



The Platinum Card® Terms and Conditions

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For full details of benefits and its Terms and Conditions, please visit go.amex/myplatinum.



Product Highlight Sheet

Product Name	The Platinum Card®
Interest-free period	N.A.
Interest on purchases (where applicable)	N.A. (All Charges are due for payment in full in Singapore Dollars immediately on receipt of your monthly statement)
Interest on cash advances	N.A. (All Charges are due for payment in full in Singapore Dollars immediately on receipt of your monthly statement)
Minimum monthly payment	N.A. (All Charges are due for payment in full in Singapore Dollars immediately on receipt of your monthly statement)
Late payment charges	2.5% per month of any overdue previous balance or S\$100 per month (whichever is greater). Late payment charges will be added to your account at a 30-day interval until bills are paid in full. Late payment charges which are unpaid may themselves be included in overdue previous balances until paid in full.
Non-refundable Annual Membership Fee	S\$1,744 (inclusive of 9% GST)
Cash advance fee	Handling fee of 5% of your withdrawal amount will apply for each withdrawal amount.
Fees for foreign currency transactions	3.25%
Dynamic currency conversion fee	N.A.
Lost / stolen card liability	No liability for any unauthorized charges pursuant to the terms and conditions of the Card Member Agreement

Please refer to the ABS guide on “Credit Card: What you should know” at go.amex/absguide for information on cards.



Card Member Agreement

The Terms and Conditions applies only to The Platinum Card® issued in Singapore by American Express International Inc.

Important. Before you use the Card, read these Terms and Conditions (“Conditions”) thoroughly. If you keep or use the Card, you will be agreeing to these Conditions and they will govern your use of the Card. If you have a Bank line of credit, it is not governed by these Conditions or any other agreement you may have with American Express International Inc., but only by an agreement between you and the Bank which provides the line of credit.

1. Definitions. In these Conditions, the words ‘you’, ‘your’, or ‘Card Member’ mean the individual named on the enclosed Card. The words ‘we’, ‘our’ and ‘us’ mean American Express International Inc. ‘Card’ means The American Express Card issued to you and all other Cards you have asked us to issue on your Account. If you have asked us to issue one or more Cards, you will be called a Basic Card Member and you will have an account with us, which is called your Account. The Card we issue to you is called the Basic Card and any separate Card issued on your Account for your own use is called an ‘Additional Card’. If you are the Basic Card Member and request us to issue a Card on your Account to another individual, that individual is called the Supplementary Card Member and the Card issued to them is called a Supplementary Card. Merchant means a business or organization which accepts the Card. Charge means any transaction made with the Card, whether or not a Record of Charge form is signed, and includes Fees, Late Payment Fees, taxes and any amounts you have agreed to pay us or to be liable for under these Conditions. Fee means any service or other fee referred to in these Conditions, including the Section at the end called Service Fees.
2. Signing the Card. If you agree to be bound by these Conditions you must sign the Card as soon as you receive it, for identification and to prevent misuse. If you do not wish to be bound by these Conditions, you must cut the Card in half and return the pieces to us. Unless you do so, we will assume that you have accepted these Conditions.
3. Use of the Card. You may only use the Card in accordance with these Conditions and within the validity dates shown on its face. The Card is for your use only. You must 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, except on our instructions, you will be liable for all Charges made with the Card as a result. You must not return any goods, tickets or services obtained with the Card for a cash refund, but you may return them to a Merchant for a credit to your Account, if that Merchant permits or is obliged to do so. You must not use the Card if you do not honestly expect to be able to pay your Account in full on receipt of your monthly statement. You must not use the Card if you believe that you may be unable to pay your debts.



4. Liability for charges and fees. The Basic Card Member is liable to us for all Charges and Fees on the Account, including Charges made with the Basic Card and any Supplementary or Additional Cards. If you are a Supplementary Card Member, you are jointly and severally liable with the Basic Card Member for all Charges made with the Card issued to you. All Fees are payable in accordance with these Conditions, including the section at the end called Service Fees, which we may change from time to time.
5. Charge limit. Your spending limit on your Account and any other Card Account(s) you have with us may not exceed limits determined from time to time by us and/or by laws and regulations enforced in Singapore. These limits are called the Charge Limit. If any temporary Charge Limit increase approved by us expires, you agree to pay us immediately on demand any amount by which your total Charges exceed the Charge Limit. In determining if the Charge Limit has been exceeded, we shall be entitled to take into Account billed but unpaid Charges, unbilled Charges and Charges which have been authorised at the request of a Merchant even if the authorised transaction is not completed.
6. Immediate payment is required. All Charges are due for payment in full in Singapore Dollars immediately on receipt of our monthly statement.
7. Late payment charges. Payment is due immediately on receipt of your monthly statement. If you do not pay the balance on your monthly statement in full by the date of your next monthly statement, you are in default. If you are in default, you agree that we may suspend your use of the Card either generally or in respect of a particular transaction, and that we may charge your Account with Late Payment Charges as follows. If you are in default, you may not be able to receive any mailers whether in print or electronic form. Unpaid Charges from a previous statement will be included in the next statement as an overdue Previous Balance. Late Payment Charges of two and a half percent (2.5%) per month of any overdue Previous Balance or S\$100 per month (whichever is greater) will be added to your account at a 30-day interval until paid in full or any other rate as may be determined by us and notified to you from time to time. Late Payment Charges which are unpaid may themselves be included in overdue Previous Balances (and subject to further Late Payment Charges) until paid in full. You agree to pay us all our legal costs (on a full indemnity basis) which we incur in recovering or attempting to recover any amount which is overdue and unpaid under these Conditions whether before or after judgment.
8. Late or part payments. We may, at our discretion, accept a late or part payment described as payment in full or in settlement of a dispute. But if we do so, we shall not lose any of our rights under these Conditions or at law, and it does not mean that we agree to change these Conditions. We may charge you a fee for any payment (such as a direct debit) from or for you, which has not been honoured in full for any reason. You



must ensure that there are sufficient funds in your bank account to meet all direct debits and that all payment instruments are completed correctly.

9. Variation of Fees 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 fees and charges payable by you herein. Any changes of 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. 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 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 custom 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:

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



11. 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.
12. Exchange control & tax. You must comply with all exchange control and tax laws governing your use of the Card. You agree to indemnify us against any expense or liability we incur through your failure to do so.
13. Express cash. You may use the Card to obtain cash advances from certain automated teller machines which dispense Cash or from such other locations we may designate from time to time. You agree to pay us a service fee for each advance at the rate determined by us from time to time. The service fee will be charged to your Account together with the amount of Cash dispensed. Please visit americanexpress.com.sg for full list of locations. To participate in this service, you must complete an enrolment form. This service is subject to separate Terms and Conditions.
14. Annual fee. Annual fees are payable for use of the Basic Card and each Supplementary 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.
15. GST. You agree to pay GST or any tax of a similar nature, if applicable, on any amount we charge you in respect of the Card or your use of it.
16. Problems with bills or charges. If you have any questions or problems with your monthly statement, please contact us immediately and we will do our best to resolve your problem. Except as required by law, we are not responsible for any goods or services charged to the Card, or if a Merchant refuses to accept the Card. Merchants may impose their own restrictions on use of the Card and we are not responsible for this. You may raise any claim or dispute directly with the Merchant concerned and you may not withhold payment from us because of such claim or dispute.
17. Lost, stolen or misused Charge Cards. You must notify us immediately, by telephone or otherwise, if the Card is lost, stolen, or damaged or not received when due, or if you suspect that the Card is being used by someone else. Provided that neither you nor any Supplementary Card Member contributed to, was involved in or benefited from the loss, theft or misuse of the Card, you will not be liable for any unauthorized charges



made. If you find or retrieve a Card which you have reported as lost or stolen, you must not use it again. In this case, you must cut it in half and return the pieces to us.

18. **Renewal/Replacement/Additional Cards.** The Card will be valid until the expiration date printed on the face of the Card. It is understood and agreed that you are requesting us to issue you with 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 your current Card expires. If you are the Basic Card Member, you are also requesting us to issue renewal, replacement or additional supplementary cards (including any new supplementary card(s) from us on such terms and conditions that will be provided to you and/or the Supplementary Card Member(s) for acceptance) before the current Supplementary Card(s) expire or are cancelled by us. You agree to pay renewal fees for Cards annually at rates determined by us and notified to you from time to time. We will continue to issue renewal or replacement Cards and Supplementary Card(s) until you tell us to stop. We retain the right to refuse to issue and/or suspend dispatch of renewal, or replacement or additional cards at our discretion. A new contract is not formed when a Card is renewed or replaced and your existing contract with us remains in force until cancellation.

19. **Data Protection and Use of Personal Data.**

19.1. **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:

- a) companies within the worldwide American Express group of companies ("Amex Group companies");
- b) third parties who process transactions submitted by merchants on the American Express network where you use the Card worldwide;
- c) processors and suppliers we or Amex Group companies may engage;
- d) the providers of services and benefits associated with your Account;
- e) consumer credit bureaus, collection agencies and lawyers;
- f) parties who accept the Card in payment for goods and/or services purchased by you;
- g) parties who distribute the card;
- h) any other co-branded partner of Amex set out in the Terms and Conditions governing use of your Account;
- i) banks, financial institutions, government agencies, statutory boards or authorities in Singapore or elsewhere;
- j) anyone to whom we may transfer contractual rights; and
- k) 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.

19.2. **Use of Information**



We may use your Personal Information, including in aggregated form or combined with other information for any of the following purposes:

- a) Delivering our products and services to you, including the management and operation of your Account;
- b) Improving our products and services and to conduct research and analysis;



- c) 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 organizations we collaborate with, may be selling, marketing, offering, organizing, involved in or promoting, whether existing now or created in the future;
- d) 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.

19.3. Supplementary Card Members

Where we have been asked to issue a Supplementary Card:

- a) 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;
- b) 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
- c) Supplementary Card Members will not be permitted to change any of your Personal Information without your express consent.

19.4. 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 18. 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.

19.5. 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 organizations we collaborate with, may be selling, marketing, offering, organizing, involved in or promoting, 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 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.

19.6. 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 organizations in accordance with their legal powers and obligations.

19.7. 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.

19.8. International Transfer of Data

Your Personal Information may be processed, accessed or disclosed (in accordance with this paragraph 18) 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.

19.9. Retention of Information

We keep Personal Information for the purposes described in this paragraph 18 for as long as is appropriate to fulfill our legal obligations in accordance with applicable law.

19.10. 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 Amex 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., 1 Marina Boulevard, #22-00, One Marina Boulevard, Singapore 018989.



20. Changing the conditions. We have the right to change or amend these Conditions at any time due to changes in the business, legal and/or competitive environment, by giving you notice. Such changes may include, without limitation, changes in fees and charges and introducing or changing fees for providing you with copies of Account statements or transaction records or for other services. You agree to pay such fees when we bill them to your Account. We shall consider you as having accepted the changes if you keep or use the Card after we notify you of a change.
21. Billing address. You must notify us immediately of any change in your name and/or billing address or the names of any additional Card Members.
22. The Card is our property. The Card is our property, and we can suspend or cancel your right to use it at any time. We can do this with or without cause and without giving you notice. If we cancel the Card without cause, we will refund you a pro-rata portion of your annual fee. We may list cancelled Card Account numbers in our "Cancellation Bulletin", or otherwise inform Merchants of the cancellation. If we cancel the Card or it expires, you must return it to us upon request. If a Merchant asks you to surrender an expired or cancelled Card, you must do so. You may not use the Card after its expiry or cancellation.
23. Cancellation of Card. If you do not wish to accept any changes to these Conditions, or if you wish to cancel your Account with us for any reason, you may do so by cutting all your Cards in half and returning the parts to us. You remain liable for all Charges incurred before the Card is returned and received by us. The Basic Card Member remains liable for all Charges made on the Supplementary Card before it is returned to and received by us.
24. Our liability. Subject to applicable law, you agree that if we fail to carry out any of our obligations in connection with your Account or your use of the Card and, as a direct result, you suffer loss or costs, we will be liable to you for that loss or cost only but not otherwise. In particular, we will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure, including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by third parties including but not limited to those losses and/or costs resulting from mechanical or systems failure affecting such third parties.
25. Authorization. Certain Charges may need to be authorized by us before they will be accepted by an Establishment. We have the right to refuse authorization 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 authorized.



26. Receipt of notices. With effect from 1 November 2017, 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.
27. Law that applies. These Conditions and all matters arising out of the issuance or use of the Card are subject to the laws of Singapore.
28. Assignment. We may assign any of our rights under these Conditions without your consent to our parent, a subsidiary or a related company.
29. Rights of third parties. Except by a person who is our assignee pursuant to Clause 28 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.



Service Fees

- Payment for Card charges (condition 6)
Payment of your Account in full is due upon receipt of your monthly statement.
- Late payment charges (condition 7)
Payment is due immediately but no later than your next monthly statement. If payment is not received in full before your next statement due date, Late Payment Charges of two and a half percent (2.5%) per month of any overdue Previous Balance or S\$100 per month (whichever is greater) will be added to your account at a 30-day interval until paid in full or any other rate as may be determined by us from time to time.
- Service fees for returned debits (condition 8)
Rejected Direct Debit (or GIRO) Payment: S\$25
- Foreign exchange conversion commission (condition 10) 3.25% of the converted amount.
- Express cash charges (condition 13)
Service fee of 5% on advances of Cash.
- Non-refundable Annual Card fees (condition 14)

	Platinum Card
Basic Card	S\$1,744 (inclusive of 9% GST)
Supplementary Card	N.A.

- Copies of statements and charges: S\$10 for each copy of a statement.
S\$5 for each copy of a transaction record.
- Transaction Fees
Transaction fees may apply for booking of services through The Platinum Concierge.