

## **The American Express® Platinum Reserve Credit Card**

### Terms and Conditions



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## The American Express® Platinum Reserve Credit Card

### Benefits Terms and Conditions

#### General Terms and Conditions

To enjoy the privileges or benefits, Card Members must present their American Express Platinum Reserve Credit Card and all charges must be made to the Card.

American Express reserves the right to change, suspend or terminate these privileges and/or benefits due to business reasons, change in contractual terms with our partners, and/or unforeseen circumstances. The provision of services, activities or benefits stated is the responsibility of the respective service establishment. Participation of service establishments is subject to change. 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 establishment. Card Members acknowledge that any disputes in relation to the above are to be directed solely to the service establishment providing such services, activities, or benefits. In the event of any disputes, the decision of American Express shall be final.

Capitalized terms not herein defined have the same meanings given to them in the Card Member Agreement – Terms and Conditions below.

### PLATINUM DINING

#### Love Dining @ Hotels

- For the updated list of participating hotels, please visit [go.amex/ldhotels](https://go.amex/ldhotels).
- Terms and Conditions apply at [go.amex/ldhotelstnc](https://go.amex/ldhotelstnc).

#### Love Dining @ Restaurants

- For the updated list of participating restaurants, please visit [go.amex/ldrestaurants](https://go.amex/ldrestaurants).
- Terms and Conditions apply at [go.amex/ldrestauranttnc](https://go.amex/ldrestauranttnc).

### PLATINUM LIFESTYLE

#### Chillax by Platinum

- Terms and Conditions apply. For more information, please visit [go.amex/chillax](https://go.amex/chillax).

#### Love Dining Wine Privileges

- Basic Card Members are eligible for one (1) set of the Love Dining Wine Privileges vouchers per Card, per Membership year.
- Each voucher is only valid for one (1) time use until the expiry date printed on the voucher.
- Voucher(s) is not valid for use on special events, eves of Public Holidays and Public Holidays, as determined by the merchant.
- Voucher(s) can only be used to redeem for selected wine at the discretion of the merchant and cannot be used to offset any other wine purchases.
- Card Members can choose to take away their complimentary bottle of wine or consume the same at the Premises, depending on the selections available. For Card Members who choose to take-away their wine, no minimum spend is required. For Card Members who wish to consume their wine within the Premises, they must make at least one (1) payable transaction at the outlet. Such purchase must be paid for with The American Express Platinum Reserve Credit Card.



- Voucher(s) cannot be combined, exchanged for cash, credit, in-kind or other services.
- Voucher(s) cannot be used in conjunction with other promotional programmes, offers, discount cards, vouchers or VIP privileges, unless otherwise stated.
- American Express is not liable for replacement of lost or damaged vouchers.
- The participating merchant reserves the rights to withdraw from the benefit without prior notice.
- More Terms and Conditions regarding usage of voucher(s) will be stated on the voucher(s) itself.

## Tower Club Access

- Basic and/or supplementary American Express Platinum Reserve Credit Card Members are granted access to the Tower Club Singapore's dining and conference facilities, excluding the Fitness Centre, as reciprocal Members of Tower Club.
- To enjoy the privileges or benefits, Card Members must present their American Express Platinum Reserve Credit Card to the Club's Concierge (as a form of identification).
- Access is limited to first five (5) American Express Platinum Reserve Credit Card Members daily and will be available at all times during Tower Club's business hours. For more information, please visit [www.tower-club.com.sg](http://www.tower-club.com.sg).
- Access is subject to Tower Club's capacity, while priority is given to Tower Club Members.
- Basic and/or supplementary Card Members will not be charged any joining fees or monthly dues by the Tower Club to access its dining facilities.
- As part of the club rules and as reciprocal Member, any expenses in Tower Club will be subject to 10% surcharge and 10% service charge (excluding the prevailing GST). The service charge will be calculated based on the total amount after the inclusion of the 10% surcharge.
- Card Members must book or make reservation(s) with the Platinum Lifestyle Concierge in order to enjoy privileged access to the Tower Club.
- Card Members are allowed to bring any number of guests, subject to Tower Club's capacity.
- For reservation of food and beverage facilities, booking must be made at least one (1) working day in advance.
- For reservation of general dining on set menu, booking must be made at least two (2) working days in advance.
- For reservation of main dining room and private dining room, all bookings will be based on availability and on a first-come, first-served basis.
- For all bookings of private dining rooms, a minimum spending is required, as per Tower Club's Member rules and regulations. A 50% cancellation fee is charged based on selected menu price, if cancellation is made within three (3) working days before actual reservation date and time or event, and a 100% cancellation fee is charged based on selected menu price, if cancellation is made on the day of reservation or event.
- For reservation for Club events and where set menus are requested, bookings must be made at least five (5) working days in advance. Card Members will be charged based on the event's set menu pricing. a 50% cancellation fee is charged based on the event's set menu pricing if cancellation is made within seven (7) working days before the event and a 100% cancellation fee is charged based on the event's set menu pricing if cancellation is made on the day of the event.  
In the event that the Card Member fails to show up for the reserved table or cancels less than three (3) working days prior to the actual reservation date and time, there will be penalty charges of 100% of the selected menu price or S\$150 (Lunch) and S\$300 (Dinner) + prevailing GST based on the à la carte menu imposed by Tower Club on the Card Member for the said reservation.
- Cancellation of private dining rooms and Club events should be made with the Lifestyle Concierge at least four (4) working days in advance. Otherwise, American Express International Inc. reserves the right to charge Card Member for the cost incurred.
- Tipping and other gratuities are strictly prohibited in Tower Club.



- The benefits cannot be used in conjunction with any other promotional programmes, offers, discount cards, vouchers or VIP privileges, unless otherwise stated.
- Parking fee, as per charges levied by the building management, is applicable and will be borne by Card Members.
- Other Terms and Conditions from Tower Club apply. Please check with Tower Club for more details.

### Platinum Golf

- Terms and Conditions apply. For more information, please visit [go.amex/golfcc](https://go.amex/golfcc).

### Platinum Wellness

- Terms and Conditions apply. For more information, please visit [go.amex/platinumspa](https://go.amex/platinumspa).

## PLATINUM ESCAPE

### Fraser's Hospitality Complimentary Stay

- Basic Card Members are eligible for one (1) voucher per Card, per Membership year.
- Voucher is valid for use at specific room type at participating properties under Fraser's Hospitality as listed on <https://www.fraserhospitality.com/en/amex-plat>.
- Upgrade is not allowed, and voucher cannot be used if Card Member decides to upgrade to other room categories.
- Complimentary one night stay is for a maximum of two (2) adults and based on accommodation in the specific room type at the participating properties.
- Prior reservations must be made at least fourteen (14) days in advance. Reserve via <https://www.fraserhospitality.com/en/amex-plat>. Promo code 'AXPLAT' is automatically applied for eligible room type. Any form of room reservations is invalid.
- Reservations are subject to room availability and blackout dates. Please check with the respective properties for more details.
- No show or cancellation less than 72 hours before the date of arrival will incur a one (1) night charge at Best Flexible Rate applicable at the time of stay.
- Card Member must be present at the point of redemption. Both original voucher and The American Express® Platinum Reserve Credit Card must be presented during redemption. The original voucher must be surrendered upon time of use.
- All other charges incurred during the stay shall be charged to The American Express® Platinum Reserve Credit Card.
- All applicable tax and service charge are inclusive except: (a) All Malaysia properties where a MYR10 per apartment per night accommodation tax applies to all foreigners (b) Capri by Fraser Barcelona where tourist tax is chargeable (c) All Japan properties where an accommodation tax applies (d) Fraser Suites Dubai where Tourism Dirham fees may apply. All charges shall be paid at the front desk upon arrival.
- Card Members may email the respective hotel properties to check for special discounted rates for subsequent room nights. Application of discounted rate is subject to participating properties' discretion.
- Voucher is valid for one (1) time use only until the expiry date printed. Merchant will be entitled to refuse an expired voucher presented by a Card Member at the time of redemption.
- Only one (1) voucher may be used per American Express Platinum Reserve Credit Card Account in each Card Membership year. This means that if there are any Supplementary Card Members on an American Express Platinum Reserve Card Account, each voucher may be used by either the Basic



Card Member or one of the Supplementary Card Members, and not by both. If the Card Member redeems more than once or makes duplicate redemptions, the retail price of the additional redemption will be charged to the Card Member's Account.

- Voucher cannot be combined, exchanged for cash or used in conjunction with other promotional programmes, offers, discount cards, vouchers or VIP privileges, unless otherwise stated.
- American Express reserves the rights to substitute the Frasers Hospitality Complimentary Stay at any time with another reward of comparable value.
- More Terms and Conditions regarding usage of voucher(s) will be stated on the voucher(s) itself.

### Near-Away by Platinum

- Basic Card Members are eligible for one (1) set of Near-Away staycation vouchers per Card, per Card Membership year.
- Only one (1) set of vouchers may be used per American Express Platinum Reserve Credit Card Account in each Card Membership year. This means that if there are any Supplementary Card Members on an American Express Platinum Reserve Card Account, only one (1) voucher may be used by either the Basic Card Member or one of the Supplementary Card Members, and not by both.
- Each of the vouchers in the set is valid only for one (1) time use until the expiry date as stated on the individual voucher.
- Vouchers cannot be combined, exchanged for cash, credit, in-kind or other services.
- Voucher cannot be used in conjunction with other promotional programmes, offers, discount cards, vouchers or VIP privileges, unless otherwise stated.
- Voucher can only be redeemed for the specific room type, at the specific hotel property as printed on the voucher. Upgrade is not allowed and voucher cannot be used if Card Member decides to upgrade to other room categories.
- Reservations are subject to room availability at the time that the reservation is made and blackout dates apply. Card Member's preferred dates cannot be guaranteed.
- No-show or cancellation policies apply in accordance with the hotels' policies. Please check with hotel for details.
- Accommodation is for a maximum of two (2) adults and is inclusive of all applicable tax and service charges for such accommodation. Breakfast is not included. Cost of meals and all other incidentals (including applicable tax and service charges), will be charged to the Card Member's American Express Platinum Reserve Credit Card.
- More Terms and Conditions regarding usage of voucher(s) will be stated on the voucher(s) itself.

## PLATINUM REWARDS

### Membership Rewards® Programme

- Earn 2 Membership Rewards points for every full S\$1.60 spent.
- Membership Rewards points will be awarded for every full S\$1.60 spent as long as your Card Account remains valid and enrolled in the Membership Rewards programme, and provided it remains in good standing and is not cancelled for any reason.
- Membership Rewards Terms and Conditions apply. Please visit [go.amex/mrtncs](https://go.amex/mrtncs) for more details.



### 10Xcelerator by Membership Rewards®

- Earn 2 Membership Rewards points and additional 8 Membership Rewards points (total of 10 Membership Rewards points) for every full S\$1.60 spent at Platinum 10Xcelerator Partners in Singapore.
- Membership Rewards points will be awarded for every full S\$1.60 spent as long as your Card Account remains valid and enrolled in the Membership Rewards programme, and provided it remains in good standing and is not cancelled for any reason.
- Participation of merchants is subject to change from time to time.
- Please visit [go.amex/10xceleratorsg](https://go.amex/10xceleratorsg) for the updated listing.
- Membership Rewards Terms and Conditions apply. Please visit [go.amex/mrtncs](https://go.amex/mrtncs) for more details.

### Membership Rewards Frequent Traveller Option

- Membership Rewards Frequent Traveller Option enrolment fees will be waived as long as you hold a valid American Express Platinum Reserve Credit Card which remains in good standing and is not cancelled for any reason.
- Membership Rewards points will not expire as long as your Card Account remains valid and enrolled in Membership Rewards programme, and provided it remains in good standing and is not cancelled for any reason.

### Membership Rewards Frequent Customer Programme

- Membership Rewards points may be converted into any one or more participating Frequent Customer Programmes.
- To convert accrued Membership Rewards points to any participating Frequent Customer Programme, the Card Member must first join or be a member of the applicable Frequent Customer Programme. Enrolment in such Frequent Customer Programme is the Card Member's responsibility.
- The conversion rates for Membership Rewards points into participating Frequent Customer Programmes, minimum Membership Rewards points transfers, and incremental transfers vary among participating Frequent Customer Programmes and details are communicated on a regular basis. In any event, Card Members should telephone the Membership Rewards Customer Service Hotline for up-to-date details.
- Frequent Traveller Rewards may be redeemed by Basic Card Members and points transferred only to Basic Card Member's account in the Frequent Customer Programme.
- Card Members are subject to and must comply with the terms and conditions applying to participating Frequent Customer Programmes in which they are enrolled.
- American Express assumes no responsibility for Membership Rewards points converted from a Card Member's Programme Account into a participating Frequent Customer Programme or for the actions of any participating airline or hotel in connection with its Frequent Customer Programme or otherwise.
- Any airline's or hotel's participation in the Programme is subject to change from time to time.
- American Express Card travel insurance and benefits, including but not limited to those listed below, will not apply to flights taken with frequent flyer tickets, including frequent flyer tickets obtained by using Membership Rewards points converted from a Programme Account:
  - Travel Accident Insurance
  - Travel Inconvenience Reimbursement Plan

Card Member insurance and travel benefit programmes expressly offering an option for frequent flyer ticket coverage are an exception to the foregoing, but only if the Card Member has enrolled in such and has paid the fee for, and otherwise complied with the terms and conditions of the particular insurance programme.



## PLATINUM SERVICES

### Purchase Protection Benefit

- 90 days Purchase Protection Benefit is underwritten by Chubb Insurance Singapore Limited.
- Purchase protection is subject to a total limit of S\$25,000 for a period of one (1) calendar year from the date of issue of the Card or latest renewal date, whichever is the later.
- Other Terms and Conditions apply. For the full Purchase Protection Benefit Terms and Conditions, please visit [go.amex.sg/platnacc](https://go.amex.sg/platnacc).

### Return Guarantee Benefit

- 90 days Return Guarantee Benefit is underwritten by Chubb Insurance Singapore Limited.
- Return guarantee is subject to a total limit of S\$5,000 for a period of one (1) calendar year from the date of issue of the Card or latest renewal date, whichever is the later.
- Other Terms and Conditions apply. For the full Return Guarantee Benefit Terms and Conditions, please visit [go.amex.sg/platnacc](https://go.amex.sg/platnacc).

### Travel Accident Benefit

- Travel Accident Benefit is underwritten by Chubb Insurance Singapore Limited.
- S\$100,000 coverage for loss of life, limb, sight, speech, hearing or permanent disablement if caused by an accident on a trip. Additional benefit of up to S\$1,000,000 if the accident occurred while on a public conveyance (e.g. aircraft). Limited to S\$10,000 and up to S\$100,000 if the insured person is under the age of 16.
- Other Terms and Conditions apply. For the full Travel Accident Benefit Terms and Conditions, please visit [go.amex.sg/platnacc](https://go.amex.sg/platnacc).

### Travel Inconvenience Benefit

- Missed Connection
  - Up to S\$200 per person (S\$400 per family) for a missed connecting flight due to the late arrival of a connecting flights with no alternative flight within 4 hours.
  - Other Terms and Conditions apply. For the full Travel Inconvenience Terms and Conditions, please visit [go.amex.sg/platnacc](https://go.amex.sg/platnacc).
- Luggage Delay
  - Up to S\$200 per person (S\$400 per family) if checked-in baggage has not arrived at the destination airport within 6 hours of arrival.
  - For the full Travel Inconvenience Terms and Conditions, please visit [go.amex.sg/platnacc](https://go.amex.sg/platnacc).
- Luggage Loss
  - Up to additional S\$500 per person (S\$1,000 per family) if checked-in baggage has still not arrived at the destination airport within 48 hours of arrival.
  - For the full Travel Insurance Terms and Conditions, please visit [go.amex.sg/platnacc](https://go.amex.sg/platnacc).



# **The American Express® Platinum Reserve Credit Card**

## **Card Member Agreement – Terms and Conditions**

### **IMPORTANT**

Please read these Terms and Conditions thoroughly. If you keep or use The American Express Platinum Reserve Credit Card, you will be agreeing to these Terms and Conditions and they will govern your use of the Credit Card. If you do not wish to accept these Terms and Conditions, please cut the Credit Card in half and return the pieces to us as soon as possible.

### **1. Definition**

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

“Account” or “Card Account” or “American Express Platinum Reserve Credit Card Account” means any Account maintained by us under these Terms and Conditions.

“Agreement” means these Terms and Conditions.

“Available Credit Limit” means the Credit Limit less previous balance less all new charges.

“Balance Transfer” means the credit facility offered at the discretion of American Express to allow the amount(s) outstanding from other bank credit card(s) to your American Express Platinum Reserve Credit Card on such Terms and Conditions from time to time.

“Basic Credit Card Member” means the individual in whose name The American Express Platinum Reserve Credit Card Account is maintained.

“Cash Advances” means any cash advance obtained by use of a Credit Card, PIN or otherwise authorised by you for debit to the Account.

“Charge” means a transaction made or charged with the Credit Card, whether or not a Record of Charge form is signed, and also includes Cash Advances, Express Cash transactions, Balance Transfers, fees, interest, 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 sum total of the Basic Credit Card Member’s and Supplementary Credit Card Member’s (if any) liabilities according to our records on the date of issue of the statement.

“Credit Card” means The American Express Platinum Reserve Credit Card and The American Express Platinum Reserve Supplementary Credit Card or either of them (where applicable).

“Credit Limit” means the maximum amount which we allow to be charged to your Account.

“Establishment” means a person, company, firm, proprietorship, partnership, business or organisation which accepts The American Express Credit 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 Credit Card.

"Singapore Dollars" means the lawful currency of Singapore.

"Supplementary Credit Card Member" means an individual other than The American Express Platinum Reserve Basic Credit Card Member to whom a Credit Card is issued and whose Charges are chargeable to the Basic Credit Card Member's Credit Card Account.

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

"U.S. Dollars" means the lawful currency of the United States of America.

"We", "our", "us", "Amex" and "American Express" mean American Express International Inc.

"You" and "Your" means The American Express Platinum Reserve Basic Credit Card Member or where appropriate, The Supplementary Credit Card Member(s).

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 Credit Card

You must

- (i) sign the Credit Card issued to you in ink as soon as you receive it and before you use it;
- (ii) keep any PIN secret and separate from the Credit Card;
- (iii) only use the Credit Card within the validity dates shown on its face;
- (iv) not give the Credit Card or your 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 Credit Card as a result;
- (v) not return any goods, tickets or services obtained with the Credit Card for a cash refund, but you may return them to an Establishment for credit to your Account, if that Establishment agrees or is obliged to do so;
- (vi) not obtain credit to your Account for any reason other than as a refund for goods or services previously purchased with the Credit Card;



- (vii) not use the Credit Card if a petition for your bankruptcy has been filed, unless the petition is withdrawn, or 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 Credit Card for any unlawful purpose

### 3. Liability

If you are the Basic Credit Card Member, you are liable to us for all Charges on the Basic Credit Card and any Supplementary Credit Card(s) issued at your request; and you agree that all these Credit Card(s) will be used in a manner consistent with these Terms and Conditions. If you are a Supplementary Credit Card Member, you agree to use each Supplementary Credit Card bearing your name in a manner consistent with these Terms and Conditions and you will be jointly and severally liable with the Basic Credit Card Member for all Charges made in connection with the Supplementary Credit Card. All communication sent or given to the Basic Credit Card Member or the Supplementary Credit Card Member is deemed to be sent or given to both. 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 Basic Credit Card Member and the Supplementary Credit Card Member(s), we may, in the exercise of our discretion, then only act on the instructions of the Basic Credit Card Member.

### 4. Credit Limit

We will determine your Credit Limit in respect of each Account. We may revise any of your Credit Limit(s) at our discretion without prior notice, and you will be informed of this. Your Credit Limit will also be shown on your monthly statement together with the amount of available credit at the statement closing date. You must not exceed the Credit Limit. Your Credit Limit will be cancelled if your Account is cancelled. If you fail to settle the minimum payment due on or before the payment due date, American Express reserves the right to revise the Credit Limit. You will not be entitled to interest on credit balances on your Account. If you have more than one Card issued by American Express, the Credit Limit is a combined Credit Limit for all the Card Accounts and the total indebtedness on the Card Accounts must not exceed the Credit Limit. If your total indebtedness exceeds the Credit Limit, you must make immediate payment of any excess above the Credit Limit.

### 5. Express Cash

Express Cash is available for Credit Card Members with more than six (6) months' Credit Card Membership. If you wish to obtain cash advances with the Credit Card, you may apply for enrolment in the Express Cash facility. To do so, you must complete and submit an enrolment form. We may decline your application at our discretion. A PIN will be required to obtain cash advances with the Credit Card. You can withdraw up to 20% of your Credit Limit, subject to your available balance and up to US\$1,000 for overseas withdrawals in cash every 14 days. We may vary this amount from time to time. The applicable interest rate, handling charges, transaction charges and other Terms and Conditions for Express Cash transactions will be communicated to you. For Express Cash, the handling fee for each transaction shall be 5% of your transaction amount. Finance charges at 26.90% p.a. will be charged upon the withdrawal date until the withdrawal amount and relevant fees are paid in full.



## 6. Annual Fee

Annual fees are payable for use of the Basic Credit Card and each Supplementary Credit Card at such rates as we communicate to you from time to time. 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 must pay interest on each Charge at the annual percentage rate shown on your statement from the date it is debited to your Account until it is fully repaid, except where an interest free period applies under (ii) below.
- (ii) Interest is not payable on a Charge (other than a Cash Advance or Balance Transfer) if you paid the full Closing Balance on your previous monthly statement by the minimum payment due date; and you also pay the full Closing Balance on your current monthly statement 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 Account on the last date of each statement period and is shown on your statement.

## 9. Variation of Interests, Fee and Charges

We are entitled, due to changes in the business, legal, and/or competitive environment and at 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. 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 Account and/or request that you pay the same on demand as we deem fit.

## 10. Monthly Statement

We will send you a statement once a month for each billing period during which there is any activity or a balance outstanding on your Account. The statement will identify purchases, Cash Advances, Balance Transfer transaction, fees and all other Charges, payments and credits to your Account during the billing period. The statement will also disclose to you 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 Account – not when you send it.
- (iii) You will be required to pay us immediately if your 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 Account at any time.
- (v) You must always pay us in Singapore Dollars via the payment methods notified by us to you. 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 Account.
- (vii) If we receive a 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 payment order.

## 12. 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 of S\$100 per month or any other rate as may be determined by us and notified to you from time to time.

## 13. Suspension/Termination

- (i) BY YOU: You can terminate this Agreement at any time by giving us written notice and returning to us all Credit Cards issued for use on the Account. Termination will only be effective when we receive all such Credit Cards and payment of all amounts outstanding in respect of the Account. You can cancel the use of a Credit Card by Supplementary Credit Card Member by notifying us in writing, but you will remain liable for all Charges incurred by the Supplementary Credit Card Member.



- (ii) By US: We can suspend the use of any Credit 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 Account (including Charges or Cash Advances not yet debited) will become due and payable immediately and you shall pay default interest thereon at the annual percentage rate shown on your statement 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 Credit Cards. If the Credit 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 Credit Card after it has been cancelled.

## 14. 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 giving any reason 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 Account, we assume the transaction will take place and therefore reduce the Credit Limit on your Account by the sum authorised.

## 15. Foreign Exchange Charges

If we receive a transaction or refund for processing in a currency other than Singapore Dollars ("Foreign Charge"), our currency conversion affiliate, AE Exposure Management Limited ("AEEML") will convert it into US Dollars first (unless it was submitted to us in US Dollars) and convert it 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.

The exchange rate AEEML uses, which is called the "American Express Exchange Rate", will be:

- the rate 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 AEEML will look to be consistent with that customer or convention), or where this doesn't apply;
- based on interbank rates selected from customary industry sources on the business day prior to the processing date.

We will increase the Foreign Charge by a single conversion commission of 3.25%. The American Express Exchange Rate is set each day from Monday to Friday including public holidays except for Christmas Day and New Year's Day.

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:

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



- (iii) 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 given the option to allow a third party (for example, the retailer) to convert the transaction into Singapore Dollars before submitting it to us. If you decide to do this, 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.

## 16. Disclosure of Insurance Agreements

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.

## 17. Lost, Stolen or Misused Credit Cards

You agree to notify us by telephone or otherwise, immediately if the Credit Card is lost, stolen, mutilated, not received when due or if you suspect that the Credit Card is being used without your permission. You shall be liable for any unauthorised use of the Credit Card to the extent permitted by law. You shall not be liable for any unauthorised Charges made after you have given notice to us, and your liability for unauthorised Charges effected before such notice shall be limited to S\$100 or the equivalent thereof provided that you have acted in good faith and with reasonable care and diligence in safeguarding the Credit Card and in promptly notifying us. We may also require you to lodge a police report and furnish us with a copy thereof. The retrieval of the original Credit Card must immediately be reported to us and it must be cut in half and the pieces returned to us.

## 18. Change of Particulars

You must notify us immediately of any change(s) in your name, address and contact numbers. Please contact Customer Service for any change in particulars, dial 1800 392 1181 for assistance.

## 19. Billings Errors or Enquiries/Problems with Goods or Purchases

If you have a problem with your monthly statement, please contact us at once and we will take reasonable steps to assist you by providing such information as may be necessary in relation to Charges charged to your 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 Credit 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 Credit Card or if an Establishment refuses to accept the Credit 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.

## 20. Renewal/Replacement/Additional Cards

The Credit Card will be valid until the expiration date printed on the face of the Credit Card. It is understood and agreed that you are requesting us to issue to you a renewal, replacement or additional card (including any new card(s) from us on such terms and conditions that will be provided to you for acceptance) before the current Credit Card expires or is cancelled by us. If you are the Basic Credit Card Member, you are also requesting us to issue to any Supplementary Credit Card Member(s) renewal, replacement or additional supplementary card(s) (including any new supplementary card(s) from us on such terms and conditions that will be provided to you and/or the Supplementary Credit Card Member(s) for acceptance) before the current Supplementary Credit Card(s) expire or are cancelled by us. We will bill renewal fees for the Account annually. We will continue to issue renewal or replacement Credit Cards and Supplementary Credit Card(s) unless any of the events in Clause 13 above occurs. We retain the right to refuse to issue and/or suspend dispatch of renewal, replacement or additional cards at our discretion.

## 21. 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 Credit Card, and you agree to indemnify us against any consequences of your failure to comply with these laws and regulations.

## 22. Data Protection and Use of Personal Data

### 22.1 Disclosure of Personal Information

You agree that any information provided in the application form, at our request or otherwise collected, including information relating to your Supplementary Card Members, during the operation of your 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 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) any other co-branded partner of Amex set out in the Terms and Conditions governing use of your Account;
- (ix) banks, financial institutions, government agencies, statutory boards or authorities in Singapore or elsewhere;
- (x) anyone to whom we may transfer contractual rights; and



- (xi) any other party approved by you or to whom you have given your consent or to whom we consider it in our interests to make such disclosure.

## 22.2 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, including the management and operation of your Account;
- (ii) Improving our products and services and to conduct research and analysis;
- (iii) For marketing purposes where you have provided your consent to us for the same, and with such consent, we (including our affiliates and related corporations and their employees and agents) and our third party service providers may be sending and providing you with marketing information and/or documents relating to products, services and/or events that we or third party organisations we collaborate with, may be selling, marketing offering, organising, involved in or promoting, whether existing now or created in the future;
- (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.

## 22.3 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 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.

## 22.4 Third Party Consents

Where you provide us with information relating to a third party (including Supplementary Card Members), or where you purchase goods and/or services on behalf of a third party, you confirm and warrant 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 where relevant, other parties) in accordance with this paragraph 22. 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 section below.

## 22.5 Marketing

Where you have given consent to receive marketing offers from us, we (including our affiliates and related corporations and their employees and agents) and our third party service providers may be sending and providing you with marketing information and/or documents relating to products, services and/or events that we or third party organisations we collaborate with, may be selling, marketing, offering organising, involved in or promotion, whether existing now or created in the future, by (a) telephone/voice calls and by SMS (text messages); and (b) postal mail and e-mail; and (c) way of the internet or using other electronic means. You agree that your consent will remain in place until you withdraw it.

If you subsequently wish to withdraw your consent previously provided to us to send you marketing information or documents, you may do so by going to [americanexpress.com.sg/mychoice](https://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.

## 22.6 Consumer Credit Bureau

We will exchange your Personal Information with consumer credit bureaus and carry out credit checks and other assessments. We may inform the bureaus of the current balance on your 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.

## 22.7 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.

## 22.8 International Transfer of Data

Your Personal Information may be processed, accessed or disclosed (in accordance with this paragraph 22) in countries outside Singapore when you travel or make foreign purchases and for the purpose of administering your Account. In such cases, we will take appropriate steps to ensure the same level of protection for your information in other countries outside Singapore.

## 22.9 Retention of Information

We keep Personal Information for the purposes described in this paragraph 22 for as long as is appropriate to fulfil our legal obligations in accordance with applicable law.

## 22.10 Access and Correction

You are entitled at any time to request access to information held by us about you or your 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, 1 Marina Boulevard, #22-00, One Marina Boulevard, Singapore 018989.

## 23. Instalment Goods and Services

If you use the Credit 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 Credit Card Account or the Credit Card is suspended or cancelled, we will stop paying premiums or instalments for you.

## 24. Our Property

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

## 25. 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 Credit 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 Credit Card, industrial dispute, war, Act of God or anything beyond our control or the control of our servants 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.

## 26. 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 due to changes in the business, legal and/or competitive environment. 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 may cancel the Credit 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 Account is repaid in full.

## 27. Notices

We shall be entitled to send any notice to you by electronic mail, short message service ("SMS"), facsimile transmission, personal delivery or ordinary post to your address last known to us. Any notice as sent by us shall be deemed to be received by you (if sent by facsimile transmission or personal delivery) on the day of despatch or (if sent by electronic mail or SMS) when left at the last email address or telephone number known to us, or 1 day immediately after the date of posting if sent by ordinary post addressed to your last known address.



## 28. 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.

## 29. Assignment

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

## 30. Governing Law

- (i) These Terms and Conditions are governed by Singapore law. All Credit Card Members submit themselves to the non-exclusive jurisdiction of the courts of Singapore.
- (ii) 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. 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. 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. Nothing in this clause shall affect our right to serve any legal or court document in any other manner permitted by law.

## 31. Rights of Third Parties

Except by a person who is our assignee pursuant to Clause 30 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.

## 32. 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 Credit Card(s), negligence, misconduct or breach of any of these Terms and Conditions on your part and/or any other act, thing or matter arising out of or in connection with this Agreement.



### 33. Electronic Agreements

You agree that we may enter into Agreements with you and notify you of changes to these Terms and Conditions by electronic means. Any Agreement or notice shall have the same legal effect as Agreements entered into or communications provided on paper. You will be deemed to have received any electronic notices (including changes to these Terms and Conditions) that are sent to the latest email address you have provided to us, that are posted on an American Express website, through links provided on a statement or other notice, or any combination of these or other means and you agree that it is your responsibility to access all such notices. You further agree that electronic copies of communications are valid as originals and you will not contest the validity of the electronic copies, absent proof of altered data or tampering.

### 34. Other Terms and Conditions

The use of any Credit 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.