

# **THE AMERICAN EXPRESS® SINGAPORE AIRLINES BUSINESS CREDIT CARD TERMS AND CONDITIONS**

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# Product Highlight Sheet

Product Name	American Express Singapore Airlines Business Credit Card
Interest-free period	21 days from statement date if closing balance is paid in full
Interest on purchases (where applicable)	25.90% p.a. compounded if payment of the closing balance on your statement is not made in full by the relevant payment due date; or 29.99% p.a. compounded in the event that your Card Account has three or more defaults <sup>1</sup> and/or one default <sup>1</sup> which remains unpaid for two or more consecutive months in the last 12 months
Interest on cash advances	25.90% p.a. compounded daily from date of withdrawal until the withdrawal amount and the relevant fees are paid in full
Minimum monthly payment	3% or S\$50, whichever is higher
Late payment charges	S\$90 if minimum monthly payment is not made by due date
Annual membership fees	S\$299 (inclusive of GST) waived for the first year
Cash advance fee	Handling fee of 5% of your withdrawal amount will apply for each withdrawal amount
Fees for foreign currency transactions	2.95%
Dynamic currency conversion fee	N.A.
Lost / stolen card liability	S\$100 (For details, refer to clause 9 of ABS Guide on "What You Should Know About Credit Cards" using the following URL <a href="https://abs.org.sg/docs/library/abs_creditcards_english.pdf">https://abs.org.sg/docs/library/abs_creditcards_english.pdf</a> )
There may be circumstances in which you have to pay other fees. See the Cardmember Agreement and full Terms and Conditions at <a href="https://business.americanexpress.com/sg/cardtermandconditions">https://business.americanexpress.com/sg/cardtermandconditions</a>	

Note:

- (a) You are in default if minimum payment is not received by us on the payment due date stated on your monthly statement.



**American Express International, Inc.** (UEN S68FC1878J)

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# Important Information on your American Express Card

## 1. Cardmember Agreement

The Cardmember Agreement for the American Express Singapore Airlines Business Credit Card (as may be amended, substituted or supplemented by us from time to time) shall govern the use of your Card Account. A copy of the prevailing Cardmember Agreement is made available on the American Express website at <https://business.americanexpress.com/sg/cardtermandconditions>. In the event of any inconsistency between the information in this leaflet and the Cardmember Agreement, the Cardmember Agreement shall prevail.

## 2. Finance Charges for Purchases

If payment of the closing balance in your statement is not made in full by the relevant payment due date, a finance charge at the applicable interest rate of 25.90% p.a. (subject to compounding) will be levied from each transaction date on all charges in the statement and all new charges posted after the statement date. Please refer to Cardmember Agreement for the basis of interest computation.

## 3. Repayment Grace Period

The repayment grace period is 21 days from the date of the statement of Account.

## 4. Minimum Monthly Payment

The minimum payment amount due on your statement of Account is 3% of the outstanding balance reflected on your statement of Account plus the total sum of any overdue minimum payment and late payment charges, and any amount exceeding your credit limit, or S\$50, whichever is greater.

## 5. Credit Card Interest Rate Policy

This is American Express' policy about how we adjust Credit Card interest rates based on your payment history. Under this policy, in the event we do not receive from you the minimum payment amount due on your statement of Account by the relevant payment due date, you will be in default. If you have three or more defaults and/or one default which remains unpaid for two or more consecutive months in the last 12 months, we may adjust the interest rate applicable to your Card Account from 25.90% p.a. to 29.99% p.a (subject to compounding). Thereafter, If you maintain a good credit record for 12 consecutive months, and your Card Account is not cancelled or terminated, your interest rate may be reinstated to our prevailing base interest rate.

## 6. Late Payment Charges

A late payment fee of S\$90 per month will be charged if the minimum payment amount is not received by the due date.

## 7. Cash Advance Charges

A handling fee of 5% of your cash withdrawal amount will apply for each withdrawal amount. A finance charge of 25.90% p.a. will be levied on the cash withdrawal amount from the relevant withdrawal date until the withdrawal amount and the relevant fees are paid in full.

## 8. Lost/Stolen Card Liability

Please notify us immediately on the loss of your Card. You shall not be liable for any unauthorised charges made after you have given due notification to us, provided that neither you nor any Supplementary Card Member contributed to, or was involved in or benefited from the loss, theft or misuse of the Card. Subject to the aforesaid, your liability for unauthorised Charges effected before such notice shall be limited to S\$100.

## 9. Annual Membership Fees (inclusive of GST)

TYPE OF CARD	BASIC	SUPPLEMENTARY
American Express Singapore Airlines Business Credit Card	S\$299 (inclusive of GST) First year annual membership fee for basic Card is waived.	S\$99 each. First two supplementary Cards are complimentary

## 10. Retrieval Fee for Documents

A retrieval fee of S\$10 will apply for retrieval of each statement of Account and S\$5 for retrieval of each record of charge.

## 11. Service Charge for Returned Cheques / GIRO

An administrative fee of S\$50 will be charged for any returned cheque or unsuccessful GIRO deduction.

## 12. HighFlyer Points Accrual

The business enrolled in the HighFlyer Programme or Singapore Airlines Corporate Travel Programme and whose HighFlyer membership account is linked to the Card will accrue HighFlyer Points on goods and services charged and billed on the Card Account save where American Express notifies the Card Member otherwise.

No HighFlyer Points will accrue in respect of:

- (a) Charges processed and billed prior to the Enrolment Date or charges prepaid on any Card Account prior to the first billing statement for that Card Account following the Enrolment Date.
- (b) Cash Advance and other cash services.
- (c) American Express Travellers Cheque purchases.
- (d) Charges for dishonoured cheques.
- (e) Finance charges – including Line of Credit charges and Credit Card interest charges.
- (f) Late payment and collection charges.
- (g) Tax refunds from overseas purchases.
- (h) Balance Transfer.
- (i) Instalment plans, except where American Express determines otherwise.
- (j) Annual Card fees.
- (k) Amount billed for purchase of HighFlyer points to top-up your points balance.
- (l) Purchase and top-up charges for EZ-Link cards using American Express Cards.

## 13. Foreign Exchange Charges

If we receive a transaction or refund for processing in a currency other than Singapore Dollars ("Foreign Charge"), that Foreign Charge will be converted into US Dollars first (unless it was submitted to us in US Dollars) and converted from US Dollars into Singapore Dollars. The conversion will take place on the date the Foreign Charge is processed by American Express, which may not be the same date on which the Foreign Charge was made as it depends on when the Foreign Charge was submitted to American Express. Exchange rate fluctuations can be significant. Unless a specific rate is required by applicable law or is used as a matter of local custom or convention in the territory where the transaction or refund is made (in which case we will look to be consistent with that custom or convention), you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources and the rate is set each day from Monday to Friday including public holidays except for Christmas Day and New Year's Day, increased by a single conversion commission of 2.95%.

You acknowledge that any refund of a Foreign Charge may be different to the Foreign Charge amount originally processed on your Card Account. The difference is generally because:

- the refund and Foreign Charge may be processed on different days with different rates;
- the refund may be only a partial refund for the Foreign Charge; or

- where third parties convert charges in foreign currency, those third parties may treat refunds differently to the original foreign currency charge.

When making a transaction in foreign currency, you may be presented with the choice to allow a third party (for example, the retailer) to convert the transaction into Singapore Dollars before submitting it to us. If you choose this option, then that third party will determine the exchange rate and any commission or fees payable for the currency conversion and submit that transaction to us in Singapore Dollars, meaning we will not convert the transaction or apply a currency conversion fee. It is your decision whether to use such third party currency conversion or not and in such cases, you should check the fees and charges before completing the transaction to ensure that you do not pay more than necessary.

### **13A. Enforcement Expenses**

You and/or the Company will pay us our reasonable costs in recovering or attempting to recover Charges, including solicitor's fees on a solicitor/client basis, except as prohibited by law.

### **14. Privileges and Benefits**

Terms and Conditions apply to privileges or benefits on the American Express Singapore Airlines Business Credit Card. A copy of the prevailing Terms and Conditions is made available on the American Express website at <https://business.americanexpress.com/sg/cardtermmandconditions>. American Express reserves the right to change, suspend or terminate privileges or benefits on the American Express Singapore Airlines Business Credit Card at its sole discretion at any time without prior notice. The provision of such privileges, services, activities or benefits is the responsibility of the respective merchant and/or service establishment. American Express acts solely as a payment provider and is not responsible or liable in the event that such privileges, services, activities or benefits are not provided or fulfilled by the merchant and/or service establishment. Cardmembers acknowledge that any disputes in relation to the above are to be directed solely to the merchant and/or service establishment providing such privileges services, activities or benefits.



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# THE AMERICAN EXPRESS SINGAPORE AIRLINES BUSINESS CREDIT CARD BENEFITS TERMS AND CONDITIONS

## **GENERAL TERMS AND CONDITIONS**

To enjoy these privileges or benefits, Card Members must present their American Express Singapore Airlines Business Credit Card (the “**Card**”) and all relevant charges must be made to the Card and your Card Account must be in good standing and not cancelled for any reason. Spend on eligible purchases incurred by Supplementary Card Member(s) shall accrue to the Basic Card Member.

Participation of privileges or benefits providers is subject to change without prior notice to Card Member. American Express International Inc. reserves the right to change, suspend or terminate these privileges or benefits at its sole discretion at any time without prior notice. The provision of services, activities or benefits stated is the responsibility of the respective service provider. American Express acts solely as a payment provider and is not responsible or liable in the event that such services, activities or benefits are not provided or fulfilled by the service provider. Card Members acknowledge that any disputes in relation to the above are to be directed solely to the service provider providing such services, activities or benefits.

## **FIRST YEAR ANNUAL CARD MEMBERSHIP FEE WAIVER**

First year annual Card Membership fee waiver ends on 31 March 2021 and is applicable only to first time applicants of the Card. An applicant who has an existing Card or has previously cancelled the Card is not eligible for the first-year annual fee waiver. An eligible applicant will have \$0 annual Card fee for the first year of Card Membership. After the first year, the annual Card fee for the Card will be S\$299 per year.

## **COMPLIMENTARY NIGHT’S STAY AT FAIRMONT SINGAPORE**

**Welcome Bonus Offer: Spend a min of S\$5,000 in the first 3 months to get a complimentary night’s stay at Fairmont Singapore**

The Welcome Bonus Offer of a complimentary night’s stay at Fairmont Singapore (“Welcome Bonus”) ends on 31 March 2020 and is applicable only to first time applicants of the Card. An applicant which has an existing Card or has previously cancelled the Card is not eligible for the Welcome Bonus Offer. The Welcome Bonus Offer will be awarded with S\$5,000 spend on the Card on eligible purchases of goods and services within the first partial calendar month and subsequent three (3) full calendar months of Card Membership. Card Membership begins from Card approval. Eligible Card Members will be notified via email covering details on how to redeem their complimentary night’s stay at Fairmont Hotel Singapore. Room bookings for the complimentary night’s stay must be made by 30th September 2021 and the stay must be completed before 31st December 2021.

## **EARNING HIGHFLYER POINTS**

### **(1) HighFlyer Points Earn Rate for the Card**

The HighFlyer Points earn rate for the Card is:

Spend (on eligible goods or services as described below)	HighFlyer Points Earned
Every S\$1.00	1.8 HighFlyer Points

The business enrolled in the HighFlyer Programme or Singapore Airlines Corporate Travel Programme and whose HighFlyer membership account is linked to the Card will accrue HighFlyer Points. Only full HighFlyer Points are awarded. A fraction of one

HighFlyer Point is rounded up from and including 0.50 HighFlyer Points and rounded down if it is less than 0.50 HighFlyer Points. HighFlyer Points are awarded for eligible purchases of goods or services at American Express merchants, subject to the following terms.

No HighFlyer Points will accrue in respect of:

- (a) Charges processed and billed prior to the Enrolment Date or charges prepaid on any Card Account prior to the first billing statement for that Card Account following the Enrolment Date.
- (b) Cash Advance and other cash services.
- (c) American Express Travellers Cheque purchases.
- (d) Charges for dishonoured cheques.
- (e) Finance charges – including Line of Credit charges and Credit Card interest charges.
- (f) Late payment and collection charges.
- (g) Tax refunds from overseas purchases.
- (h) Balance Transfer.
- (i) Instalment plans, except where American Express determines otherwise.
- (j) Annual Card fees.
- (k) Amount billed for purchase of HighFlyer Points to top-up your points balance.
- (l) Purchase and top-up charges for EZ-Link cards using American Express Cards.

Usage of HighFlyer Points is subject to the Singapore Airlines HighFlyer Terms and Conditions, please visit [https://www.singaporeair.com/en\\_UK/global\\_footer/highflyer/](https://www.singaporeair.com/en_UK/global_footer/highflyer/).

## **(2) Bonus HighFlyer Points with the Singapore Airlines Group**

### **(i) Bonus Earn Rate with the Singapore Airlines Group**

The HighFlyer Points earn rate for the Card is 2.5 HighFlyer Points for every S\$1.00 spent (instead of 1.8 HighFlyer Points) on eligible purchases of goods and services at Singapore Airlines, Scoot, SilkAir or KrisShop (the “**Singapore Airlines Group**”). For the avoidance of doubt, the number of HighFlyer Points earned pursuant to this offer, will be based on the amount spent on the Card and not actual distance flown on flights.

### **(ii) Additional HighFlyer Point from Singapore Airlines**

The business whose Singapore Airlines HighFlyer membership account is linked to the Card will earn 1 bonus HighFlyer Point in addition to the standard earn rate of 5 HighFlyer points (i.e. a total of 6 HighFlyer Points) awarded by Singapore Airlines for every S\$1.00 spent on eligible flights with Singapore Airlines and SilkAir. Singapore Airlines Terms and Conditions apply and individuals, travel agents, ticket brokerage firms and consolidators are not eligible for this benefit, please visit [https://www.singaporeair.com/en\\_UK/global\\_footer/highflyer/](https://www.singaporeair.com/en_UK/global_footer/highflyer/) for the Singapore Airlines HighFlyer Terms and Conditions.

### **(iii) First Year Spend Bonus with the Singapore Airlines Group**

The first spend bonus of 5,000 bonus HighFlyer Points (“**First Year SIA Group Spend Bonus**”) will be awarded with S\$500 spend or more on the Card on eligible purchases of goods or services with the Singapore Airlines Group within the first 12 months of Card Membership (“**First Spend Threshold**”). The First Year SIA Group Spend Bonus will be credited directly into the Singapore Airlines HighFlyer membership account linked to the Card and it may take 6 weeks or more for the First Year SIA Group Spend Bonus to be credited from the date the First Year Spend Threshold is met.

The First Year SIA Group Spend Bonus will only be awarded once during Card Membership.

The eligible spend excludes:

- (a) Charges processed and billed prior to the Enrolment Date or charges prepaid on any Card Account prior to the first billing statement for that Card Account following the Enrolment Date.
- (b) Cash Advance and other cash services.
- (c) American Express Travellers Cheque purchases.
- (d) Charges for dishonoured cheques.
- (e) Finance charges – including Line of Credit charges and Credit Card interest charges.
- (f) Late payment and collection charges.
- (g) Tax refunds from overseas purchases.
- (h) Balance Transfer.
- (i) Instalment plans, except where American Express determines otherwise.
- (j) Annual Card fees.
- (k) Amount billed for purchase of HighFlyer Points to top-up your points balance.
- (l) Purchase and top-up charges for EZ-Link cards using American Express Cards.

**(iv) Annual Spend Bonus with the Singapore Airlines Group**

An annual bonus of 15,000 HighFlyer Points (“**Annual SIA Group Spend Bonus**”) will be awarded with S\$10,000 spend or more on the Card on eligible purchases of goods and services with the Singapore Airlines Group within the first 12 months of Card approval and each subsequent 12 month period thereafter (each a “Qualifying Period”). The Annual SIA Group Spend Bonus will be credited directly into the Singapore Airlines HighFlyer account linked to the Card and it may take 6 weeks or more for Annual SIA Group Spend Bonus to be credited from the date the Annual Spend Threshold is met.

**KRISFLYER ELITE GOLD STATUS ACCELERATOR**

American Express Singapore Airlines Business Credit Card Members who charge S\$15,000 or more on eligible spend with the Singapore Airlines Group within the first 12 months of Card Membership, will be eligible for an upgrade to the KrisFlyer Elite Gold membership tier (“**Upgrade**”) or to nominate a registered corporate traveler to receive the Upgrade. The Upgrade will not be available to nominees of Card Members who are existing PPS Club or KrisFlyer Elite Goldmembers, or who have previously qualified for the Upgrade on the Card. If there is more than one basic American Express Singapore Airlines Business Credit Card Member (as determined with reference to your unique business or company registration number), only the first basic Card Member who meets all the required eligibility criteria will be entitled to receive the Upgrade (or nominate a registered corporate traveller to receive the Upgrade). The KrisFlyer Elite Gold status will be valid only for the first qualification and shall take effect from the date of successful redemption. You must comply with the redemption instructions, Terms and Conditions stipulated failing which the Upgrade may lapse. Subsequent re-qualification shall be in accordance with Singapore Airlines Terms and Conditions for KrisFlyer Elite Gold membership qualification. For current information on the benefits of being KrisFlyer Elite Gold member and re-qualification towards KrisFlyer Elite Gold membership, please visit:

[https://www.singaporeair.com/en\\_UK/sg/ppsclub-krisflyer/krisflyer/krisflyer-elite-gold/](https://www.singaporeair.com/en_UK/sg/ppsclub-krisflyer/krisflyer/krisflyer-elite-gold/). Singapore Airlines reserves the right to vary these Terms and Conditions or terminate this benefit without prior notice at their sole discretion.

**PRIORITY PASS LOUNGE ACCESS**

These Terms and Conditions govern all American Express Singapore Airlines Business Credit Card Members participation in and use of the Priority Pass™ program. Priority Pass is an independent airport lounge access program. As a Basic American Express Singapore Airlines Business Credit Card Member, you are entitled to complimentary Priority Pass membership and two complimentary visits to participating lounges each membership year for yourself or your accompanying guest travelling with you (where the participating lounge admits guests). Enrolment is required to receive these benefits, please enrol at:



[americanexpress.com/sg/business/benefitenrol](http://americanexpress.com/sg/business/benefitenrol) For any visits not funded by American Express, you will be charged the prevailing retail rate available on [www.prioritypass.com](http://www.prioritypass.com). By enrolling in Priority Pass, you agree that you will be responsible for any visits not funded by American Express and that your Card will be automatically charged after you have signed for the visit and it has been reported to Priority Pass by the participating lounge. Additionally, you acknowledge and agree that American Express will verify your Card Account number and provide updated Card Account information to Priority Pass. Priority Pass will use this information to fulfill on the Priority Pass program and may use this information for marketing related to the program. Once enrolled, American Express Singapore Airlines Business Credit Card Members, whose Card Account is not cancelled and in good standing, may access participating Priority Pass lounges by presenting your Priority Pass card and confirmed airline boarding pass. In some lounges, Priority Pass member must be 21 years of age to enter without a parent or guardian. Priority Pass members must adhere to all house rules of participating lounges. Amenities may vary among airport lounge locations. Conference rooms, where available, may be reserved for a nominal fee. Priority Pass lounge partners and locations are subject to change. All Priority Pass members must adhere to the Priority Pass Conditions of Use, which will be sent to you with your membership package, and can be viewed at [www.prioritypass.com](http://www.prioritypass.com). Upon receipt of your enrolment information, Priority Pass will send your Priority Pass card and membership package which you should receive within 4-6 weeks.

### **EXCLUSIVE HERTZ PRIVILEGES WORLDWIDE**

Exclusive Hertz privileges worldwide are available to American Express Singapore Airlines Business Credit Card Member(s).

As an American Express Singapore Airlines Business Credit Card Member, you can enjoy benefits under the Hertz Gold Plus Rewards programme by enrolling at:

[www.hertz.com/AmexBenefits](http://www.hertz.com/AmexBenefits) in respect of new members, or by adding the promotional CDP number: 705500 to your Gold Plus Rewards profile in respect of existing Gold Plus Rewards members. The American Express Singapore Airlines Business Credit Card has to be added as the Card for payment in your Gold Plus Reward membership profile. Benefits are only available for new reservations via [www.hertz.com](http://www.hertz.com), [www.hertz.com/AmexBenefits](http://www.hertz.com/AmexBenefits) or through Hertz worldwide telephone reservations when the member's American Express benefits-enabled Gold Plus Rewards membership number is entered prior to completion of the booking, and your Card Account is not cancelled and in good standing. [Benefits are subject to availability of specific vehicles at the participating locations] and benefits may not be combined with any other promotional offers. Standard blackout dates and additional Terms and Conditions apply. Please refer to [hertz.com/AmexBenefits](http://hertz.com/AmexBenefits) for the full set of Terms and Conditions.

### **TRAVEL INCONVENIENCE AND TRAVEL ACCIDENT INSURANCE**

Travel Inconvenience and Travel Accident Insurance is underwritten by Chubb Insurance Singapore Limited. To enjoy privileges, American Express Singapore Airlines Business Credit Card Member(s) must charge the entire fare to your American Express Singapore Airlines Business Credit Card or pay for the round trip fare with Highflyer points from the HighFlyer membership account linked to the Card. Additional Terms and Conditions apply. Please refer to [www.americanexpress.com/sg/business/customerhub/benefits/insurance-termsandconditions](http://www.americanexpress.com/sg/business/customerhub/benefits/insurance-termsandconditions) for the full set of Terms and Conditions.

### **COMPLIMENTARY ACCOR PLUS MEMBERSHIP**

Accor Plus enrolment is required to receive the Accor Plus Membership benefits. The Complimentary Accor Plus Membership benefit is available only to the Basic Card Member of the American Express® Singapore Airlines Business Credit Card. For members new to Accor Plus, the complimentary Accor Plus Membership is valid for one year from enrolment after which renewal of membership will be subjected to standard eligibility criteria. For existing Accor Plus members, the complimentary Accor Plus membership under American Express Singapore Airlines Business credit card will be processed and activated upon expiry of the previous year's membership. The complimentary Accor Plus Membership is valid for one year from enrolment after which renewal of membership will be subjected to standard eligibility criteria. Please enrol

at: [americanexpress.com/sg/business/benefitenrol](https://americanexpress.com/sg/business/benefitenrol). Membership privileges will only be granted on presentation of a valid Accor Plus card and the member must identify themselves as an Accor Plus member at time of booking. Please visit <https://www.accorplus.com/en-sg/about/terms-and-conditions> for full Terms and Conditions. American Express reserves the right to instruct Accor Plus to terminate your Accor Plus Membership if you cease to be an American Express Singapore Airlines Business Credit Card Member or your Card Account is not in good standing.

## **THE AMERICAN EXPRESS SINGAPORE AIRLINES BUSINESS CREDIT CARD AGREEMENT**

**IMPORTANT:** Please read this American Express Singapore Airlines Business Credit Card Agreement and the Important Information on your American Express Singapore Airlines Business Credit Card leaflet (“**Terms and Conditions**”) thoroughly. These Terms and Conditions govern the use of the Card Account and Card. By activating or using the Card Account and/or Card, you will be agreeing to these Terms and Conditions. If you do not wish to accept these Terms and Conditions, please cut the Card in half and return the pieces to us as soon as possible.

**1. DEFINITIONS** In these Terms and Conditions, the following words shall have the respective meanings set out hereunder unless the context otherwise requires:

“**Available Credit Limit**” means the Credit Limit less previous balances less all new Charges.

“**Balance Transfer**” means the balance that you owed to another lender that has been paid by us on your behalf and added to your Card Account.

“**Basic Card Member**” means the individual who applied for the American Express Singapore Airlines Business Basic Credit Card and in whose name the American Express Singapore Airlines Business Basic Credit Card and Card Account is opened and maintained.

“**Business**” means the business or corporate entity, including but not limited to a company, branch of a foreign company, partnership, limited liability partnership, limited partnership or sole proprietor whom applied for the American Express Singapore Airlines Business Basic Credit Card and to whom the American Express Singapore Airlines Business Basic Credit Card and Card Account is opened and maintained.

“**Card**” means the American Express Singapore Airlines Business Basic Credit Card and any American Express Singapore Airlines Business Supplementary Credit Card or either of them (where applicable) and any token or application that we make available for the purpose of accessing your Card Account.

“**Card Account**” means any Account established and maintained by us in relation to the Cards and to which we may add Charges.

“**Card Member**” means the individual to whom a Card is issued, whether a Basic Card Member or a Supplementary Card Member.

“**Cash Advance**” means any cash advance obtained from an automated teller machine by use of the Card, PIN or otherwise authorised by you for debit to the Card Account.

“**Charge**” means a transaction made or charged with the Card, whether or not a record of charge form is signed, and also includes Cash Advances, fees, interest charges, taxes and all other amounts you have agreed to pay us or have agreed to be liable for under these Terms and Conditions.

“**Closing Balance**” means the total of the Basic Card Member’s and Supplementary Card Member’s (if any) liabilities according to our records on the date of issue of the statement.

“**Credit Limit**” mean the maximum debit balance permitted on the Card Account determined and notified by us to you, as varied from time to time.

“**Establishment**” means a person, company, firm, proprietorship, partnership, business or organisation which accepts the Card in payment for goods and/or services.

“**GST**” means Goods and Services Tax in Singapore.

**“Payment Due Date”** means the date specified in the statement for payment of the Closing Balance or any part thereof (including the minimum payment).

**“PIN”** means the personal identification number given by us or chosen by you for use with the Card.

**“Purchases”** means a Charge using your Card and/or Card Account to acquire goods and services.

**“Supplementary Card Member”** means the individual to whom American Express Singapore Airlines Business Supplementary Credit Card is issued at the Basic Card Member’s request and whose Charges are chargeable to the American Express Singapore Airlines Business Basic Credit Card and Card Account.

**“Terms and Conditions”** means the Terms and Conditions set out herein and by which the use of the Cards shall be governed and shall include all modifications and supplementals thereto from time to time.

**“use”** or **“using”** or **“use of”** of the Card Account and/or Card means use of the physical Card or any detail or particular(s) of or on the Card including the Card Account number and/or expiry date or other details of the Card or use via such other channels as permitted by Amex from time to time.

**“We”, “our”, “us”, “Amex”** and **“American Express”** means American Express International, Inc.

**“You”** and **“Your”** means the Basic Card Member, the Business and/or any Supplementary Card Member (as the case may be).

The headings in these Terms and Conditions are for convenience only and shall not affect the interpretation of the provisions in these Terms and Conditions.

Unless the context otherwise requires or permits, references to the singular number shall include references to the plural number and vice versa and references to natural persons shall include bodies corporate.

**2. USE OF THE CARD** You may use your Card and Card Account to make Purchases and if we have approved them, Balance Transfers and Cash Advances. You may also add fees, interest and other Charges that we allow you to make to your Card Account. You must (i) sign and activate the Card issued to you as soon as you receive it and before you use it; (ii) keep any PIN secret and separate from the Card; (iii) only use the Card within the validity dates shown on its face; (iv) not give the Card or your Card Account number to others or allow them to use it for Charges, identification or any other purpose. If you do so, you will be liable for all Charges incurred on the Card as a result; (v) not return any goods, tickets or services obtained with the Card for a cash refund, but you may return them to an Establishment for credit to your Card Account, if that Establishment agrees or is obliged to do so; (vi) not obtain credit to your Card Account for any reason other than as a refund for goods or services previously purchased with the Card; (vii) not use the Card if you do not honestly expect to be able to make the minimum required repayment in full on receipt of your monthly statement (viii) not use the Card if any bankruptcy application has been filed against any Card Member, unless the application is withdrawn; (ix) not use the Card if any insolvency proceedings have been commenced against the Business or there is threatened cessation or dissolution of the Business ; (x) not use the Card upon the suspension, cancellation, termination or revocation of the Card; and (xi) not use the Card for any illegal activities and/or unlawful purchase. You authorise Charges on your Card Account when they are made with your knowledge and consent. For example, giving your Card or Card Account details to an Establishment, submitting a transaction online or using a mobile payment device. You authorise an Establishment to Charge your Card Account at regular intervals for goods or services (called recurring Charges) and you must contact the Establishment directly to stop recurring Charges on your Card Account.

### **3. LIABILITY**

Except as set out in the paragraph on “Lost, Stolen or Misused Cards”: (i) if you are the Basic Card Member, you are liable to us for all Charges on all Cards of all Card Members issued at your request and you are jointly and severally liable with each Card Member to us for all Charges on each Card issued to that Card Member; (ii) if you are the Business, you are liable to us for all Charges (business related or otherwise) on all Cards of all Card Members issued at the request of the Basic Card Member and you are jointly and severally liable with each Card Member to us for all Charges on each Card issued to that Card Member; and (iii) if you are a Supplementary

Card Member, you are jointly and severally liable to us with the Basic Card Member and Business for all Charges on the Card issued to you.

You agree to pay to us when due all Charges that you are liable to us for and agree that all Card(s) will be used in a manner consistent with these Terms and Conditions.

You agree that all communication sent or given to the Business or the Basic Card Member is deemed to be sent or given to the Business and all Card Members.

We have the right to appropriate all payments made by you in the manner we deem fit, notwithstanding any instructions given to us at the time of such payment.

In the event that we receive contradicting instructions from the Business, the Basic Card Member and the Supplementary Card Member(s), we may, in the exercise of our discretion, then only act on the instructions of the Basic Card Member.

**4. CREDIT LIMIT** We will determine your Credit Limit in respect of each Card Account. We may at any time in our sole discretion revise any of your Credit Limit(s) without prior notice. Your Credit Limit will also be shown on your monthly statement together with the amount of available credit at the statement closing date. You are solely responsible for ensuring that the Credit Limit is not exceeded. We may in exceptional circumstances permit your total outstanding balance to exceed the Credit Limit to avoid your transaction(s) being rejected and this does not constitute an increase in your Credit Limit. Should this occur, you must make immediate payment of any excess above the Credit Limit. Your Credit Limit will be cancelled if your Card Account is cancelled. You will not be entitled to interest on credit balances on your Card Account.

**5. CASH ADVANCES** If you wish to obtain Cash Advances with the Card, you may apply for enrolment in the Cash Advances facility. To do so, you must complete and submit an enrolment form. We may decline your application at our discretion. If we accept your application, we will then send you a PIN. You will not be able to obtain Cash Advances with the Card unless you have that PIN. You may access up to 20% of your Credit Limit by way of Cash Advances subject to your Available Credit Limit and such Terms and Conditions applicable to Cash Advances transactions. We may vary that percentage from time to time. The applicable interest rate, handling charges, transaction charges and other Terms and Conditions for Cash Advances transactions will be communicated to you.

**6. ANNUAL FEE** Annual fees are payable for use of each Card at such rates as we communicate to you from time to time. You agree to pay these fees. Any fee reductions or waivers which may be offered by us from time to time may be withdrawn or restricted by us at any time.

**7. GST** You shall be solely responsible for any GST, including any tax of a similar nature that may be substituted for it or levied in addition to it chargeable by law on any payment we are required by law to collect and pay in respect of such GST.

**8. INTEREST** (i) You shall be liable to pay interest on each Charge at the annual percentage rate shown on your statement from the date it is debited to your Card Account until it is fully repaid, except where an interest free period applies under Clause 8(ii). (ii) Interest is not payable on a Charge (other than a Cash Advance or Balance Transfer) if the full Closing Balance on your previous monthly statement is paid by the minimum payment due date; and the full Closing Balance on your current monthly statement is paid by the minimum payment due date. (iii) Interest, if payable, is calculated by multiplying –the daily balance of Charges on which interest is payable; by the daily percentage rate (annual percentage rate divided by 360); and then adding up the daily interest charges for the applicable period. (iv) Interest, if payable, is debited to your Card Account on the last date of each statement period and is shown on your statement.

**9. VARIATION OF INTERESTS, FEES AND CHARGES** We are entitled, in our absolute discretion, to vary or determine at any time and from time to time the amounts, rates, types and/or basis of calculation of all interests, fees and charges payable by you herein without giving any reason. Any changes of interests, fees and charges may be contained in the statement and shall be effective from such date as we may specify. We may debit to your Card Account and/or request that you pay the same on demand as we deem fit.

**10. MONTHLY STATEMENT** We will provide you with or make a statement of Account available once a month for each billing period during which there is any activity or a balance outstanding on your Card Account. We will either send the statement to you in the post or give you access to the statement online based on your choice. You can change your choice at any time, unless your Card Account only allows online statements. The statement will identify Purchases, Cash

Advances, Balance Transfer transactions, fees and all other Charges, payments and credits to your Card Account during the billing period. The statement will also disclose the interest charge, statement date, opening balance, new Charges, credits, Closing Balance, Credit Limit, available Credit Limit at statement date, Payment Due Date and minimum payment. The time between successive monthly statements will vary depending upon the number of business days in the month. You agree to notify us in writing of any omission from or error on the statement within 22 days of the date of the statement. If you do not do so, the statement shall be conclusive and binding on you.

**11. MINIMUM PAYMENT** (i) The monthly statement will show the minimum payment you need to pay us which will be 3% of the outstanding balance plus the total sum of any overdue minimum payment and late payment charges, and any amount exceeding your Credit Limit, or S\$50 whichever is greater (ii) The minimum payment is due and payable by you to us on or before the Payment Due Date. Payment takes place only when we receive it and credit it to your Card Account and not when you send it. (iii) You will be required to pay us immediately if your Card Account is overdue or you exceed your Credit Limit. The amount you must pay will be notified on your statement. (iv) You may pay more than the minimum amount due, pay us before the Payment Due Date, pay us more than once during the billing period or pay the balance outstanding on your Card Account at any time. (v) You must always pay us in Singapore Dollars with a draft, cheque, cash or money order. You may also authorise your financial institution to debit directly from your account with them the total amount of the minimum payment due in the monthly statement ("Direct Debit"). If you select Direct Debit, we will advise you of the Terms and Conditions governing its operation. (vi) If we decide to accept payment in another currency, we shall convert your payment to Singapore Dollars at our rate and credit it to your Card Account. (vii) If we receive a cheque, draft or other payment instrument from or for you that is not honoured in full, you agree to pay us the dishonoured amount plus any reasonable collection costs and legal fees we incur. If you pay us through Direct Debit and our debit to your account with a financial institution is not honoured in full, you agree to pay us the dishonoured amount plus any reasonable collection costs and legal fees incurred by us. We may charge a handling fee for any dishonoured cheque or payment order.

**12. CASH PAYMENT POLICY** There is no limit on the payment amount that you may wish to settle by Giro/Internet/Cheque. However, should you prefer to settle your Account by cash, the amount will be capped at S\$8,000 or the outstanding balance as shown on your current statement, whichever is lower. Any balance will need to be made by AXS, cheque and/or Internet (OCBC,UOB& DBS). Payment via AXS may be subject to a cap per transaction or capped at your daily transaction limit imposed by the bank on your ATM card.

**13. LATE PAYMENT CHARGE** If we do not receive payment of the minimum payment due shown on the monthly statement by the Payment Due Date, we reserve the right to impose a late payment charge as set out in the Product Highlight Sheet and/or Important Information on your American Express Singapore Airlines Business Credit Card leaflet or as notified to you or any other rate as may be determined by us from time to time.

**14. SUSPENSION/TERMINATION** (i) BY YOU: You can terminate this Agreement at any time by giving us written notice and returning to us all Cards issued for use on the Card Account. Termination will only be effective when we receive all such Cards and payment of all amounts outstanding in respect of the Card Account. You can cancel the use of a Supplementary Card Member's Card by notifying us in writing but you will remain liable for all Charges incurred by the Supplementary Card Member. (ii) BY US: We can suspend the use of any Card or terminate this Agreement at any time without having to give any reason or notice. Where we terminate the Agreement, all monies outstanding on the Card Account (including Charges or Cash Advances not yet debited) will become due and payable immediately and you shall pay default interest thereon at the rate of 6% per annum above the rate stated in Clause 8(i) above or at such other rate as may be determined by us from time to time, from the date of termination until full payment. We may inform Establishments of cancelled Cards. If the Card is cancelled you must cut it in half and return both halves to us at once. You must hand it over to any Establishment that so requests or to any third party nominated by us. You agree not to use the Card after it has been cancelled.

**15. AUTHORISATION** Certain charges may need to be authorised by us before they will be accepted by an Establishment. We have the right to refuse authorisation for any Charge, Cash Advance or Balance Transfer transactions without cause or prior notice notwithstanding that the Credit Limit has not been exceeded and we shall not be liable to you or anyone else for any loss or damage resulting from such refusal. When we give an Establishment permission to charge your Card Account, we assume the transaction will take place and therefore reduce the Credit Limit on your Card Account by the sum authorised.

## 16. FOREIGN EXCHANGE CHARGES

If we receive a transaction or refund for processing in a currency other than Singapore Dollars ("Foreign Charge"), that Foreign Charge will be converted into US Dollars first (unless it was submitted to us in US Dollars) and converted from US Dollars into Singapore Dollars. The conversion will take place on the date the Foreign Charge is processed by American Express, which may not be the same date on which the Foreign Charge was made as it depends on when the Foreign Charge was submitted to American Express. Exchange rate fluctuations can be significant. Unless a specific rate is required by applicable law or is used as a matter of local custom or convention in the territory where the transaction or refund is made (in which case we will look to be consistent with that custom or convention), you understand and agree that the American Express treasury system will use conversion rates based on interbank rates that it selects from customary industry sources and the rate is set each day from Monday to Friday including public holidays except for Christmas Day and New Year's Day, increased by a single conversion commission of 2.5% (2.95% from 1 March 2020).

You acknowledge that any refund of a Foreign Charge may be different to the Foreign Charge amount originally processed on your Card Account. The difference is generally because:

- the refund and Foreign Charge may be processed on different days with different rates;
- the refund may be only a partial refund for the Foreign Charge; or
- where third parties convert charges in foreign currency, those third parties may treat refunds differently to the original foreign currency charge.

When making a transaction in foreign currency, you may be presented with the choice to allow a third party (for example, the retailer) to convert the transaction into Singapore Dollars before submitting it to us. If you choose this option, then that third party will determine the exchange rate and any commission or fees payable for the currency conversion and submit that transaction to us in Singapore Dollars, meaning we will not convert the transaction or apply a currency conversion fee. It is your decision whether to use such third party currency conversion or not and in such cases, you should check the fees and charges before completing the transaction to ensure that you do not pay more than necessary.

### 16A. ENFORCEMENT EXPENSES

You and/or the Company will pay us our reasonable costs in recovering or attempting to recover Charges, including solicitor's fees on a solicitor/client basis, except as prohibited by law.

**17. DISCLOSURE OF INSURANCE ARRANGEMENTS** We identify insurance providers and products that may be of interest to some of our customers. In this role we do not act as an agent or fiduciary for you, and we may act on behalf of the insurance provider, as permitted by law. We want you to be aware that we receive commissions from providers and commissions may vary by provider and product. Also, in some cases, an American Express entity may be the reinsurer and may earn reinsurance income. The arrangements we have with certain providers, including the potential to reinsure products, may also influence what products we identify. We do not require you to purchase any insurance product, and you may choose to cover your insurance needs from other sources on terms they may make available to you.

**18. PROTECTING YOUR ACCOUNT** You must take the following reasonable steps to protect your Card Account from unauthorised access: (i) sign and activate your Card as soon as you receive it; (ii) keep the Card in your possession, safe and secure at all times; (iii) never share your Card or Card Account details with anyone, except with Establishments when making Purchases; (iv) never share your PIN or passwords with anyone else including a family member or friends; (v) memorise your PIN and passwords (don't write them down anywhere without making a reasonable attempt to protect their security); (vi) do not choose a PIN or password that is easily guessed or can easily be associated with you such as your name or date of birth; (vii) take care to prevent anyone else seeing your PIN or password when using them – for example at an ATM or when using a computer or mobile device; (viii) keep electronic devices you use to make payments or access your Card Account such as mobile phones, tablets and computers safe and secure, and make sure they are password protected.

**19. LOST, STOLEN OR MISUSED CARDS** You agree and undertake to take reasonable steps to prevent the loss, theft or unauthorised use of the Card, including the steps set out in paragraph 18. You agree to notify us, by telephone or otherwise, immediately if the Card is lost, stolen, mutilated, not received when due or if you suspect that the Card is being used without your permission. You shall be liable for any unauthorised use of the Card to the extent permitted by

law. You shall not be liable for any unauthorised Charge made after you have given notice to us and liability for such unauthorised Charge effected before such notice shall be limited to S\$100 or the equivalent thereof provided that (i) you have shown and we are satisfied that you have acted in good faith and with reasonable care and diligence in safeguarding the Card and that you have not by your acts or omissions directly or indirectly caused or contributed to the loss, theft or unauthorised use of the Card; (ii) you immediately notify us of the loss, theft or the suspected unauthorised use of the Card, (iii) you take all reasonable steps to recover or stop the use of the Card; and (iv) you give us a police report or any other document and/or information we require. The retrieval of the original Card must immediately be reported to us and it must immediately be cut in half and the pieces returned to us.

**20. CHANGE OF PARTICULARS** You must notify us immediately of any change(s) in your name, address and contact information. You must notify us immediately if there is any change in the Basic Card Member's shareholding, control, directorship and/or position in relation to the Business, as well as any change or proposed change in your business activities or your Business structure. You must also notify us of any bankruptcy application filed against any Card Member and any insolvency proceeding against the Business or the threatened cessation of business or dissolution of the Business.

## **21. BILLING ERRORS OR ENQUIRIES/PROBLEMS WITH GOODS OR PURCHASES**

If you have a problem with your monthly statement, please contact us immediately and we will take reasonable steps to assist you by providing such information as may be necessary in relation to Charges charged to your Card Account. We may charge a reasonable administrative fee for statement reprints or duplicate Record of Charge forms. If an Establishment issues a credit slip in respect of a Charge, we will, upon receipt, credit the amount shown on that credit slip to the Card Account. No dispute with or claim against an Establishment shall entitle you to any right of set-off or counterclaim against us. We shall not be liable to you for goods or services supplied by any Establishment, or the quality or performance of any goods or services, charged with the Card or if an Establishment refuses to accept the Card. You must raise any claim or dispute directly with the Establishment concerned and, subject to any law to the contrary, you are not entitled to withhold payment from us because of such claim or dispute.

**22. RENEWAL/REPLACEMENT CARDS** The Card will be valid until the expiration date printed on the face of the Card. You authorise us to issue to you a renewal or replacement American Express Singapore Airlines Business Basic Credit Card before the current American Express Singapore Airlines Business Basic Credit Card expires, and further authorise us to issue to any Supplementary Card Member (s) renewal or replacement Card(s) before the current Card(s) expire. We will bill renewal fees for the Card Account annually. We will continue to issue renewal or replacement Cards unless any of the events in Clause 14 above occurs. We retain the right to suspend dispatch of renewal or replacement Cards at our discretion.

**23. EXCHANGE CONTROLS AND TAX** You must comply with any and all applicable exchange control and tax laws and regulations affected by the use of the Card, and you agree to indemnify us against any consequences of your failure to comply with these laws and regulations.

## **24. DATA PROTECTION AND USE OF PERSONAL DATA**

### **24.1 Disclosure of Personal Information**

(a) You agree that any information provided by you in the application form, at our request or otherwise collected during the operation of the Card Account ("Personal Information") and any data derived from your Personal Information may be disclosed to: (i) companies within the worldwide American Express group of companies ("Amex Group companies"); (ii) third parties who process transactions submitted by merchants on the American Express network where you use the Card worldwide; (iii) processors and suppliers we or Amex Group companies may engage; (iv) the providers of services and benefits associated with your Card Account; (v) consumer credit bureaus, collection agencies and lawyers; (vi) parties who accept the Card in payment for goods and/or services purchased by you; (vii) parties who distribute the card; (viii) Singapore Airlines Limited, the co-branded partner for the Card; (ix) banks, financial institutions, government agencies, statutory boards or authorities in Singapore or elsewhere; (x) anyone to whom we may transfer contractual rights; (xi) the Business whose Singapore Airlines HighFlyer membership account is linked to the Card Account; and (xii) any other party approved by you or to whom we consider it in our interests to make such disclosure.

(b) In particular, You also and further agree that your Personal Information (which includes your identity and your transaction pattern data) may be disclosed to Singapore Airlines Limited for the purposes of Singapore Airlines Limited and/or its service providers or agents performing data analytics, market research and marketing, and delivery of products, services and benefits by Singapore Airlines Limited associated with your Card Account including but not limited to administering the HighFlyer Programme (including enrolling you into the HighFlyer Programme, and managing HighFlyer points and HighFlyer accounts) and the KrisFlyer Programme (including updating your KrisFlyer membership status). You may opt out in this application or make such request in writing to the Data Privacy Officer at the address set out in paragraph 24.10 to update your privacy preferences at any time. Please note that if you withdraw your consent to any or all use of your Personal Information for the abovementioned purposes, depending on the nature of your request, Singapore Airlines Limited may not be able to provide or continue administering your HighFlyer or KrisFlyer membership and account.

## **24.2 Use of Information**

We may use your Personal Information, including in aggregated form or combined with other information for any of the following purposes: (i) Delivering our products and services to you, and for the avoidance of doubt, this includes the management and operation of your Card Account and delivery of products, services and benefits by Singapore Airlines Limited associated with your Card Account including but not limited to the award of HighFlyer points to the HighFlyer account of the Business;(ii)Improving our products and services and to conduct research and analysis;(iii) Advertising and marketing our products and services, and those of our third party business partners; (iv) Managing risks relating to our business, including credit risk, fraud risk and operational risk. Your data may also be used for other purposes for which you give your specific permission, or when required by law, or where permitted under the terms of the Personal Data Protection Act 2012.

## **24.3 Supplementary Card Members**

Where we have been asked to issue a supplementary card: (i) you consent to us disclosing to the supplementary Card Member details about the status of your Card Account including details of transactions, the outstanding balance and details of any overdue payments; (ii) you consent to the supplementary Card Member providing us with Personal Information about you for additional identity authentication purposes, to register for on-line services and to access enhanced and new services; and (iii) supplementary Card Members will not be permitted to change any of your Personal Information without your express consent.

## **24.4 Third Party Consents**

Where you provide us with information relating to the Business or to a third party (including supplementary Card Members), or where you purchase goods and/or services on behalf of a third party, you confirm that you have informed and obtained consent, if necessary, of that third party to the processing of his or her information by American Express and third parties. In respect of supplementary Card Members, this may include the use of his or her details for marketing purposes or disclosure for the purposes set out in detail in the Consumer Credit Bureau and Fraud Prevention section below.

## **24.5 Marketing**

Where you have provided us with your consent, we and other Amex Group companies may use your Personal Information to identify goods and services in which you may be interested; and market offers to you (by mail, e-mail, telephone, SMS, via the internet or using other electronic means) in relation to such goods and services. You agree that your consent will remain in place until you withdraw it or until 12 months after you cease being an American Express Card Member. If you wish to opt-out of receiving marketing from us, you may opt out of such marketing offers by going to [americanexpress.com.sg/mychoice](http://americanexpress.com.sg/mychoice) to update your privacy preferences at any time. We will also, from time to time, contact you to ensure that the information we hold about your marketing preferences is up to date.

## **24.6 Consumer Credit Bureau**

We will exchange your Personal Information and Personal Information of Supplementary Card Member(s) with consumer credit bureaus and carry out credit checks and other assessments. We may inform the bureaus of the current balance on your Card Account and we may tell them if you do not make payments when due. They will record this information and may share this with other organisations in accordance with their legal powers and obligations.



#### **24.7 Electronic or Telephone Communication**

If you contact us by any electronic means, we may record the telephone number or internet protocol address, associated with that means of contacting us at the time. We may also monitor and/or record telephone calls between us to assure the quality of our customer service.

#### **24.8 International Transfer of Data**

Personal Information may be processed, accessed or disclosed in countries outside Singapore when you travel or make foreign purchases and for the purpose of administering the Card Account. In such cases, we will take appropriate steps to ensure the same level of protection for your information in other countries outside Singapore.

#### **24.9 Retention of Information**

We keep Personal Information for the purposes described in this Agreement for as long as is appropriate to fulfill our legal obligations in accordance with applicable law.

#### **24.10 Access and Correction**

You are entitled at any time to request access to information held by us about you or your Card Account and to update and correct such information. You agree that American Express may impose a modest charge to cover the costs of complying with such requests. Please make such requests in writing to the Data Privacy Officer, American Express International, Inc., 10 Marina Boulevard #15-00, Marina Bay Financial Centre Tower 2, Singapore 018983.

**25. INSTALMENT GOODS AND SERVICES** If you use the Card to buy goods or services, such as insurance, requiring recurring or instalment payments, you authorise us to pay such instalments for you when due and you agree to pay us for the same when we bill you. You must tell us in writing if you no longer wish us to pay premiums or instalments for you. If your Card Account or the Card is suspended or cancelled we will stop paying premiums or instalments for you.

**26. OUR PROPERTY** Although for your use, all Cards remain our property at all times. This means you must return the Card to us if we should so request. The revocation, repossession or request for the return of the Card is not, and shall not constitute any reflection on your character or your creditworthiness, and we shall not be liable in any way for any statement made by any person requesting the return or surrender of the Card.

**27. OUR LIABILITY** We are not liable in any way to you for any inconvenience, embarrassment, loss, damage (including but not limiting to consequential loss or special damage), cost or expense of any nature suffered or incurred by you or by any other person in respect of or in connection with the Card and/or this Agreement. We are also not liable if we are unable to perform our obligations under this Agreement due directly or indirectly to the malfunction or failure of any machine or communication system or transmission link or any automated teller machine, defect or damage of the Card, industrial dispute, war, Act of God or anything beyond our control or the control of our staff, officers or agents. If we are unable to produce or send a statement to you for any reason whatsoever, we are not liable to you in any way and your liabilities and obligations under this Agreement will not be prejudiced and will continue to accrue.

**28. CHANGING, AMENDING AND ADDING TO THESE TERMS AND CONDITIONS** We have the right to change or amend these Terms and Conditions or add new Terms and Conditions at any time. Any such changes or amendments or additions will become effective and binding on you upon notification to you by any means as we deem fit. If you do not accept any such changes or amendments or additions to these Terms and Conditions, you must cancel the Card by cutting it in half and returning both halves to us. You will still be liable for all Charges incurred and all other obligations under these Terms and Conditions until the Card Account is repaid in full.

**29. NOTICES** (i) We shall be entitled to send any notice or communication to you in the mode and manner we deem appropriate by electronic mail, short message service ("SMS"), facsimile transmission, personal delivery or ordinary post to your address last known to us, or through our website, the statement of Account or any electronic medium determined by us. Any notice or communication as sent by us shall be deemed to be received by you on the date of delivery if it is delivered by hand, or on the date immediately after the date of posting if it is sent by post (notwithstanding that it may be returned to us undelivered) or on the date of sending if it is sent by SMS, facsimile transmission, electronically or digitally. (ii) You agree that all notices or communications sent or given to the Business is deemed to be sent or given to both the Basic Card Member and the Supplementary Card Member, and all notices or communications sent or

given to the Basic Card Member or the Supplementary Card Member is deemed to be sent or given to both the Business and the Card Members.

**30. NO WAIVER OF OUR RIGHTS** No forbearance, delay or failure on our part to exercise any power or right under any of these Terms and Conditions shall operate as a waiver of such power or right, nor shall any single or partial exercise of such power or right preclude any further exercise of that or any other power or right.

**31. ASSIGNMENT** We may assign any of our rights under these Terms and Conditions or the Card Account at any time without your consent to our parent, a subsidiary, a related company or an associate company in Singapore or elsewhere.

**32. GOVERNING LAW** (i) These Terms and Conditions are governed by Singapore law. You hereby submit to the non-exclusive jurisdiction of the courts of Singapore. (ii) Business : We may serve any legal or court document including any writ, statutory notice, winding up application or any legal, enforcement or insolvency process in respect of any claim, action or proceeding by leaving it at, or sending it by ordinary post to your last known address, or sending it electronically to your last known email address. (iii) Card Member: We may serve any legal or court document including any writ, statutory demand, bankruptcy application or any legal, enforcement or bankruptcy process in respect of any claim, action or proceeding by leaving it at, or sending it by ordinary post to your last known address, or sending it electronically to your last known email address or via any mobile phone or devices or other messaging services. (iv) These documents and/or messages would then be deemed to have been properly served on you on the date of delivery if it is delivered by hand, or on the date immediately after the date of posting if it is sent by post (notwithstanding that it may be returned to us undelivered) or on the date of sending if it is sent electronically or digitally. (v) Service of legal process in the aforesaid manner shall be deemed to be good and effective service of such legal process on you even if the documents including electronic mails and/or messages are not received by you or subsequently returned undelivered. (vi) Nothing in this clause shall affect our right to serve any legal or court document in any other manner permitted by law.

**33. RIGHTS OF THIRD PARTIES** Except by a person who is our assignee pursuant to Clause 31 above, a person who is not a party to this Agreement shall not enforce any of these Terms and Conditions under the Contracts (Rights of Third Parties) Act 2001.

**34. INDEMNITY** You must indemnify and keep us fully indemnified against all claims, demands, actions and proceedings which may be made against us and in respect of any and all damages, liabilities, losses, costs and expenses (including legal costs on a full indemnity basis) which may be incurred, sustained or suffered by us, directly or indirectly, due to the use or misuse of the Card(s), negligence, misconduct or breach of any of these Terms and Conditions on your part, our reliance on any of your representations, warranties and/or undertakings, and/or any other act, thing or matter arising out of or in connection with this Agreement.

**35. CONCLUSIVE EVIDENCE** (i) Our records in any form (including paper, electronic or other form) and any certificate issued by us (including reports, communications or statements electronically generated which requires no signature), or decision we make as to the monies and liabilities due to us or any other matter shall be final, conclusive and binding on you, save for fraud or manifest error. (ii) We may record instructions and telephone conversations without notice to you. You agree that such recordings or their transcripts may be used as conclusive evidence of the instructions and telephone conversations.

**36. SET OFF AND CONSOLIDATION** We shall have absolute power and authority to combine or consolidate any and all of your Account(s) with us and set-off credit balances (whether matured or not) against any liability due from or owed by you. For the avoidance of doubt, such Accounts and liabilities refer to any Account and/or liabilities which you may have with us whether alone or jointly with any other person(s) and includes any other type of Account and/or liabilities which you may have with us from time to time.

**37. OTHER TERMS AND CONDITIONS** 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.