailers or any other documents or items on which your name and/or other particulars appear, or any data or records or any documents whatsoever;

- (c) any information garnering or processing organisation or department or consultant conducting survey(s) or analyses or developing system applications on our behalf;
- (d) any person or organisation for the purpose of marketing or promoting any services or products whether our own or tied up by us;
- (e) China Union Pay, Visa or such other card association ;
- (f) our head office and related corporations (as such term is defined in the Companies Act, Chapter 50 of Singapore) for risk management purpose, for monitoring credit exposures across the Group to you and for cross-selling purposes. "Group" means our holding company and any subsidiaries of our holding company;
- (g) any government agency or authority or courts in Singapore or in the jurisdiction where our head office or any other overseas branches is situated; or
- (h) any person or organisation for the purpose of collecting or recovering on our behalf, or securing for your benefit or repaying on your behalf, any sums of money owing to us from you;
- (i) any Merchant or third party which has a legitimate business purpose for obtaining such information, including offering you products or services in connection with or to facilitate the usage of the Card;
- (j) any person or organisation where such disclosure is necessary to complete any Transaction; or
- (k) any person or organisation involved in the sending or delivering of any communication to your last known address on our records. For the purposes of this clause, communication shall include all forms of direct mailers and advertisements (including messages printed on envelopes with our name and logo).
- (l) any third party as we may deem necessary for the purposes of and/or in connection with (but not limited to) the provision of the Card, the EZ-Link Facility, EZ-Reload and other services relating to this Card and your use of the Card

11.2 Personal Data Protection

You give us, our holding company or head office, branches, subsidiaries, representative offices, affiliates and associated or related corporations of our head office or holding company wherever located, our strategic partners, agents, authorized service providers, consultants, advisers and relevant third parties ("Authorized Representatives") permission to collect, use and disclose your Personal Data for the purposes reasonably required by us and the Authorized Representatives to perform our/their contractual obligations hereunder/or to provide the services hereunder. The purposes are set out in the Personal Data Protection Policy which is accessible at our website or will be made available at the branch upon request.

11.3 Additional Rights

Our rights under this Clause shall be in addition and without prejudice to other rights of disclosures available pursuant to the Banking Act, Chapter 19 of Singapore (as may be

amended and substituted from time to time) or any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

11.4 Acknowledgement

You acknowledge that there may be inadvertent disclosure of Information by us and/or any of our officials in the course of providing information, whether to third parties in Singapore or otherwise, relevant to transactions made or purported to be made by you and you consent to such inadvertent disclosure and equipment and software providers, service providers, network providers (including but not limited to telecommunications providers, Internet browser providers or Internet access providers) and third parties may have or be able to gain access to any Information transmitted over the relevant system, and you agree not to hold us liable in any way in this respect.

11.5 No Liability For Disclosure Permitted Under Agreement

Neither we nor any of our employees or directors shall be liable for any loss or damage suffered by you or as a result of any disclosure of any Information which you have consented to us and/or any of them disclosing.

11.6 Provision of Information

You must provide us with any information or documentation that we may reasonable request relating to your use of the Card and shall cooperate with us in any related investigation or litigation.

12. Set Off And Consolidation

12.1 Extent of Our Rights

We shall be entitled at any time and without notice to you combine or consolidate the moneys in any of your accounts maintained with us (whether matured or not) and/or set off or transfer any sums that your account(s) is in credit of, towards the repayment of sums owed by you to us on regardless of whether we have terminated the use of your Card or Account and/or whether the balance owed to us has become due or payable.

13. SMS Alerts Service

13.1 We provide you with SMS Alerts ("Alert") service free of charge. Alert notifications will be sent via Short Message Service ("SMS") to you at our discretion based on pre-determined criteria as follows:

- (a) First card usage alerts;
- (b) Transactions alerts, both local and overseas; and
- (c) Suspicious or irregular transaction alerts. The service is subject to the terms and conditions of your mobile phone service provider. We do not charge for providing you with the Alerts, you must ensure that your mobile phone and number is able to receive text messaging both in Singapore and overseas, and you are be

responsible for any fee imposed by your respective mobile phone service provider. If you are overseas, your service provider may charge you additional charges for receiving the Alerts. Please check with them for details. It is your responsibility to ensure that your most updated mobile number has been made known to us for purposes of receiving the Alerts.

- 13.2 Each Alert is not encrypted and may include details pertaining to your Transaction(s). You are responsible for the security of your mobile phone. We shall not be liable in any way to any party should any Alert be viewed or accessed by any other persons.
- 13.3 We shall not be liable for any or all losses, damage, expenses, fees, costs (including legal costs on a full indemnity basis) that may arise, directly or indirectly, in whole or in part, from
- (a) the non-delivery, the delayed delivery, or the misdirected delivery of an Alert;
 - (b) the non-receipt of an Alert;
 - (c) inaccurate or incomplete content in an Alert;
 - (d) reliance on or use of the information provided in an Alert for any purpose; or
 - (e) any third party, whether authorized or not, obtaining your Cardholder account information contained in the Alert by accessing your mobile phone.
- 13.4 An Alert does not constitute a record for the Account or card transaction to which it pertains. We do not assume any additional responsibility or obligation in respect of the use of, or any transaction or eventuality involving the Account. The Alert service does not free you from the responsibility of safeguarding the physical security and authorised use of your card or Account, and it does not entail that we will automatically be liable for any unauthorised transaction that may be charged to the Account.
- 13.5 You must inform us in writing if you do not wish to receive any Alerts. If you change your mind later, you may inform us in writing or go to any of our branches to subscribe for the Alert again.

14. Transactions Involving Foreign Currency, Set Off & Consolidation

- 14.1 If the currency of any card transaction is different from that which your Account is maintained, we shall be entitled to convert such transaction into the currency of your Account or any other currency at such rate(s) of exchange as we may determine; and debit your Account with the amount of the card transaction. We may charge, credit and debit, as applicable, all sums payable to us under this Agreement to your Account and for this purpose convert credits and charges incurred into the currency of your Account at such rate (s) of exchange as we may determine.
- 14.2 Where any set off or consolidation undertaken by us involves the conversion of one currency to another, we will make the necessary conversion at our prevailing currency exchange. Any losses that may arise from such conversion shall not be recoverable from us.

15. Additional Benefits, Services Or Programmes

We may provide at our sole discretion, additional services, benefits or programmes in connection with the use of your Card. Such additional services where provided, do not form part of our legal relationship with you and we may withdraw or change these services at any time without notice to you. Those additional services, benefit or programmes may be subject to their own terms and conditions.

16. Indemnity & Recovery of Costs

16.1 You will indemnify us against any liability, loss, damage, including solicitor and client costs and expenses (legal or otherwise) which we may sustain or incur, directly or indirectly, by reason of our having made available the Card or having entered into this Agreement with you or enforcement of our rights under this Agreement or in acting upon any instructions which you may give in relation to the Card or any negligence, fraud and/or misconduct on your part or on the part of any agents or representatives of yours or your breach of this Agreement.

16.2 Any costs, fees or expenses (including legal costs) that are incurred by us as a result of your breach of the terms and conditions of this Agreement or arising out of our enforcement of any of our rights shall be recoverable by us from you on a full indemnity basis.

17. Instructions From You

All requests or instructions from you must be in writing and signed by you. Subject to you giving us indemnity in a format acceptable to us, we may choose to accept any instruction from you made through electronic mail, facsimile transmission and in the case of the telephone, such instruction that we believe is given by you even if you had not actually given such instructions. Any non-written instructions shall be given to us at your risk and we shall not be responsible for any loss or damage that you may suffer.

18. Communication & Service of Documents

18.1 Communication

We may send any Card notices, Account statements or any other communication to you by facsimile transmission, short message system (SMS), electronic mail, ordinary prepaid post or personal delivery to your last known address in our record. Communication and notices sent by facsimile shall be considered to have been sent and received by you on the same day. Communication and notices sent by pre-paid mail shall be considered to have been delivered on the day immediately after the date of posting if sent by post in Singapore, and considered delivered five (5) days after the date of posting if sent outside of Singapore.

18.2 Service of Documents

We may serve you with a writ of summons, statement of claim or any other legal process or document requiring personal service by delivering it personally, sending it by ordinary post or by leaving it at your last known address (whether a post office address or private residence or business residence or otherwise). You will be considered to have been properly served on the date of delivery if we deliver process personally to you, or served on the next date after the date of posting if process is posted to you. In addition to these two (2) methods of service, we may serve you in any other method permitted by law.

19. Card Facilities

You agree and acknowledge that in utilising any of the Card Facilities we make available to you, you shall be bound by terms and conditions governing the use of such facility (whether by us or the operator). Where there is any inconsistency between the aforesaid terms and conditions and this Agreement, the terms of this Agreement shall prevail.

20. Visa payWave (where applicable)

20.1 The Visa payWave facility of the Card may be used to carry out Card Transactions at all Visa payWave point-of-sale terminals and at such other readers or system we may from time to time prescribe ("**Visa payWave Readers**").

20.2 You may use the Card to effect Card Transactions through Visa payWave Readers provided that the value of each Card Transaction does not exceed S\$100 or such other amount as may be prescribed from time to time without further notice to you ("**Visa payWave Transaction Limit**"). You may be required to sign on the transaction slip, provide PIN or provide other form of authentication from time to time as we may prescribe for your payment through Visa payWave if it exceeds the Visa payWave Transaction Limit. Please check this with the Merchant before effecting payment exceeding the Visa payWave Transaction Limit.

20.3 You are advised to check the Card Transaction amount carefully before effecting payment through Visa payWave.

20A Visa Click to Pay

20A.1 The Visa Click to Pay is an online checkout experience which eliminates the need to enter Card details manually at payment checkout ("**Visa Click to Pay**"). You can store your payment details and shipping preferences to speed up the checkout process at all participating merchants.

20A.2 The limits for Visa Click to Pay are SGD100 per transaction and SGD100 daily cumulative.

21. UnionPay QuickPass (where applicable)

- 21.1 The UnionPay QuickPass facility of the Card may be used to carry out Card Transactions at all UnionPay QuickPass point-of-sale terminals and at such other readers or system we may from time to time prescribe (“**UnionPay QuickPass Readers**”).
- 21.2. You may use the Card to effect Card Transactions through UnionPay QuickPass Readers provided that the value of each Card Transaction does not exceed S\$100 or such other amount as may be prescribed from time to time without further notice to you (“**UnionPay QuickPass Transaction Limit**”). You may be required to sign on the transaction slip, provide PIN or provide other form of authentication from time to time as we may prescribe for your payment through UnionPay QuickPass if it exceeds the UnionPay QuickPass Transaction Limit. Please check this with the Merchant before effecting payment exceeding the UnionPay QuickPass Transaction Limit.
- 21.3 You are advised to check the Card Transaction amount carefully before effecting payment through UnionPay QuickPass.

22. Contactless Facilities (where applicable)

By accepting and using the Card with Contactless Facilities, you acknowledge the ease of which unauthorized Contactless Transactions may be carried out and accept the risk of unauthorized Contactless Transactions. Notwithstanding the generality of the foregoing, neither we nor any of our respective agents shall be liable, whether or not arising out of the negligence for any losses, damages, expenses, claims, liability and costs (including solicitor and client basis) that you may incur or suffer in connection with:

- (a) the use or issue of the facility incorporated in the Card; or
- (b) the unavailability of any equipment, software, or system for processing the Card Transaction, or any delay or detention arising from your use of the Contactless Facility (including the case where the payment facility in the Card is defective).

23. EZ-Link and EZ-Reload Facilities

23.1 Terms and Conditions of Use

You may choose to use the Card for purpose of EZ-Reload (defined below). You acknowledge that your use of these facilities is also subject to the terms and conditions held out by EZ-Link, and which may be amended from time to time without further notice to you. You agree that your continued usage of the EZ-Link facility indicates your acceptance to the prevailing terms and any changes by EZ-Link hereafter. For more details, please refer to www.ez-link.com.sg. If this Agreement and the terms of EZ-Link are in conflict, EZ-Link terms prevail only to the extent that such inconsistencies are in relation to the usage of the EZ-Link facility. Other terms in this Agreement shall prevail in all other aspects.

23.2 EZ-Reload (where applicable)

- (a) EZ-Reload is a service provided by EZ-Link to automatically top-up your Card when there are insufficient funds for payment. This service is provided solely by EZ-Link. Please refer to www.ez-link.com.sg for more details on how to use this service.
- (b) We reserve the right to revoke validity and/or blacklist the EZ-Link Facility in the Card for reasons such as we suspect that the Card has been tampered with or counterfeited or fraudulently used and the list is not exhaustive.
- (c) If your Card is lost or stolen, we shall not be liable for any losses suffered thereto in relation to the EZ-Reload Facility (including but not limited to any balance you have in the EZ-Reload). You shall be solely responsible in ensuring that the use of EZ-Reload in the Card is discontinued.
- (d) Any dispute you have in relation to the use of EZ-Reload shall be resolved with EZ-Link and the Issuing Bank of the credit card and/or bank account tied to the EZ-Reload facility,

23.3 Bank's Liability

Except where otherwise provided, and provided always that there is no negligent or fraud on your part, the maximum liability of the Bank shall be limited to the stored value on the EZ-Link Facility in the Card as at the date of the alleged claim. If EZ-Link is unable to determine the stored value in the Card as at the date of alleged claim, the Bank shall not be liable.

23.4 Refund

- (a) The amount of refund shall be determined conclusively by EZ-Link or us (as the case may be) and will be refunded in accordance with the terms and conditions by EZ-Link. If the Card has expired, or if the Card and/or its data have been destroyed such that EZ-Link is unable to determine the remaining stored value, no refund of the remaining stored value can be made.
- (b) On receipt of the refund, you agree that we, EZ-Link and our agents shall be discharge from any liability to you.
- (c) We reserve the right not to refund the remaining stored value if we are satisfied that the Card has been tampered with and/or fraudulently used.

23.5 Faulty or Corrupted Facility

- (a) If the EZ-Link Facility is suspected to be faulty or corrupted, please approach EZ-Link for further assistance. If the said Facility is found to be faulty or corrupted by EZ-Link, we may issue a new Card to you at your request subject to our usual policy and procedure on issuance of Cards. A fee may be chargeable at our discretion for the issuance of the new Card and you agree to the fees and authorized us to deduct the said charges from any of your account linked to the Card.
- (b) We reserve the right not to issue a new Card in the event that the Card was intentionally tampered with, and or damaged by failure to take care.

24. Waiver

No failure to exercise, nor any delay in exercising, on our part any right or remedy under

this Agreement will operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. Our rights and remedies in this Agreement are cumulative and not exclusive of any other rights or remedies provided by law.

25. Debit Card Agreement To Prevail

The provisions of this Agreement shall supplement and not replace the provisions of any agreement you may have us with respect to any Account, any other agreement(s) between us and you or any of our rights arising under any such agreement(s). Should the provisions of this Agreement and the provisions of any such other agreement conflict, the provisions of this Agreement shall prevail.

26. Account Terms & Internet Banking Terms

In addition to this Agreement, the use of the Card is also subject to our prevailing Account Terms and Internet Banking Terms. If there is any conflict or inconsistency between this Agreement, the prevailing Accounts Terms, and Internet Banking Terms this Agreement will prevail only if such inconsistencies relates to the use of the Card. The Account Terms prevail in all other matter in respect of the operation of the account and the Internet Banking Terms prevails in respect of the internet banking services. The latest available version of the Account Terms and Internet Banking Terms are available at our website www.icbc.com.sg or available upon request at any of our branches.

27. FATCA Policy

The Bank's FATCA Policy (the "FATCA Policy") forms part of this Agreement and shall be binding on you. You agree to comply with and adhere to the FATCA Policy, which is accessible at www.icbc.com.sg or available on request. You should read the FATCA Policy together with this Agreement. This Agreement is subject to the FATCA Policy. Should there be any conflict or inconsistency between any of the contents of the FATCA Policy and this Agreement, the contents of the FATCA Policy shall prevail.

28. Severability

If any term of this Agreement is unlawful or unenforceable under any applicable law, it will, to the extent permitted by such law, be severed from this Agreement and rendered ineffective where possible without modifying the other terms of this Agreement.

29. Assignment

You are not allowed to not assign any of your rights under this Agreement. We reserve our rights to assign this Agreement to any Assignee without your prior consent but we will give you notice (in accordance to clause 10.2 above) of such assignment if any.

30. Governing Law

This Agreement is subject to Singapore law and you hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

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